

**PLEASE NOTE MEETING CHANGE DATE TO THURSDAY**

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**NOVEMBER 3, 2016**  
**7:00 P.M.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **\*CONSENT AGENDA\***  
*All items listed with an asterisk\* are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*
- \*6. **MINUTES:** Board and Committee Minutes – October 18, 2016
- \*7. **BILL LIST:** November 1, 2016
8. **TREASURER'S REPORT:** None
9. **PRESIDENT'S REPORT:** None
10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
11. **TOWN HALL:** (Note: Three (3) minute time limit per person)
12. **STANDING COMMITTEE REPORTS:**
  - A. **PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE**
    1. Ace Hardware Sales Tax Rebate
  - B. **BUILDING COMMITTEE, CHAIRMAN HOPKINS**
    1. None
  - C. **FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**
    1. None
  - D. **LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS**
    1. None
  - E. **POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO**
    1. None
  - F. **PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER**
    - \*1. Adopt a Highway
13. **NEW BUSINESS:**
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
15. **ADJOURNMENT**

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BEFORE THE VILLAGE OF BARTLETT  
BOARD OF TRUSTEES

IN RE THE MATTER OF: )  
 )  
Regular meeting; (2016-82) )  
Ashton Gardens; and )  
(2016-83) Downtown TOD Plan. )

REPORT OF PROCEEDINGS

October 18, 2016  
7:00 P.M.

PROCEEDINGS had and testimony taken  
before the Bartlett Board of Trustees of the  
above-entitled cause taken at the Village Hall,  
228 South Main Street, Bartlett, Illinois, before  
LYNN M. EVANS, C.S.R., License #084-003473, a  
Notary Public qualified and commissioned for the  
State of Illinois.

PRESENT:

- MR. KEVIN WALLACE, President (via phone)
- MR. AARON H. REINKE, Trustee
- MR. ADAM J. HOPKINS, Trustee
- MR. VINCENT V. CARBONARO, Trustee
- MS. T.L. ARENDS, Trustee
- MR. RAYMOND H. DEYNE, Trustee
- DR. MICHAEL E. CAMERER, Trustee

1       ALSO PRESENT:

2           MS. VALERIE SALMONS, Village Administrator

3           MR. JIM PLONCZYNSKI, Community Development  
          Director

4           MR. JEFF MARTYNOWICZ, Finance Director

5           MS. PAM ROHLEDER, Village of Bartlett Museums  
6           Director

7           MR. BRYAN MRAZ, Village Attorney

8           MS. LORNA GILESS, Village Clerk

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1 MS. GILESS: Good evening. I'd like to call  
2 to order the Board meeting for October 18, 2016,  
3 in the Village of Bartlett and the first order is  
4 the roll call.

5 Trustee Arends.

6 TRUSTEE ARENDS: Here.

7 MS. GILESS: Camerer.

8 TRUSTEE CAMERER: Here.

9 MS. GILESS: Carbonaro.

10 TRUSTEE CARBONARO: Here.

11 MS. GILESS: Deyne.

12 TRUSTEE DEYNE: Here.

13 MS. GILESS: Hopkins.

14 TRUSTEE HOPKINS: Here.

15 MS. GILESS: Reinke.

16 TRUSTEE REINKE: Here.

17 MS. GILESS: President Wallace is absent.

18 PRESIDENT WALLACE: Here. Can you hear me? I  
19 will be present for the first half anyway  
20 depending on how my signal works.

21 MS. GILESS: Okay. Are there any nominations  
22 for the chairman of the meeting in the absence  
23 of --

24 TRUSTEE DEYNE: Yes. I would like to nominate

1 T.L., if I may.

2 TRUSTEE CAMERER: Second.

3 MS. GILESS: Okay.

4 MR. MRAZ: Roll call.

5 MS. GILESS: Trustee Deyne moved to appoint  
6 Trustee Arends as chairman of the meeting and  
7 that was seconded by Trustee Camerer, and I'll do  
8 a roll call.

9 Trustee Arends.

10 TRUSTEE ARENDS: Abstain.

11 MS. GILESS: Camerer.

12 TRUSTEE CAMERER: Yes.

13 MS. GILESS: Carbonaro.

14 MR. CARBONARO: Yes.

15 MS. GILESS: Deyne.

16 TRUSTEE DEYNE: Yes, but I think TL could have  
17 voted for herself. Yes. That's a yes vote.

18 MS. GILESS: Hopkins.

19 TRUSTEE HOPKINS: Yes.

20 MS. GILESS: Reinke.

21 TRUSTEE REINKE: Yes.

22 MS. GILESS: Okay. Are there any other  
23 nominations?

24 MR. MRAZ: That's it.

1 MS. GILESS: Okay. Then Trustee Arends.

2 TRUSTEE ARENDS: Okay. I'm just going to do  
3 it from here. Thank you all for your confidence.  
4 Okay. We had the roll call.

5 The invocation. Tonight we have  
6 Mr. Mrugesh -- oh, I'm going to just spoil this  
7 awful -- Gajjar from the BAPS Temple.

8 MR. GAJJAR: President Wallace, Board of  
9 Trustees of Village of Bartlett, respected  
10 residents.

11 (Invocation.)

12 TRUSTEE ARENDS: If you'll all join me in the  
13 Pledge of Allegiance.

14 (Pledge of Allegiance.)

15 TRUSTEE ARENDS: And, Trustee Carbonaro, will  
16 you lead us in the National Anthem, please.

17 (National Anthem.)

18 TRUSTEE ARENDS: And thank you very much,  
19 Mr. Gajjar.

20 Okay. Our next order of business is --  
21 wasn't that nice to start out with the National  
22 Anthem -- is the consent agenda. All items with  
23 asterisks make up the consent agenda.

24 Is there anybody that wants to add to it

1 or take away from the consent agenda?

2 TRUSTEE CAMERER: Yes, Madam President, I  
3 would like to add F 1, street sweeper purchase.

4 TRUSTEE ARENDS: Okay. Anybody object to that?

5 MR. MRAZ: No.

6 TRUSTEE ARENDS: So I will entertain a motion  
7 to pass the consent agenda, including items D 1,  
8 2, 3, and 4, and item F 1.

9 TRUSTEE HOPKINS: So moved.

10 TRUSTEE DEYNE: Second.

11 TRUSTEE ARENDS: It was moved by  
12 Trustee Hopkins, seconded by Trustee Deyne.

13 All those in favor.

14 MR. MRAZ: No. It's a roll call.

15 TRUSTEE ARENDS: Roll call, please. Sorry.

16 MS. GILESS: Trustee Hopkins.

17 TRUSTEE HOPKINS: Yes.

18 MS. GILESS: Reinke.

19 TRUSTEE REINKE: Yes.

20 MS. GILESS: Arends.

21 TRUSTEE ARENDS: Yes.

22 MS. GILESS: Camerer.

23 TRUSTEE CAMERER: Yes.

24 MS. GILESS: Carbonaro.

1 TRUSTEE CARBONARO: Yes.

2 MS. GILESS: Deyne.

3 TRUSTEE DEYNE: Yes.

4 TRUSTEE ARENDS: Okay. Our next agenda item  
5 is the treasurer's report from August of 2016.

6 MR. MARTYNOWICZ: Thank you, Trustee Arends.  
7 I'll start out this evening with the sales tax  
8 report.

9 Total sales tax through June of 2016 is up  
10 12.17 percent over the same time period last  
11 year. Move on to the motor fuel tax allotment  
12 report. Through July of 2016 revenue is \$246,154,  
13 and it represents a 9.30 percent decrease from  
14 the same time period last year.

15 TRUSTEE ARENDS: Is that it?

16 MR. MARTYNOWICZ: Yes.

17 TRUSTEE ARENDS: Okay. Our next agenda item  
18 is the president's report; and for that I will  
19 turn the meeting over to Pam Rohleder, who is the  
20 curator of our Village museums.

21 MS. ROHLEDER: Thank you, Trustee Arends, and  
22 helping me tonight is Assistant Village  
23 Administrator Paula Schumacher.

24 So good evening. I'm Pam Rohleder. I am

1 the director of the Village of Bartlett Museums,  
2 and this past August 31st brought an end to the  
3 25th annual Passport to Adventure Program  
4 sponsored and produced by the museum and nature  
5 center members of the Kane-DuPage Regional Museum  
6 Association.

7 For the past 19 years, the Village of  
8 Bartlett Museums has participated in this program  
9 that encourages children ages four and older and  
10 their families to visit local museums and nature  
11 centers in Kane and DuPage counties throughout  
12 the summer months. This program has been a very  
13 popular activity for our Village's families with  
14 the distribution of more than 600 in booklets in  
15 Bartlett alone. I should say we printed 19,000  
16 booklets this year. Bartlett is one of the top  
17 museums in distribution numbers also.

18 I would like to add that I am the president  
19 of the Kane-DuPage Regional Museum Association  
20 and along with 60-plus member institutions and  
21 many individual members who know the value of our  
22 missions and the diverse engaging opportunities  
23 we provide to our visitors year round. Not only  
24 are our institutions a center for learning, but

1 also for fun, and contributes to our local  
2 economies by bringing people into our communities  
3 who discover our restaurants to dine in and our  
4 stores to shop in.

5 So the Village of Bartlett Museums is  
6 proud to announce that this year we had five  
7 families who visited all 64 museums this summer.  
8 That's quite an amazement. Think to yourself how  
9 many museums did I visit this summer? They  
10 visited 64. We congratulate each one of them on  
11 this amazing accomplishment and their dedication  
12 and perseverance to do this. Listen to the  
13 stories, the driving stories. We know lots of  
14 good driving stories.

15 So first I would like to ask Jordan Boston  
16 and her mom, Amy, to come forward. So Jordan is  
17 eight years old. She attends Sycamore Trails  
18 Elementary School. This is her fourth year  
19 participating in the passport program. Now, her  
20 mom, Amy, there had the goal this year to  
21 complete all the sites in the book, and Jordan  
22 was on board for that too, and Amy took her  
23 niece, Annie Walinder, with to see all the nature  
24 centers and museums. So Jordan's favorite site

1 was the DuPage Children's Museum because she  
2 could play and experience all the hands-on  
3 activities. Amy loved learning about the history  
4 the local communities, such as her own hometown  
5 of Bartlett; and so will this family participate  
6 for a fifth time next year? Amy says yes. So  
7 thank you very much and congratulations.

8 (Applause.)

9 MS. ROHLEDER: So next I'd like to have Annie  
10 Walinder and her parents, Mary and Brad. So  
11 Annie is 15 years old, and she is a sophomore at  
12 Bartlett High School. We know now how she spent  
13 her summer visiting all the sites with her cousin  
14 Jordan and Aunt Amy. The families had such a  
15 great time together. They marked their passport  
16 booklets and plan to return to their favorite  
17 museums and take some friends along with too.

18 Now in the many conversations, I had with  
19 Annie's mom, Mary, and her aunt and now Annie  
20 tonight, I'm not really sure what her favorite  
21 site was, but we talked about so many, so I think  
22 we decided on it was the Knoch Knolls Nature  
23 Center in Naperville and the Carillon. We talked  
24 about the Carillon too in Naperville, and so



1 right. So a year and a half ago the Wersell  
2 family moved to Bartlett. A visit to the Depot  
3 Museum last summer the family learned about the  
4 Passport to Adventure Program, and they started  
5 on their big adventure. What they enjoyed most  
6 about participating last year and this year was  
7 the fact that they quickly began learning about  
8 Bartlett, the surrounding communities, and all  
9 that was offered in the cultural institutions.  
10 Liam has also loved the program too, and it's  
11 been a great way for the family to spend time  
12 together. With the goal of visiting all sites  
13 this year, the family quickly met their goal  
14 before baby Charlie, who technically did visit  
15 all the sites, the newest addition, joined the  
16 family on August 3rd. Liam is a kindergartner at  
17 Centennial Elementary School, and he loves  
18 everything Cantigny from climbing on the tanks to  
19 visiting First Division Museum. Congratulations.

20 (Applause.)

21 MS. ROHLER: Next I would like to have Ella  
22 Joy and Asaph Won and their mom, Annie. Mike  
23 couldn't make it tonight. He's still at work.  
24 So the Wons are frequent visitors to the Depot

1 Museum, and staff has certainly enjoyed their  
2 visits and watching the kids go through the  
3 years. If the Won family looks familiar, they  
4 were also recognized last year with the Mayor's  
5 medallion for visiting all the sites. It's not  
6 unusual for Bartlett families being recognized  
7 back to back years. This is not the first time  
8 it has happened. In fact, it has happened on  
9 several occasions. It is a testament to the fun  
10 and learning museums can bring to the children  
11 and their families.

12 Ella Joy, seven years old, is a second  
13 grader, and Asaph, five years, is a kindergartner,  
14 wanted to visit all the sites this year and mom,  
15 Annie, who confesses not to be a road warrior,  
16 agreed to the adventure. SciTech, Morton  
17 Arboretum, Blackberry Farm, and Naper Settlement  
18 were some of the favorite sites this year for the  
19 family. Annie noticed how the kids had retained  
20 a lot of stories they heard last year from the  
21 docents and reiterated them while visiting the  
22 sites, and they will also be participating again  
23 next year. Right, you want to do them all again?  
24 All righty. We'll see you next year.

1 (Applause.)

2 TRUSTEE ARENDS: Thank you, Pam, and thank you  
3 to all the parents and children that enjoyed this  
4 Passport to Adventure, and we hope to see you all  
5 back next year. Good job.

6 (Applause.)

7 TRUSTEE ARENDS: Okay. Our next agenda item  
8 is the question and answer, president and  
9 trustees. Anybody got a question or an answer?

10 TRUSTEE DEYNE: I have one -- what were we  
11 just handed this evening?

12 MR. MRAZ: When we passed the TIF bonds, the  
13 Elmhurst-Chicago Stone ordinance that approved of  
14 their refinancing of their TIF bonds, there was a  
15 provision in the ordinance that required that we  
16 get this document, which is basically the order,  
17 at the following meeting after which they set the  
18 prices, and they set the price on those bonds, so  
19 we know the interest rate and the final amount.

20 So this is just passed out to you and it  
21 will be noted that it's in the record. There is  
22 no action required by the board. It's simply  
23 that it be disseminated and placed of record.

24 TRUSTEE DEYNE: Okay. Thank you very much.

1 TRUSTEE ARENDS: Anybody else?

2 TRUSTEE REINKE: My question is are we going  
3 to sing the National Anthem before every board  
4 meeting?

5 PRESIDENT WALLACE: I don't think so. The  
6 only reason why you sang tonight is because I  
7 wasn't there and I can't sing.

8 TRUSTEE REINKE: I thought it was nice.

9 TRUSTEE ARENDS: Are you relieved?

10 TRUSTEE REINKE: Vince has to lead us every  
11 time, though.

12 TRUSTEE CARBONARO: It was really hard hitting  
13 those high notes.

14 TRUSTEE ARENDS: The thing is we were with our  
15 grandchildren this weekend. Something came up  
16 and I said let's sing the National Anthem, and  
17 they weren't very good at it, and I think that's  
18 a shame. I think a lot of kids don't sing it  
19 enough and perhaps we should encompass that in  
20 our meetings, Mr. President.

21 MR. WALLACE: Well, I got to tell you, it's  
22 much more -- it's very weird watching the Cubs at  
23 8:08 in the morning.

24 TRUSTEE ARENDS: Braggart. Okay. If there is

1 no other questions, our next agenda item is the  
2 town hall and this is where each resident, if  
3 they so choose, may make a statement for three  
4 minutes. We know that many of you are here for  
5 the Ashton Gardens, and we would appreciate it if  
6 you select one person to kind of wrap up what  
7 we've been through these last three public  
8 hearings. I think that would be beneficial to  
9 all of us, but if you want to come up and say  
10 something, and we do take compliments, please  
11 come to the podium; and you do have a  
12 three-minute time limit; and Lorna, our clerk, is  
13 very tough, so she'll let you know when your  
14 three minutes are up.

15 So anybody want to make a comment. I  
16 don't want to scare anybody off.

17 Hi. Please state your name and address.

18 MS. PRYBYLSKI: Hello, everybody. My name is  
19 Rochelle Prybylski. My address is 875 Brewster  
20 Lane in Bartlett. I have lived in Bartlett since  
21 1975, and I'm in my third home in Bartlett. My  
22 husband, who is now deceased, and I purchased a  
23 Lexington home near South Bartlett Road and  
24 Struckman. The first Lexington homes to be

1 built. Jerry and I experienced many problems  
2 with the home, as our neighbors did, with the  
3 builder, as far as them not only responding, but  
4 also to the quality of the windows and doors.  
5 Result was then president of the Village,  
6 Catherine Melchert, and the trustees stood behind  
7 us. We were -- about 60 of us attended a Village  
8 meeting, which a Lexington VP was there proposing  
9 building on the east side of South Bartlett Road.  
10 They already had a hundred contracts. After 45  
11 minutes of us relating our problems, President  
12 Melchert had no problem telling Lexington they  
13 had to take care of us first before starting  
14 building more homes. We felt so good. Neighbors  
15 and Jerry and I wanted to walk out and just do  
16 the Irish jig outside. We lived in Bartlett 15  
17 years at that time. We felt that we lived in a  
18 town where the elected officials cared about the  
19 residents. We really mattered.

20 From what I hear, it may be an altogether  
21 different scenario regarding the proposed wedding  
22 banquet hall that is proposed. The residents who  
23 live right where the developers want to place it  
24 are going to suffer, from how I see it, a

1 reduction in their home values. When they go to  
2 sell their homes, who will want to buy with that  
3 nearby with the various problems that will occur.

4 Jerry and I were involved with other  
5 situations since that Lexington scenario. There  
6 is a sports bar in town who was proposing various  
7 forms of so-called entertainment coming in about  
8 maybe six -- or five, six years ago. It was not  
9 conducive to the family type of community  
10 Bartlett has been for so, so long. It was very  
11 disheartening to spend so much time and energy  
12 only to have the Village go along with the  
13 business owner.

14 I'm here because I feel for the people  
15 that are in that immediate area. I do not live  
16 in that area, but there were other people at that  
17 time who came from other parts of town to support  
18 us, and so this is payback time. I have been  
19 very active in two specific organizations in  
20 Bartlett. My husband was also super active. We  
21 wanted to give back to our community who gave  
22 back to us.

23 My last statement is compassion and common  
24 sense have to be the major thrust here.

1 Compassion for the homeowners and common sense  
2 for the good of our Village. That's it. Thank  
3 you for your time.

4 (Applause from audience.)

5 TRUSTEE ARENDS: Thank you for your comments.  
6 Anybody else?

7 MR. BERG: Good evening. My name is William  
8 Berg. I live at 137 Amherst Drive in Bartlett.  
9 I spoke at the first meeting with my opposition.  
10 To reiterate what I said, I think this facility  
11 is doomed from the start. We don't need another  
12 doomed facility in town. We have plenty of  
13 facilities just sitting vacant. Once it does  
14 fail, who knows what's going to go in there. I  
15 know there is zoning ordinances, but those can be  
16 changed as well. Also, it's taking away revenue  
17 from two facilities in town that are some of the  
18 best assets that we have. Once those assets  
19 start to go downhill because they are taking  
20 business, if this is successful, well, who is  
21 going to pay for that as the taxpayers? We're  
22 going to have to pay for it. I don't think it's  
23 a good idea. I realize the land's been sitting  
24 there 50 years. I think everyone's got great

1 intentions to get this land developed into  
2 something useful for the community. I just don't  
3 think this is the right choice and that's all I  
4 have to say. Thank you.

5 TRUSTEE ARENDS: Thank you.

6 (Applause from audience.)

7 TRUSTEE ARENDS: Anybody else?

8 MR. WITT: I'm Terry Witt at 471 South Western  
9 Avenue here in Bartlett, and I would like to speak  
10 on behalf of the TOD plan, which is a very good,  
11 professionally written plan. A lot of effort  
12 went into it. It's been based on success stories  
13 in other communities. I think it's something  
14 that gives downtown Bartlett a real chance to  
15 succeed. Something that I think a lot of people  
16 have been waiting for. We've only been here  
17 since 2003, but downtown could use a shot in the  
18 arm and the TOD plan provides that possibility.

19 Now, one of the things that people have  
20 mentioned is that they talk about a TIF as a way  
21 to finance the plan; and one of the things about  
22 the TIF is the last time we tried for one, I  
23 think a big reason that it didn't succeed was  
24 there was no plan. Here we've got a plan. We

1 got a chance to work on the TIF; and when we talk  
2 to the other taxing districts, who we need their  
3 support, when they see that there is a plan that  
4 is actually actionable, I think we're going to  
5 get a much more favorable response from them.

6 Now, there is a couple of ways of going  
7 about that. Not only this group to endorse the  
8 TOD plan in its entirety as it is because it's  
9 just a plan, but take some action on a couple of  
10 the easy low-hanging fruit. Do them right away.  
11 For example, complete streets is recommended as a  
12 policy to be adopted by the community; and  
13 complete streets is a policy that shifts the  
14 measure of success from getting cars from point A  
15 to point B as fast as you can get them there to  
16 getting people to where they want to go safely.  
17 It means that when you have a complete streets  
18 policy, you take in everybody's ability. You  
19 look at pedestrians. You look at bicycling. You  
20 look at mass transit. You look at all of these  
21 different factors on projects going forward in  
22 transportation.

23 One of the other things on the TOD, they  
24 recommend 25 miles an hour speed limits in

1     downtown. Right outside it's 30 miles an hour.  
2     Statistically your chance of survival being hit  
3     by a car at 30 miles an hour is 50/50.

4           TRUSTEE ARENDS: Three minutes.

5           MR. WITT: All I can say is we could use the  
6     TOD. Thank you.

7           TRUSTEE ARENDS: Thank you for your comments.

8           MS. DUFFY: My name is Suzanne Duffy. I live  
9     at 212 Lido Trail, and my property backs up to  
10    this proposed development. This is my first  
11    experience with local government, and I have to  
12    say I've been confused by the whole process. I  
13    attended several meetings. The last meeting that  
14    had a vote was the zoning board; and at that  
15    meeting, they did not give their approval to  
16    their zoning variances. They wanted to lessen  
17    their parking. So my question to the board is  
18    I'm not sure how you can consider this plan if  
19    you did not get the recommendation? It doesn't  
20    make any sense.

21           I wanted to make a clarification too. At  
22    the last meeting, one of the trustees on the  
23    board stated that it would be so much better to  
24    have a development like this on this property

1     instead of a strip mall. Well, that's your  
2     opinion. You don't live there. I live there and  
3     anything else would be better than that. This  
4     development is going to upset our lives, our  
5     everyday lives, our weekend lives. That's the  
6     time for our family, that's the time to relax,  
7     and so every Friday and Saturday until 2:00 in  
8     the morning we're going to have disruption.  
9     Sundays in the afternoon.

10           The other clarification I wanted to make  
11     was there was a petition that was submitted last  
12     meeting that stated that 20 percent of the  
13     property owners that border this property signed  
14     a petition saying they were against it, and I  
15     gathered that petition, and I had 75 percent of  
16     the signatures on that petition. There were 9  
17     out of 12. I had two other verbals that I was  
18     not able to get their signature before submitting  
19     the petition, so I think that should say  
20     something. I don't know if you looked at that  
21     petition, but I think you need to consider the  
22     feelings of everybody that borders that property.

23           And then the last thing I would like to  
24     question is has the board examined the financials

1 of this company to determine if this project is  
2 feasible for them? I'm concerned because they  
3 have four properties. They opened one in 2009,  
4 one in 2011, one in 2013, and one in 2015. Now  
5 he's proposing to open three next year. How does  
6 that work and are they capable of, you know,  
7 affording all of that? I think it's too much too  
8 soon. They could possibly be overstretching  
9 their means; and lastly -- okay. I won't say.

10 TRUSTEE ARENDS: If you can be very brief,  
11 please finish.

12 MS. DUFFY: Mr. Koziol from the zoning board  
13 spoke at the last meeting and he spoke about the  
14 silent majority. I feel that there is not a  
15 silent majority. I think there is complacency.  
16 I think there is lots of residents that have no  
17 idea what's going to be proposed here, and I  
18 don't think they have an opinion one way or the  
19 other, or they don't have an opinion because it's  
20 not going to affect them. The people that it  
21 affects are here, have written emails, have  
22 signed petitions, and you need to consider them,  
23 and that's it. Thank you.

24 TRUSTEE ARENDS: Thank you.

1 (Applause from audience.)

2 MR. SHAH: Hi. My name is Romal Shah. We  
3 just move like a year ago. My address is  
4 401 Hillandale Drive, Bartlett. We have first  
5 adjacent house to the property they're proposing.  
6 The thing is because we were looking to buy a  
7 house we think Bartlett because of the family  
8 value, so we were going to go anywhere, but  
9 Bartlett we looked at -- family values and all  
10 that, so that's why we looked into it. That's  
11 why we decide to buy that property.

12 We knew that corner would be a commercial  
13 property coming pretty soon. We wouldn't mind  
14 any strip mall or anything like that, but when  
15 you have that kind of property -- like I've been  
16 to a lot of parties. I know people get drunk,  
17 and go out on DUIs. I have a lot of friends -- I  
18 drove myself drunk. People said they going to  
19 have some cops, cops do it, but still I was able  
20 to get out of property fine. No one was able to  
21 do, so there be a lot of people coming -- coming  
22 to my property for puking and all that stuff. So  
23 that's what I feel like it will be lot of people  
24 driving drunk in the neighborhood. I don't mind

1 if it's out like on the main street. If they  
2 build it like 59 or Lake Street, that's fine, but  
3 in the residential, most of the area -- around  
4 the area if it's banquet hall, they from  
5 anywhere, it's on main street. It's not local  
6 residents. Thank you.

7 (Applause from audience.)

8 TRUSTEE ARENDS: Thank you for your comments.

9 MR. MADONIA: Hello, everyone. My name is  
10 Carlo Madonia. I live at 224 Lido Trail. I've  
11 been living this property for 23 years. Love the  
12 area. Raise my family. All of a sudden we here.  
13 What are we doing here? This is wrong.

14 For the board, and I address the board, I  
15 don't care about business expert. I'm going to  
16 address board right now. This is crazy to  
17 propose something like that in my backyard. We  
18 talking about a hundred feet away from my  
19 backyard. When I open my sliding door, what I  
20 going to see? I'm going to see 37-foot church or  
21 chapel or banquet hall, or I have no idea what's  
22 going to -- you know, I got an idea the way it's  
23 going to look, but I think it's wrong. I think  
24 it's wrong for the board to even consider that on

1 this particular location because the way I see  
2 it, it's too small. It's a very small area. We  
3 talking about what, three and a half acre. I  
4 don't think it's enough even to have a parking  
5 lot for an establishment like they want to put  
6 up.

7 This is what I believe; and not only that,  
8 for 23 years I love my area. I love Bartlett.  
9 The only thing I don't like about Bartlett taxes.  
10 I've been paying a lot of taxes on my house like  
11 everybody else here. Now to the point that we --  
12 we pay almost thousand dollars a month. That's a  
13 lot of money. I don't know for you buys, but for  
14 some people that's a lot of money. Okay. And  
15 you know what, I still pay it. I don't complain,  
16 but this is time this got to stop and when it's  
17 going to stop?

18 This proposal is insane because it's going  
19 to bring to my hundred feet -- I would say  
20 between 90 or a hundred feet, I'm not sure,  
21 beyond my fence, my property line, it's going to  
22 bring noise, it's going to bring drunken people,  
23 it's going to bring, God only knows, traffic.

24 I mean, this is really upset me so much,

1 and I'm sure it does most of the residents that  
2 live in the East Pointe Estates. Like I said,  
3 I've been living there for 23 years. I think you  
4 guys should really consider at the end of the  
5 night before you cast this vote because I believe  
6 in Bartlett. I believe in you guys, and you guys  
7 should look after us. I mean, they just here for  
8 the money; okay; and I don't knock you guys  
9 because as a businessman, you guys it's just  
10 business; okay; but having say that, you guys  
11 have so much land in Bartlett, so much open land  
12 that's considered business or commercial.

13 TRUSTEE ARENDS: If you could conclude your  
14 remarks, we'd appreciate it.

15 MR. MADONIA: We talking about three and-a-half  
16 acre, so small. I think it's too small for an  
17 establishment like this; and, frankly, I tell you  
18 it would be the worst mistake you guys will make  
19 tonight. At the end of the night if you guys go  
20 ahead and vote yes on this project, it will  
21 destroy the community. It will destroy 60 family  
22 the lifestyle we live and particularly on the  
23 weekends when we want to relax and enjoy the  
24 family. We will just have noise and bunch of

1 drunk --

2 TRUSTEE ARENDS: Thank you for your comments.  
3 We appreciate you coming to the meeting.

4 MR. MADONIA: I think you guys should really  
5 consider because I'm against from the beginning.  
6 I've attended about three or four meeting.  
7 That's wrong. For you guys to sit there and just  
8 pretend to listen to our concerns --

9 TRUSTEE ARENDS: Sir, your time is up. It has  
10 been up.

11 MR. MADONIA: Okay. Thank you very much.

12 TRUSTEE ARENDS: Thank you very much for your  
13 comments.

14 (Applause from audience.)

15 MR. MONCAU: Good evening. My name is Oscar  
16 Moncau, and I live at 207 Lido Trail. I want you  
17 think about this very seriously. Okay. I'm  
18 going to be less than 200 yards away from this  
19 disaster. I don't care who this person was  
20 coming in here telling me that it was going to be  
21 a great thing for our neighborhoods. Horrible  
22 idea. Okay. Think about this, Friday nights --  
23 I have three kids. I have a four year old, I  
24 have a six year old, and a ten year old. We are

1 hard working people here. Okay. We are tired.  
2 We want to pay our taxes. For that we have to  
3 work every single day really hard. We'll get  
4 home Friday night, midnight I'll be laying down  
5 in my bed and listening to that music coming from  
6 that facility. Friday, Saturday, possibly also  
7 Sunday. Think about that. Would you like to see  
8 that, to hear that every single night? I don't  
9 think so. I really don't think so.

10 Like you were saying, there has got to be  
11 another facility, another place to build this --  
12 I understand about the business part of this  
13 deal, I get it, but not here. There has got to  
14 be a vacant land somewhere in Bartlett you guys  
15 want to build. Besides that, I still don't think  
16 it's a good idea, okay, because actually -- I  
17 called today Bartlett Hills, okay, and apparently  
18 they book their facility about every other  
19 weekend. I don't think that's enough to sustain  
20 a business like that. Okay. So please think  
21 about that. It's very serious and I really,  
22 really am very concerned about this project in  
23 Bartlett. Very concerned. Thank you.

24 (Applause from audience.)

1 TRUSTEE ARENDS: Thank you.

2 MR. SAUTER: Hello. My name is Jim Sauter. I  
3 live at 237 John Drive. I built my house in 1995  
4 and I've lived there ever since. The problem  
5 with this project, if it's going to go on, Ashton  
6 Gardens, like he said, it's just too small for  
7 what he wants to put on there.

8 What he said at the zoning board meeting  
9 was that if he does have 300 people, which he  
10 said is only 20 percent of the time, the other  
11 time it's going to be about 148 people, and these  
12 were his words, so at 20 percent of the time,  
13 that's like 10 weekends; and he says what he'll  
14 do is he's going to kick out his workers, and  
15 he's going to kick out the DJ, he's going to kick  
16 out the band. They have to find another place to  
17 park, okay, and he says that he's going to have  
18 them park at the Metra station.

19 What I fear is that these people instead  
20 of being seven-tenths, eight-tenths of a mile  
21 away, they're going to come on Lido. They're  
22 going to come on East Pointe Estates subdivision  
23 and park there because it's a block away. If  
24 they have to get off at 9:00 or 11:00 or 1:00

1 because the shift -- or the people they say we  
2 have too many people here and they have to leave,  
3 they're going to park there. They're not going  
4 to wait for a bus to come and take them to the  
5 train station. He's the one who said it. He  
6 said 20 percent of his time, so what my address  
7 is, he may have the parking for it, but then when  
8 he does get overcrowded, he's going to put the  
9 parking in our subdivision. If I was working for  
10 him, that's where I'd park.

11 The parking lot was filled here, so where  
12 did I park? I parked across the street and the  
13 guy at the liquor store, he told me I couldn't  
14 park there. I respect that. It's his business.  
15 I took a spot away from him, so I moved. Okay.  
16 When we get out there in the street and tell the  
17 people, I'm sorry, you can't park because this is  
18 my street, you guys are going to say it's a  
19 public street. They can park there.

20 Okay. What are we going to do? Are we  
21 going to get signs every weekend that we can put  
22 up that say no parking, police order? I mean,  
23 you do it on 4th of July. I hate to do that  
24 here, but if that's what we have to do. Is that

1 what we're going to have to do? We have to ask  
2 ourselves these questions. What are we going to  
3 do with this? Do we have a solution for it  
4 because I haven't heard one. Thank you.

5 (Applause from audience.)

6 TRUSTEE ARENDS: Thank you. We appreciate  
7 your comments, but I really would appreciate if --  
8 we've approached, I think, all of the objections.  
9 Please -- I'm not going to cut you off, but  
10 please go up to the podium. If anybody has  
11 another, a different viewpoint, or some other  
12 issue, we would be glad to hear it.

13 MS. MIES: My name is Barbara Mies and I live  
14 at 843 Pear Tree Lane in Bartlett. There has been  
15 a lot of things that are negative, and we wanted  
16 to know if there is any solutions? I don't know  
17 why we're not trying to promote the Dominick's  
18 property. It's on a major thoroughfare. There  
19 is plenty of parking and there is easy in and  
20 out. If it's going to be anywhere, let it be in  
21 another community, but I don't know what we've  
22 done to promote Dominick's. It's an eyesore.  
23 It's a big building. I've contacted myself  
24 Trader Joe's, say we need something like that

1 around here, and they said they're not interested  
2 in developing at this time. So I'm against Ashton  
3 Gardens. I think the property is too small. I  
4 understand these people's property having their  
5 families trying to entertain on the weekend and  
6 have all this rowdiness and I'm totally against  
7 that. Thank you.

8 (Applause from audience.)

9 TRUSTEE ARENDS: Thank you.

10 MR. SHOGREN: I'll be very brief. My name is  
11 Dennis Shogren. I live at 1142 Ancient Oaks  
12 Drive in Bartlett. I've been here for 16 years.  
13 We had one of our three children married and the  
14 reception at Villa Oliva. I don't think it was  
15 our first choice, but what was wasn't available.  
16 Villa Olivia was and it worked out great.  
17 Beautiful in every way.

18 What I want to say to you as accountable  
19 to taxpayers, and that's been heard about  
20 already, you're setting up competition and you're  
21 competing against yourself or ourselves, and I  
22 think that's not very smart. House divided will  
23 not stand.

24 (Applause from audience.)

1 TRUSTEE ARENDS: Thank you.

2 MR. BAGGOT: Michael Baggot, 200 West Lido.  
3 I'll be very brief. First of all, most of you,  
4 hopefully, have seen emails I've sent. I want to  
5 thank those of you who responded. I appreciate  
6 the response and the consideration of the  
7 thoughts and the concerns of your citizens. I  
8 appreciate the response. It's duly noted and we  
9 appreciate that.

10 Number two, I'm going to talk briefly  
11 about the silent majority. So first of all, you  
12 got an email from me today about the petition  
13 that was signed. 268 of your Bartlett-ites are  
14 against Ashton Gardens, so it's not a silent  
15 majority and just the people who are sitting in  
16 this room. Every person I've spoken with is  
17 against this location, against where it's located  
18 at, and this is a horrible place to put that  
19 business.

20 More importantly, today everyone has given  
21 their addresses. Have you noticed anything about  
22 who's been speaking? Only a few from the East  
23 Pointe division. These are people from all  
24 throughout Bartlett who have come up here and

1 told you how they feel about this project.

2 Please consider that when you make your decision  
3 tonight. Thank you.

4 (Applause from audience.)

5 TRUSTEE ARENDS: Thank you.

6 MS. UMMEL: Hi. My name is Patti Ummel. I  
7 would be remiss if I didn't come up here and talk  
8 because my son --

9 TRUSTEE ARENDS: Give us your address, please.

10 MS. UMMEL: -- is usually the one up here.  
11 225 John Drive.

12 TRUSTEE ARENDS: Thank you.

13 MS. UMMEL: He's always the one that's the  
14 youngest one up here talking, so I should get  
15 time and a half. Okay. Ashton Gardens, I really  
16 don't care how beautiful the outside or inside of  
17 this facility is. I don't care how many blasted  
18 trees you have around the perimeter or how high  
19 the fence is.

20 Besides the noise, late hours, intoxicated  
21 people, and traffic congestion, parking is still  
22 one of the main problems that no one has been  
23 able to solve yet. There is a lot of if this  
24 happens, then we'll do this type action, but

1 those that live here do not accept that as good  
2 enough. There is no solid plan in place. I  
3 might be crazy, but if you don't have enough land  
4 to provide parking space for your guests, then  
5 you shouldn't even consider building on that  
6 parcel of land. Either you have enough land to  
7 accommodate parking or you don't, and Ashton  
8 Gardens simply does not have enough parking  
9 spaces period. They've already told us that.

10 If my family was invited to a wedding, we  
11 would most likely be taking three separate cars  
12 there and that's just for one family. I don't  
13 think you're taking that into consideration. If  
14 there were only one couple going, you can't  
15 assume that they'll be driving together. Chances  
16 are that they would be meeting there and driving  
17 in two separate cars. If I arrived and I was  
18 driving around the parking lot because the  
19 parking lot was full, do I have to wait until  
20 someone tells me that I cannot park there  
21 anymore? Do they then hand you a map where  
22 you're supposed to go now park? So now your  
23 patrons are supposed to go find the designated  
24 parking area, which is a mile away, park out of

1 the way, and wait for a shuttle bus to take them  
2 back to the facility; and then when they want to  
3 leave at the reception at whatever time that will  
4 be, they will have to wait again for the shuttle  
5 to take them back to the car.

6           How terribly inconvenient that whole  
7 scenario is, which leads me to what I know will  
8 happen. Instead of waiting for a shuttle, most  
9 people will try to find the closest available  
10 parking spot and that, my friends, would be my  
11 neighborhood. People are naturally lazy. People  
12 do not want to rely on a shuttle to take them  
13 back and forth to their cars. I for one would  
14 try to park in the nearest location to the  
15 banquet hall that was available; and if we do not  
16 have no parking signs or maybe require a parking  
17 sticker on our cars, people will choose to park  
18 right in front of our homes. No thank you. I  
19 never thought that one day I wouldn't be able to  
20 park in front of my own house because other  
21 people were parked there to go to the nearby  
22 banquet hall.

23           How do we prevent this from happening?  
24 How do I prevent strangers from parking right in

1 front of my home, coming back late at night, and  
2 getting into their cars after being loud and  
3 obnoxious, and who knows what my kids get to see.  
4 I never thought we would need no parking signs or  
5 better yet have parking stickers on our dashboard  
6 to park on our streets.

7 TRUSTEE ARENDS: If you could conclude your  
8 remarks, we would appreciate it.

9 MS. UMMEL: Just to let the board know, there  
10 is already one neighbor that backs up to the lot  
11 that has their house up for sale. They have been  
12 in this neighborhood for as long as I have, which  
13 is 23 years for me, in this peaceful,  
14 family-oriented, close-knit neighborhood where  
15 you could let the children play and not be  
16 worried about drunk strangers wandering around  
17 all day and night.

18 I ask you this in conclusion, if this were  
19 your neighborhood, would you want this right  
20 beside you? Ashton Gardens should not be  
21 considered because they do not have a large  
22 enough property to accommodate their facilities  
23 and the parking that is needed to run their  
24 business. This is not cool, Bartlett. Not cool

1 at all.

2 TRUSTEE ARENDS: Thank you.

3 MS. UMMEL: Thank you.

4 (Applause from audience.)

5 TRUSTEE ARENDS: I think unless there is  
6 someone else that has a totally different outlook  
7 on this, I think we will conclude any comments  
8 about Ashton Gardens.

9 MS. FALCO: Sharon Falco. I live at 416 Jervey  
10 Lane in Bartlett. I've listened to everybody,  
11 and I wasn't at the earlier meetings, and I'm  
12 sure that everyone feels on the board that there  
13 is some positive things about this. I'm strictly  
14 speaking from property value. It is not a good  
15 idea. So I just ask a question, is it possible  
16 that you can set up a mass meeting where  
17 everybody could come and sign a petition that was  
18 not for Ashton Gardens? I mean, why couldn't  
19 that happen? I'm sure thousands of people would  
20 show up. I'm sure hundreds in Bartlett would  
21 prefer not to have this. Yes, you hear from all  
22 the people that live in the neighborhood. It's  
23 there. It's in their backyard.

24 It's not a good idea, and I showed the

1 house that backs up to the commercial area. My  
2 buyer is not buying it because of what's going to  
3 be built there. It's a beautiful home. I'm sure  
4 that did not help the homeowner, but that being  
5 said, I'm sure there is a lot of stats that say  
6 this is a good idea, but speaking from real  
7 estate in general, it's not going to add value to  
8 the neighborhood. It's not a good idea. What  
9 can we do as homeowners to bring other positive  
10 things into Bartlett? What can we bring? There  
11 is a lot of vacant properties, lot of vacant  
12 buildings. Our downtown is basically kind of  
13 bust. What can we do to make it more positive?  
14 That is a not positive. It really isn't. It's  
15 not good, so I don't know if it helps. I'm sure  
16 you've done your studies. I don't agree with it,  
17 and I'm sure there is a lot of local agents that  
18 don't agree with it either. We all talk. Nobody  
19 is thinking it's a great idea. Thank you.

20 (Applause from audience.)

21 TRUSTEE ARENDS: One more. You're going to be  
22 the last one, so wrap it all up.

23 MR. DONOSO: My name is Mario Donoso. I live  
24 at 409 Hillandale, so they are going to be behind

1 my house. In 1976 I finish my college. I got my  
2 engineering degree. I went to work for this  
3 company as a service engineer. A year later I  
4 got a call to come to this little town. I didn't  
5 know where it was and it happens to be in  
6 Bartlett. Right across from here there was a  
7 factory. If you guys remember, there was a  
8 factory, so I came and work. I went home and I  
9 told my wife I was in this beautiful town. I  
10 fell in love with Bartlett. Three years later we  
11 moved to Bartlett. My kids were little. We  
12 bought our first house in Bartlett and then we  
13 move to our second house, so we've been here  
14 since 1981, and what I asking you is please keep  
15 Bartlett beautiful. Keep our home safe, so  
16 please don't let it fall apart.

17 I have a question for you, sir. In the  
18 meeting at Pasta Mia, my wife ask you a simple  
19 question, would you like to have this palace  
20 behind your house and you didn't answer. You  
21 came with a different answer, but it was a simple  
22 question, would you like to have a castle behind  
23 your house? It was a simple answer, yes or no.  
24 What it tells me is that you don't agree. You

1 don't think it is a good idea to have this in  
2 your house and now you trying to sell us to have  
3 that in the back of our house.

4 Also, you mention that you are going to  
5 have two executives, two managers to come and  
6 manage your place. Will you be capable to tell  
7 them, hey, this would be a good business? Why  
8 don't you guys buy your house at Estate Pointe?  
9 Would you be able to do that?

10 TRUSTEE DEYNE: I think your comments should  
11 be directed to the board, not the petitioner.

12 MR. DONOSO: No. I just want to clear my  
13 point. He's not --

14 TRUSTEE DEYNE: The petitioner is not giving  
15 testimony at this time.

16 MR. DONOSO: He is not convinced that he's  
17 doing a good business. Do you think we're going  
18 to accept that?

19 TRUSTEE ARENDS: Do you have any other comments  
20 to make?

21 MR. DONOSO: No.

22 TRUSTEE ARENDS: Thank you for coming tonight.

23 (Applause from audience.)

24 TRUSTEE ARENDS: Okay. We're going to close

1 the town hall portion of our meeting and go to  
2 our standing committee report.

3 TRUSTEE CAMERER: Would the petitioner like to  
4 reply to some of the comments?

5 TRUSTEE ARENDS: Okay. Go ahead.

6 MR. SCHREIBER: Brad Schreiber, president of  
7 Ashton Gardens. Don't know if I'll be able to do  
8 all of this in three minutes.

9 TRUSTEE ARENDS: Well, you're confined by the  
10 same rules.

11 MR. SCHREIBER: I'll do my best.

12 TRUSTEE ARENDS: Your name and address,  
13 please.

14 MR. SCHREIBER: Brad Schreiber, 429 Trace Way  
15 Drive, Montgomery Texas. This is our fourth  
16 meeting, and I have to tell you I've done this a  
17 number of times and this was the most exciting,  
18 I've got to say, of all of them. There has  
19 been -- first of all, we are required as a  
20 business -- and I realize this is a very  
21 emotional topic for a lot of people, and there  
22 have been accusations. There have been opinions.  
23 There's been -- Mr. Baggot at one time said that  
24 we're going to bring crime into this community

1 and held up the statistics from, I believe, it  
2 was the Seville that had a couple pages worth.  
3 We have presented -- actually, the board has  
4 through the Freedom of Information Act acquired  
5 our crime statistics from 12 years of business,  
6 5,000 plus events, and there is four, none of  
7 which were major, all of which were handled  
8 responsibly, so that is a false, uninformed  
9 accusation.

10 We have done -- abided by all of the  
11 requirements for parking, traffic, noise, light,  
12 et cetera, on the business side that's required.  
13 Many people have -- as I stated in the very first  
14 meeting, you know, we have other properties in  
15 small communities. We have other properties that  
16 have homes adjacent to our facilities similar to  
17 here. We have letters from mayors and law  
18 enforcement agencies and homeowners' associations  
19 saying that we are nothing but model neighbors  
20 and great contributors to the community.

21 The parking seems to be a lot of opinions  
22 thrown around, but the parking seems to be one of  
23 the major concerns. Mr. Sauter, who seems to get  
24 his facts wrong at all these meetings, who at one

1 point, unfortunately, attacked Roberta Grill in  
2 one of these meetings and tried to counter some  
3 of the comments she had made, which were false.  
4 I did not say, and it is not true, that we have  
5 20 percent of our events that are 250 above. It  
6 is actually 2.2 percent. The parking issue is  
7 almost a -- is non-existent --

8 TRUSTEE ARENDS: We'll need you to conclude  
9 soon.

10 MR. SCHREIBER: -- is almost a non-existent  
11 problem. We presented statistics for that.  
12 Either we can choose to ignore the studies as  
13 required, that we've done all of our due diligence  
14 that's been required or not. We cannot combat  
15 conjecture or people's opinions or anything like  
16 that. Everybody is entitled to it. This board  
17 represents the entire community. We done all  
18 that's been asked of us by the board and --

19 TRUSTEE ARENDS: You're going to have to wrap  
20 it up.

21 MR. SCHREIBER: Thank you. The facts are what  
22 they are. We've presented everything that's been  
23 asked of us. It's a good project for all the  
24 right reasons, from a tax standpoint. We would

1 be contributing about a hundred thousand a year.  
2 We will be creating jobs. All of the other things  
3 we said before, so --

4 TRUSTEE ARENDS: Okay. Thank you very much  
5 for coming tonight. Okay. Thank you.

6 Right now that concludes the town hall  
7 portion of our agenda. We will go to our  
8 standing committee reports. Chairman Reinke.

9 TRUSTEE REINKE: Thank you, Trustee Arends.  
10 We have two items on planning and zoning this  
11 evening. First is Ashton Gardens and second is  
12 the Downtown TOD plan.

13 With regard to the first item, Ashton  
14 Gardens, well, we've got to get this on the  
15 floor, folks, so parliamentary speaking, I move  
16 to approve Ordinance 2016-82, an ordinance  
17 approving of a preliminary final PUD plan  
18 granting special use permits for a planned unit  
19 development, reception/banquet hall, a place of  
20 assembly, the serving of liquor, and building  
21 height, and granting variations for parking and  
22 landscaping for Ashton Gardens.

23 TRUSTEE CAMERER: Second.

24 TRUSTEE ARENDS: Okay. It's been moved by

1 Trustee Reinke and seconded by Trustee Camerer to  
2 approve Ordinance 2016-82.

3 MR. MRAZ: Before you vote --

4 TRUSTEE ARENDS: An ordinance approving of a  
5 preliminary and final PUD plan granting official  
6 use permits for planned unit development,  
7 reception/banquet hall, place of assembly, the  
8 serving of liquor, and building height, and  
9 granting -- and granting variations for parking  
10 and landscaping for Ashton Gardens.

11 At this time is there any discussion?

12 MR. MRAZ: I would just point out that because  
13 of the protests that the neighbors adjoining the  
14 property filed, and that is with respect to the  
15 special use, it requires two-thirds of all of the  
16 trustees of the Village holding office, which  
17 would be four trustees. Similarly, there is  
18 included a variation that received three aye  
19 votes, two nay votes, but the Village ordinance  
20 requires four positive votes from the ZBA to be a  
21 positive recommendation; and under the state  
22 statute since it did not receive a positive  
23 recommendation, that likewise requires two-thirds  
24 of all the trustees holding office. Again, four

1 trustees, so the vote is the same with respect to  
2 both. They're included in the single ordinance,  
3 but just so you know, for it to pass it would  
4 require four yes votes to pass.

5 TRUSTEE ARENDS: Thank you. Any discussion?

6 TRUSTEE DEYNE: Yeah, I have a couple of  
7 things I would like to say. The one thing that I  
8 really want to -- first, I respect everyone that  
9 came out this evening, and I appreciate all the  
10 comments that were made, but there are a couple  
11 of things that really need to be said, and I made  
12 just a few notes here this evening. I've made a  
13 few notes at the last few meetings and some of  
14 the things that we need to talk about is  
15 competition.

16 People are concerned about competition,  
17 but, you know, the experience that I bring to  
18 this board, I served on the plan commission for  
19 34 years, 32 as chairman; and I think I have a  
20 right when I say this, I've seen this before. We  
21 have competition in this town. We don't restrict  
22 the number of dentists that we have in this town.  
23 We don't restrict the number of chiropractors we  
24 have in this town. We don't restrict the number

1 of hair salons we have in this town. It's called  
2 free economy.

3 We have a developer that wants to come  
4 into this village and wants to take a parcel of  
5 property, which he is entitled to. There is a  
6 special use that's affiliated with this property  
7 and that's why he's here before this. I had  
8 mentioned before -- and I don't know specifically  
9 what trustee said a strip mall, but I know I  
10 specifically had mentioned or laid out the number  
11 of different uses that could be out there on that  
12 property, and I believe that this is the least of  
13 a burden that would be on the people that  
14 surround that community. You may not agree with  
15 me, which I'm sure you don't, but that's the way  
16 I feel about this.

17 I believe that there is inaccuracies in  
18 your objections and your opinions. I've looked  
19 at everything that our board has put together.  
20 I've listened to the developer. Our staff has  
21 given us information regarding the concerns that  
22 you have and that's why I repeat that I believe  
23 there is inaccuracies in your objections and the  
24 opinions that you have and in reality, in reality,

1 I believe that your fears are unfounded.

2 I just want to talk to you about some  
3 taxes. Okay. Everyone talks about taxes. We pay  
4 too much in taxes. Too much in taxes. We have a  
5 developer that's here before us this evening that  
6 would aid in alleviating the tax burden that we  
7 have. Is it insignificant? It's minimal, of  
8 course, but we can't be anti business. We have  
9 to take a look at what these areas are zoned for,  
10 and we have to work with these developers.

11 You know, the parking that he had talked  
12 about earlier, you know, we've -- I've personally  
13 looked at the information that's been supplied by  
14 staff, and based on what we've looked at -- and  
15 this was available. I don't know why other  
16 people haven't seen this, but it's two percent or  
17 less. He has a program that's worked out. It's  
18 not going to be drop this off. He'll have a  
19 valet there. The valet will take them to the  
20 Metra station in the two percent or less cases,  
21 the shuttle bus there will bring them back. I  
22 don't believe that parking will be an issue. We  
23 also have our police chief that talked about  
24 enforcement of parking. We could set a zero

1 tolerance for that, which would be enforced,  
2 but -- so, you know, those are some of the things  
3 that, you know, I'm concerned about and you're  
4 concerned about, but, again, I don't believe that  
5 we should turn our back on this developer. I  
6 think it will be a boost for the economy of  
7 Bartlett and it will bring more people to this  
8 village and Bartlett does need a boost,  
9 especially the downtown area.

10 We talked about the TOD plan, which we'll  
11 discuss shortly and, you know, we talk about the  
12 TIF; and I'm sorry if you don't agree with me,  
13 but that's what I feel; and my vote will be for  
14 the developer this evening; and I just want to  
15 share something with you that my father shared  
16 with me many years ago, and it is true, and it's,  
17 you know -- he said careful what you wish for,  
18 you may get it; and I'm not sure that the next  
19 developer is going to have a package that is so  
20 nicely wrapped as what our developer is bringing  
21 forward to us this evening, so that's all I have  
22 right now.

23 TRUSTEE ARENDS: Does anybody want to add  
24 anything to that?

1           Okay. I just have a few comments. This  
2 lot has been zoned business, I think, since 1978;  
3 and surely you folks knew at the time when you  
4 moved in if you're backing up to it that that was  
5 zoned commercial. The owner of that lot has a  
6 right to develop -- to sell that land to be  
7 developed, and the only way you can get around  
8 that is to all get together and buy up that lot  
9 so it isn't developed. You've had -- I have to  
10 tell you if I had lived there for such a long  
11 time and all of a sudden a developer came and the  
12 Village was seriously considering allowing that  
13 developer to develop, I would be real upset,  
14 because I've been used to that lot being vacant  
15 and well cared for, I might add, not like we  
16 would our own lawns, but well cared for for all  
17 these years, so in a way, I'm trying to say that  
18 you have to -- you have to understand that a  
19 landowner has the right to develop his land and  
20 it is zoned commercial.

21           I agree with Ray when he says this package  
22 has been put together very nicely. We deal with  
23 developers all the time. I think the man has  
24 great integrity. I think he's honest; and I

1 think he'll be easy to deal with; and so at this  
2 time, I would say that my vote would be yes.

3 Any other comments?

4 Okay. Will you call the roll, please.

5 MS. GILESS: Trustee Reinke.

6 TRUSTEE REINKE: No.

7 MS. GILESS: Arends.

8 TRUSTEE ARENDS: Yes.

9 MS. GILESS: Camerer.

10 TRUSTEE CAMERER: Yes.

11 MS. GILESS: Carbonaro.

12 TRUSTEE CARBONARO: No.

13 TRUSTEE ARENDS: Deyne.

14 TRUSTEE DEYNE: Yes.

15 MS. GILESS: Hopkins.

16 TRUSTEE HOPKINS: No.

17 MR. MRAZ: The motion fails.

18 TRUSTEE ARENDS: The motion fails.

19 (Applause from audience.)

20 TRUSTEE ARENDS: I would also like to add to  
21 you folks that are here that if you don't think  
22 we took your petition -- if you don't think we  
23 took your petition seriously or if you don't  
24 think this was a gut wrenching nightmare, you're

1 wrong. It's very difficult for us as trustees up  
2 here to make these kinds of decisions when the  
3 neighbors are so against it. Thank you for  
4 coming out. We appreciate it.

5 (Applause from audience.)

6 TRUSTEE ARENDS: Our next agenda item --

7 TRUSTEE REINKE: The next item on planning and  
8 zoning tonight is --

9 TRUSTEE ARENDS: If you would like to take  
10 your discussion out in the hallway, we would  
11 appreciate it.

12 TRUSTEE REINKE: Okay. The next item on our  
13 agenda is the downtown TOD plan. With that, I'll  
14 turn it over to Jim Plonczynski.

15 MR. PLONCZYNSKI: The downtown TOD plan, as  
16 you know, has been discussed through the RTA's  
17 grant process with our consultant team being led  
18 by Solomon Cordwell Buenz, also including the  
19 Goodman Williams Group for economic development  
20 analysis and Fish Transportation and the members  
21 of the steering committee.

22 Since July of 2015, the proposed TOD plan  
23 was brought to the Village board on September 6th  
24 where it was tabled; and staff did additional

1 discussions with the consultant and with local  
2 businesses that were concerned about the plan's  
3 impact on the Bartlett Plaza area. We -- staff  
4 subsequently met with the businesses in the plaza,  
5 distributed copies of the plan, and answered  
6 questions about the plan. The TOD plan is back --  
7 it was discussed again at the October 4th village  
8 of the whole committee, at which time further  
9 testimony was provided by our consultant  
10 Christine Carlisle of SCB; and at that time, the  
11 matter was forwarded to the Village board for  
12 final vote. There was a caveat at that  
13 discussion that the plan would be -- the progress  
14 and an update on the plan would be discussed in  
15 five years and that has been added to the  
16 attached resolution for review and it is in front  
17 of you and I believe the correct procedure is to  
18 remove the matter on -- from the table.

19 TRUSTEE REINKE: I move to remove the TOD,  
20 transit oriented development, plan from the  
21 table.

22 TRUSTEE CARBONARO: Second.

23 TRUSTEE ARENDS: It's been moved by Trustee  
24 Reinke, seconded by Trustee Carbonaro to remove

1 the TOD discussion from the table.

2 Any discussion?

3 All in favor. I'm sorry. Roll call.

4 MS. GILESS: Trustee Arends.

5 TRUSTEE ARENDS: Yes.

6 MS. GILESS: Camerer.

7 TRUSTEE CAMERER: Yes.

8 MS. GILESS: Carbonaro.

9 TRUSTEE CARBONARO: Yes.

10 MS. GILESS: Deyne.

11 TRUSTEE DEYNE: Yes.

12 MS. GILESS: Hopkins.

13 TRUSTEE HOPKINS: Yes.

14 MS. GILESS: Reinke.

15 TRUSTEE REINKE: Yes.

16 TRUSTEE ARENDS: Motion carried.

17 TRUSTEE REINKE: Now, I move to adopt  
18 Resolution 2016-83, a resolution approving the  
19 downtown transit oriented development plan.

20 TRUSTEE HOPKINS: Second.

21 TRUSTEE ARENDS: Moved by Trustee Reinke,  
22 seconded by Hopkins to pass resolution 2016-83, a  
23 resolution approving the downtown transit  
24 oriented development plan.

1 Any discussion?

2 TRUSTEE CAMERER: I would like to make a  
3 comment, I guess. I made comments earlier about  
4 this simply because I was concerned about the  
5 small businesses in the Bartlett Plaza area. I  
6 think this came about as somewhat of a surprise  
7 to a lot of the people in that plaza, even though  
8 it was a public meeting and even though it was  
9 slated for the downtown area. I don't know that  
10 the actual downtown area was envisioned to be the  
11 Bartlett Plaza at the time. I certainly have no  
12 objection to considering Bartlett Plaza as a  
13 downtown area; and now that the actual businesses  
14 have been appraised of what's going on and the  
15 potential to be reviewing this in five years, I  
16 think that the plan has merit in the downtown  
17 area, primarily where people are not necessary  
18 displaced, which more times as I think about it,  
19 it will probably not happen for years and years  
20 and years to come, but I wanted the small  
21 business to at least have the opportunity to know  
22 what was going on before they were blindsided  
23 with information that they had no idea what was  
24 happening.

1           So that being said, I do believe this plan  
2           has merit for the downtown area. I believe it is  
3           a conceptual plan that will take the Village in a  
4           direction, and I think there is areas that we can  
5           review, so I do plan to vote favorably on this.  
6           That's all I had to say.

7           TRUSTEE ARENDS: Any other comments?

8           TRUSTEE HOPKINS: I'm just curious in the  
9           coming months ahead if we adopt this plan, which  
10          I think we will, what is the staff's first steps?

11          MR. PLONCZYNSKI: Well, I think that we would  
12          like to do some of the things that the plan  
13          recommends. Obviously with anything that you  
14          would want to implement in this plan, there is  
15          probably a financial aspect of it, but one of the  
16          things, and Terry talked about earlier, is that  
17          the complete streets policy, that's something  
18          that our bike and run committee has started  
19          reviewing and will make a recommendation on. The  
20          speed limit analysis, whether or not that would  
21          be adopted, those are some of the things that we  
22          would look at, pedestrian striping on the  
23          sidewalks, and then the question as to whether or  
24          not a TIF district would be considered.

1 Obviously it would be something that would have  
2 to -- that the board or committee would have to  
3 give us direction on and we can do that analysis.

4 We would also have an opportunity as we  
5 have developers who have expressed interest in  
6 the downtown, it provides some guidance for those  
7 developers to redevelop sites or to focus on  
8 certain sites, so those are -- there is  
9 numerous -- number of things that we can do and  
10 those are some of the things that we would  
11 consider.

12 MS. SALMONS: You know, I think when we do our  
13 strategic plan in January, it will be a good idea  
14 to spend a lot of time on this and have the board  
15 identify some of the directions that they would  
16 like us to start with and make some progress on.

17 TRUSTEE HOPKINS: Thank you.

18 TRUSTEE ARENDS: Okay. Will the clerk call  
19 the roll.

20 MS. GILESS: Trustee Camerer.

21 TRUSTEE CAMERER: Yes.

22 MS. GILESS: Carbonaro.

23 TRUSTEE CARBONARO: Yes.

24 MS. GILESS: Deyne.

1 TRUSTEE DEYNE: Yes.

2 MS. GILESS: Hopkins.

3 TRUSTEE HOPKINS: Yes.

4 MS. GILESS: Reinke.

5 TRUSTEE REINKE: Yes.

6 MS. GILESS: Arends.

7 TRUSTEE ARENDS: Yes.

8 Motion passes.

9 Is that it?

10 TRUSTEE REINKE: I guess so.

11 TRUSTEE ARENDS: Okay. Building committee.

12 Chairman Hopkins.

13 CHAIRMAN HOPKINS: There is nothing to report  
14 tonight. Thank you.

15 TRUSTEE ARENDS: Okay. Financing and golf.  
16 Chairman Deyne.

17 TRUSTEE DEYNE: Trustee Arends, we have  
18 nothing to report.

19 TRUSTEE ARENDS: Okay. Thank you. I just  
20 wanted to hear you say that.

21 License and ordinance, and all of our  
22 items have been covered under the consent agenda.

23 Police and health committee. Chairman  
24 Carbonaro.

1 TRUSTEE CARBONARO: Nothing to report this  
2 evening. Thank you.

3 TRUSTEE ARENDS: Thank you. And the public  
4 works committee.

5 TRUSTEE CAMERER: Thank you, Madam President.  
6 We only had one thing and it's been placed under  
7 the consent agenda.

8 TRUSTEE ARENDS: Okay. Do we have any new  
9 business tonight?

10 Any old business?

11 Questions or answers?

12 Entertainment?

13 PRESIDENT WALLACE: Well, I don't know how  
14 delayed it is --

15 TRUSTEE CAMERER: You're good.

16 MR. WALLACE: I would just make a comment that  
17 I know that was a tough decision with the Ashton  
18 Gardens, and I'm just hoping that years and years  
19 don't go by before we get another business that's  
20 going to take a look at that area because that's  
21 going to be unfortunate if that stays empty for a  
22 very, very long time, which is most likely, I  
23 would guess, the case. It's not something that I  
24 look forward to seeing that empty lot for years

1 to come, but the board voted the way they felt  
2 necessary and I respect that, so that's all.

3 TRUSTEE ARENDS: Thank you, President Wallace.

4 PRESIDENT WALLACE: It's 93 in Kao-Shan,  
5 Taiwan, right now.

6 TRUSTEE ARENDS: Very nice. Are you making  
7 good diplomatic liaisons with our sister city?

8 PRESIDENT WALLACE: I exchanged gifts with the  
9 vice president of Taiwan two days ago.

10 TRUSTEE ARENDS: Wow. Did you get his  
11 autograph?

12 PRESIDENT WALLACE: I'll give a whole update  
13 when I get back. Thank you.

14 TRUSTEE ARENDS: Thank you for representing us.

15 Okay. We'll entertain a motion to adjourn.

16 TRUSTEE CAMERER: So moved.

17 TRUSTEE DEYNE: Second.

18 TRUSTEE ARENDS: Moved by Trustee Camerer,  
19 seconded by Trustee Deyne to adjourn the meeting.

20 Motion passed. Oh, roll call.

21 MS. GILESS: Trustee Arends.

22 TRUSTEE ARENDS: Yes.

23 MS. GILESS: Camerer.

24 TRUSTEE CAMERER: Yes.

1 MS. GILESS: Carbonaro.

2 TRUSTEE CARBONARO: Yes.

3 MS. GILESS: Deyne.

4 TRUSTEE DEYNE: Yes.

5 MS. GILESS: Hopkins.

6 TRUSTEE HOPKINS: Yes.

7 MS. GILESS: Reinke.

8 TRUSTEE REINKE: Yes.

9 (Proceedings concluded at  
10 8:22 p.m.)

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1 STATE OF ILLINOIS )  
2 COUNTY OF DU PAGE ) SS.

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4 LYNN M. EVANS, CSR, being first duly  
5 sworn on oath says that she is a court reporter  
6 doing business in the state of Illinois; that she  
7 reported in shorthand the proceedings given at  
8 the taking of said public hearing and that the  
9 foregoing is a true and correct transcript of her  
10 shorthand notes so taken as aforesaid, and  
11 contains all the proceedings given at said public  
12 hearing.

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LYNN M. EVANS, CSR  
CSR No. 084-003473

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**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 18, 2016**

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President Pro Temp Arends called the Committee of the Whole meeting to order at 8:23 p.m.

PRESENT: Trustee Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

ABSENT: President Wallace

ALSO PRESENT: Village Administrator Valerie Salmons, Assistant Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Economic Development Coordinator Tony Fradin, Building Director Brian Goralski, Police Chief Kent Williams, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

**PLANNING & ZONING COMMITTEE**

Sonic Drive-In Site Plan Amendment and Variation

Trustee Reinke asked staff for some background information.

Community Development Director Jim Plonczynski stated that there is a petition in front of them for the Sonic Drive-In and they are requesting a Site Plan Amendment and Variations. It is a pretty simple variation request. This property is going to be affected by a right-of-way acquisition by IDOT for the intersection improvements at Route 59 and Stearns Road. The petitioner wanted to maintain the conformity of the property and are therefore seeking a variation to reduce the previously granted variation for the building canopy set back from 53 to 43 feet and elimination of the previously reduced 10 foot interior parkway requirement for the property located at 1121 W Stearns Rd. in the Home Depot subdivision. This request is precipitated by the IDOT right-of-way acquisition and they are looking to move this forward for a Public Hearing.

Trustee Reinke stated that Sonic didn't do anything, this is all IDOT.

Mr. Plonczynski stated that it is all the IDOT acquisition.

Trustee Deyne asked why IDOT is forcing this on them? Why does it have to go before the ZBA and Plan Commission?

Mr. Plonczynski stated that the petitioner understands that if the property is acquired, it places them in a nonconforming status. The Village does not have a policy for when right-of-way is required and their corporation would like to seek the conformance after the right-of-way take, prior to the action, and allow IDOT to go through. It is just housekeeping and they're going to try to expedite it as quickly as possible.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 18, 2016**

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Trustee Reinke stated that they would forward this on to the Zoning Board of Appeals and the Plan Commission and hopefully fast-track it to the Village Board.

Trustee Reinke stated that the next item is the Ace Hardware sales tax rebate.

Ace Hardware Sales Tax Rebate

Mr. Plonczynski stated that this is good news. Staff has been working with David and Adam Ziegler, the owners of eight Ace Hardware stores and they have always liked Bartlett. They are hoping to open their ninth Ace Hardware store at the location where the former Ace Hardware was once located at 136 W. Bartlett Plaza. They have requested a sales tax rebate to help offset the cost with rebuilding the site and buying inventory. The building has been vacant since 2008. The proposed rebate is a \$50,000 sales tax rebate payable at 50% over a period of 10 years or until the \$50,000 threshold is reached. They estimate around \$1 million in sales initially and it could increase.

Trustee Deyne thanked the petitioner for coming to the Village. He stated that a number of them remember the old Ace Hardware and he misses it immensely. He wished them the best of luck and stated that he was very happy they were there.

Trustee Arends stated that she thought this was an excellent idea. She asked about the term of the rebate and asked what would happen if the store closed before they were able to fully collect that rebate amount. She asked if there was some language we could put in the agreement.

Administrator Salmons stated that they can put that in there.

Trustee Arends stated that she deals with an Ace Hardware store way up north in Wisconsin and Ace has a terrific reputation. She stated that she can buy anything from a saddle to winter wear. She thought it was a terrific kind of store and she hoped that his store would be just as good.

David Ziegler, Ace Hardware stated that they intended to but they would not be carrying saddles.

Trustee Arends thanked him for considering Bartlett and she hoped they would join the Chamber of Commerce.

Attorney Mraz referred to page 5 of the draft agreement, section IV, paragraph D. He stated that if it occurs during the first five years from when the agreement begins, they would have to reimburse the Village 100% of what the Village paid them. After that, they would not be required to reimburse.



**VILLAGE OF BARTLETT  
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Trustee Camerer stated that hopefully it's going to be much longer than five years. We are looking forward to having them in the Plaza.

Trustee Hopkins asked when the projected opening would be?

Mr. Ziegler stated that he would expect it to be in the Spring.

Trustee Reinke stated that this will be moved onto the Village Board for a final vote.

Mr. Ziegler thanked the Board and stated that they look forward to doing business. He thought it was a wonderful partnership to have the Village and the Gorski family, along with Ace Hardware Corporation. They really appreciate the Village's support and they will do their best to make them proud.

There being no further business to discuss, Trustee Deyne moved to adjourn the Committee of the Whole meeting and that motion was seconded by Trustee Camerer.

**ROLL CALL VOTE TO ADJOURN**

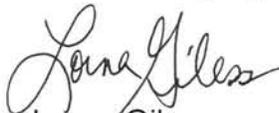
**AYES:** Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

The meeting adjourned at 8:32 p.m.

  
Lorna Gilles  
Village Clerk

LG/

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/1/2016**

**10000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - NOV 2016	15,145.80
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - NOV 2016	141.35
<b>INVOICES TOTAL:</b>		<b>15,287.15</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	132.41
<b>INVOICES TOTAL:</b>		<b>132.41</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	NAME BADGES	37.58
<b>INVOICES TOTAL:</b>		<b>37.58</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LB MEDWASTE SERVICES INC	WASTE CONTAINER PICK UP	247.20
<b>INVOICES TOTAL:</b>		<b>247.20</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW ALBERTSONS INC	FOOD PURCHASE	37.54
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	16.05
<b>INVOICES TOTAL:</b>		<b>53.59</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	13.73
<b>INVOICES TOTAL:</b>		<b>13.73</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	675.00
<b>INVOICES TOTAL:</b>		<b>1,600.00</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

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

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/1/2016**

1	ENGINEERING ENTERPRISES INC	STORM WATER REVIEW	316.00
1	MACKIE CONSULTANTS LLC	GLOBAL TOWING PARKING IMPROVEMENTS	968.73
1	MACKIE CONSULTANTS LLC	SPAULDING/LAMBERT EASEMENT REVISION	1,023.23
<b>INVOICES TOTAL:</b>			<b>2,307.96</b>

**1210-LIABILITY INSURANCE**

**544200-LIABILITY INS DEDUCTIBLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	INTERGOVERNMENTAL RISK	JULY/AUG/SEPT DEDUCTIBLES	5,984.14
<b>INVOICES TOTAL:</b>		<b>5,984.14</b>	

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	302.57
1	KONICA MINOLTA BUSINESS	MAINTENANCE AGREEMENT	91.18
<b>INVOICES TOTAL:</b>		<b>393.75</b>	

**523110-LEGAL PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
** 1	PETTY CASH	PETTY CASH REIMBURSEMENT	43.50
<b>INVOICES TOTAL:</b>		<b>43.50</b>	

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	WAREHOUSE DIRECT	PAPERCLIPS	8.30
<b>INVOICES TOTAL:</b>		<b>8.30</b>	

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	DUPAGE COUNTY RECORDER	RECORDING FEES	40.00
<b>INVOICES TOTAL:</b>		<b>40.00</b>	

**1500-COMMUNITY DEVELOPMENT**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
** 1	TONY FRADIN	ICSC SHOW REGISTRATION	325.00
1	TONY FRADIN	ICSC SHOW TRAVEL EXPENSES	71.00
** 1	PETTY CASH	PETTY CASH REIMBURSEMENT	30.00
<b>INVOICES TOTAL:</b>		<b>426.00</b>	

**532000-AUTOMOTIVE SUPPLIES**

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

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**	1 WEX BANK	FUEL PURCHASES	67.13
			<u>INVOICES TOTAL:</u> <b>67.13</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	118.11
		<u>INVOICES TOTAL:</u> <b>118.11</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 PETTY CASH	PETTY CASH REIMBURSEMENT	9.75
		<u>INVOICES TOTAL:</u> <b>9.75</b>

**1600-BUILDING**

**523010-ELEVATOR INSPECTIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELEVATOR INSPECTION SERVICE	ELEVATOR INSPECTIONS	352.00
1 ELEVATOR INSPECTION SERVICE	ELEVATOR INSPECTION	80.00
		<u>INVOICES TOTAL:</u> <b>432.00</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	88.18
		<u>INVOICES TOTAL:</u> <b>88.18</b>

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	6,990.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,325.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	410.00
		<u>INVOICES TOTAL:</u> <b>8,725.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	123.02
		<u>INVOICES TOTAL:</u> <b>123.02</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	52.50
1 WAREHOUSE DIRECT	APPT BOOKS/HIGHLIGHTERS/MARKERS	170.41
		<u>INVOICES TOTAL:</u> <b>222.91</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	60.00

\*\* Indicates pre-issue check.

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**INVOICES TOTAL: 60.00**

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADT SECURITY SERVICES	ALARM MONITORING SERVICE	43.45
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	670.38
1 VERIZON WIRELESS	WIRELESS SERVICES	397.78
<b>INVOICES TOTAL:</b>		<b>1,111.61</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	81.19
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	78.99
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	129.95
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	35.80
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	962.70
** 1 ILLINOIS SECRETARY OF STATE	VEHICLE REGISTRATION RENEWAL	101.00
1 R.A. ADAMS ENTERPRISES INC	UTILITY TRAILER	155.00
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REPLACEMENT	99.95
<b>INVOICES TOTAL:</b>		<b>1,667.48</b>

**526050-VEHICLE SET UP**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT/NEW PD ADMIN VEHICLE	1,374.59
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT/NEW PATROL VEHICLES	15,981.75
<b>INVOICES TOTAL:</b>		<b>17,356.34</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARROWHEAD SCIENTIFIC INC	EVIDENCE/CRIME SCENE TAPE	394.22
1 CDW GOVERNMENT INC	DVD-R DISCS	87.75
1 INTOXIMETERS INC	MATERIALS & SUPPLIES	324.25
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	76.62
1 TOPS IN DOG TRAINING	K-9 TRAINING/BOARDING	223.00
1 WAREHOUSE DIRECT	TONER	324.62
1 WAREHOUSE DIRECT	TONER	117.55
1 WAREHOUSE DIRECT	TONER/PENS/BATTERIES	407.89
<b>INVOICES TOTAL:</b>		<b>1,955.90</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 R & M SPECIALTIES LTD	POLO SHIRTS	105.00
1 RAY O'HERRON CO INC	SHIRT REPLACEMENT	192.97

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 297.97

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS-WEST	MONTHLY SUBSCRIPTION	186.46
<u>INVOICES TOTAL:</u>		<u>186.46</u>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KIESLER'S POLICE SUPPLY INC	AMMUNITION	461.09
1 KIESLER'S POLICE SUPPLY INC	AMMUNITION	10,517.64
<u>INVOICES TOTAL:</u>		<u>10,978.73</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	6,914.19
<u>INVOICES TOTAL:</u>		<u>6,914.19</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABILITY AWARDS INC	NAME PLATE INSERT/ENGRAVING	91.80
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	11.96
1 STATE GRAPHICS	BUSINESS CARDS	44.00
1 STATE GRAPHICS	BUSINESS CARDS	44.00
1 WAREHOUSE DIRECT	PRIVACY FILTER	170.81
1 WAREHOUSE DIRECT	TONER/PENS/BATTERIES	506.88
<u>INVOICES TOTAL:</u>		<u>869.45</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 NORA ACKERLEY	CALEA CONFERENCE EXPENSES	996.34
1 JASON AMORE	TRAINING EXPENSES	66.60
** 1 HILTON GARDEN INN	LODGING/CALEA CONFERENCE	744.50
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	100.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	375.00
1 TOPS IN DOG TRAINING	K-9 TRAINING/BOARDING	250.00
** 1 KENT WILLIAMS	IACP CONFERENCE EXPENSES	1,702.20
<u>INVOICES TOTAL:</u>		<u>4,234.64</u>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	279.88
<u>INVOICES TOTAL:</u>		<u>279.88</u>

**544001-PRISONER DETENTION**

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

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2 NEW ALBERTSONS INC	FOOD PURCHASES/SUPPLIES	36.80
1 VILLAGE SUDS STATION INC	LAUNDRY SERVICES	28.05
<b>INVOICES TOTAL:</b>		<b>64.85</b>

**545100-EMERGENCY MANAGEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	2.11
<b>INVOICES TOTAL:</b>		<b>2.11</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	337.00
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	36.00
<b>INVOICES TOTAL:</b>		<b>373.00</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 R.A. ADAMS ENTERPRISES INC	UTILITY TRAILER	995.00
<b>INVOICES TOTAL:</b>		<b>995.00</b>

**1800-STREET MAINTENANCE**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	95.92
1 UNIFIRST CORP	UNIFORM RENTAL	118.62
<b>INVOICES TOTAL:</b>		<b>214.54</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXANDER EQUIPMENT CO INC	EQUIPMENT RENTAL	820.00
1 TRAFIC SERVICES INC	KICKSTAND CLASSIC EQUIP RENTAL	3,350.00
<b>INVOICES TOTAL:</b>		<b>4,170.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	241.31
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	121.43
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	20.77
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,037.51
1 MIDAMERICAN ENERGY SERVICES LLC	ELECTRIC BILL	7,290.04
1 NICOR GAS	GAS BILL	121.81
1 NICOR GAS	GAS BILL	86.60
<b>INVOICES TOTAL:</b>		<b>9,919.47</b>

**526000-VEHICLE MAINTENANCE**

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

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1 ATLAS BOBCAT LLC	CREDIT - RETURNED PARTS	-467.06
1 WEST SIDE TRACTOR SALES CO	VEHICLE MAINTENANCE	733.95
<b>INVOICES TOTAL:</b>		<b>266.89</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	350.25
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	366.16
<b>INVOICES TOTAL:</b>		<b>716.41</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	1,283.00
1 TRUGREEN-CHEMLAWN SCHAUMBURG	LAWN SERVICE	750.00
<b>INVOICES TOTAL:</b>		<b>2,033.00</b>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LARRY FEDETTE	PUBLIC SIDEWALK REPLACEMENT	541.20
<b>INVOICES TOTAL:</b>		<b>541.20</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M	MATERIALS & SUPPLIES	90.50
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	148.65
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	91.75
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	20.00
<b>INVOICES TOTAL:</b>		<b>350.90</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NAPA AUTO PARTS	EQUIPMENT MAINTENANCE SUPPLIES	17.79
<b>INVOICES TOTAL:</b>		<b>17.79</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	HARD HATS	49.50
<b>INVOICES TOTAL:</b>		<b>49.50</b>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	3,629.14
<b>INVOICES TOTAL:</b>		<b>3,629.14</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

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

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1 ATLAS BOBCAT LLC	EQUIPMENT MAINTENANCE SUPPLIES	180.84
1 ATLAS BOBCAT LLC	EQUIPMENT MAINTENANCE SUPPLIES	325.23
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	1,672.79
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	37.83
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	119.66
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	245.44
1 ILLINOIS RECOVERY GROUP INC	EQUIPMENT MAINTENANCE SUPPLIES	50.00
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	269.95
1 NAPA AUTO PARTS	EQUIPMENT MAINTENANCE SUPPLIES	617.56
1 RUSSO'S POWER EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	83.72
1 STANDARD EQUIPMENT CO	STREET SWEEPER PARTS	476.28
	<b>INVOICES TOTAL:</b>	<b>4,079.30</b>

**534400-STREET MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	359.17
	<b>INVOICES TOTAL:</b>	<b>359.17</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CURB CUTTERS INC	CURB CUT FEE	250.00
1 MIDWEST COMPOST - ELGIN	HARDWOOD BARK MULCH	230.00
	<b>INVOICES TOTAL:</b>	<b>480.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ROBERT ALLEN	IPSI CONFERENCE EXPENSES	174.98
1 INTERGOVERNMENTAL RISK	ELECTRICAL SAFETY TRAINING	63.00
	<b>INVOICES TOTAL:</b>	<b>237.98</b>

**543800-STORMWATER FACILITIES MAINT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	STORM SEWER PROJECT	579.24
1 EARTH INC	HAULED SPOILS/MATERIALS	1,080.00
1 HD SUPPLY WATERWORKS LTD	MAINTENANCE SUPPLIES	1,137.50
1 MATRIX UTILITY CONSTRUCTION LTD	STORM SEWER INSTALLATION	4,088.50
1 WELCH BROS INC	MAINTENANCE SUPPLIES	296.24
	<b>INVOICES TOTAL:</b>	<b>7,181.48</b>

**2200-MFT EXPENDITURES**

**583082-STEARN RD COUNTY CRK CULVRT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HR GREEN INC	STEARN ROAD EXTENSION	6,330.28
1 HR GREEN INC	STEARN ROAD EXTENSION	6,560.67
1 HR GREEN INC	STEARN ROAD EXTENSION	3,967.03

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 16,857.98

**4200-MUNICIPAL BLDG PROJECTS EXP**

**585016-POLICE BUILDING RENOVATIONS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WILLIAMS ARCHITECTS	POLICE STATION STUDY	63,627.90
	<u>INVOICES TOTAL:</u>	<u>63,627.90</u>

**4300-DEVELOPER DEPOSITS EXPENDITURE**

**585000-LOC DRAW PROJECTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MACKIE CONSULTANTS LLC	HERONS LANDING DETENTION POND	2,641.10
	<u>INVOICES TOTAL:</u>	<u>2,641.10</u>

**585044-STREET GARAGE BLDG ADDITION**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SHI	NETWORK PARTS FOR PW ADDITION	522.00
	<u>INVOICES TOTAL:</u>	<u>522.00</u>

**430000-DEVELOPER DEPOSITS FUND**

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

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BRUCE AND ELEANOR HENDRICKS	VBR BOND REFUND	500.00
1 JAN NASIADKA	VBR BOND REFUND	500.00
	<u>INVOICES TOTAL:</u>	<u>1,000.00</u>

**270374-BARTLETT RIDGE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HAMPTON LENZINI AND RENWICK INC	BARTLETT RIDGE SUBDIVISION	908.00
	<u>INVOICES TOTAL:</u>	<u>908.00</u>

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

**523100-ADVERTISING**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BIG BENUZZI'S INDUSTRIAL GUIDE INC	ADVERTISING	250.00
	<u>INVOICES TOTAL:</u>	<u>250.00</u>

**541600-PROFESSIONAL DEVELOPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 TONY FRADIN	BUSINESS RETENTION TRAINING	307.86
	<u>INVOICES TOTAL:</u>	<u>307.86</u>

\*\* Indicates pre-issue check.

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**5000-WATER OPERATING EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	36.51
1 UNIFIRST CORP	UNIFORM RENTAL	36.51
<b>INVOICES TOTAL:</b>		<b>73.02</b>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JULIE INC	QUARTERLY SERVICE FEES	1,080.82
<b>INVOICES TOTAL:</b>		<b>1,080.82</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	OCTOBER 2016 BILLING	423.40
<b>INVOICES TOTAL:</b>		<b>423.40</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	33.43
1 CONSTELLATION ENERGY	ELECTRIC BILL	3,166.97
1 CONSTELLATION ENERGY	ELECTRIC BILL	8,583.24
1 NICOR GAS	GAS BILL	40.41
1 NICOR GAS	GAS BILL	36.68
<b>INVOICES TOTAL:</b>		<b>11,860.73</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	1,323.84
<b>INVOICES TOTAL:</b>		<b>1,323.84</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	2,850.00
1 EARTH INC	HAULED SPOILS/MATERIALS	1,080.00
<b>INVOICES TOTAL:</b>		<b>3,930.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	847.94
<b>INVOICES TOTAL:</b>		<b>847.94</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	OCTOBER BILLS POSTAGE	1,635.40

\*\* Indicates pre-issue check.

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**INVOICES TOTAL: 1,635.40**

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	102.99
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	37.83
1 NAPA AUTO PARTS	EQUIPMENT MAINTENANCE SUPPLIES	515.19
<b>INVOICES TOTAL:</b>		<b>656.01</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST COMPOST - ELGIN	HARDWOOD BARK MULCH	230.00
<b>INVOICES TOTAL:</b>		<b>230.00</b>

**534810-METER MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER MATERIALS	940.00
1 WATER RESOURCES INC	WATER METER MATERIALS	705.00
<b>INVOICES TOTAL:</b>		<b>1,645.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ROBERT ALLEN	IPSI CONFERENCE EXPENSES	174.98
1 VILLAGE OF ALGONQUIN	SEMINAR FEES	37.50
<b>INVOICES TOTAL:</b>		<b>212.48</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT ROOFING	PUMP STATION ROOF INSTALLATION	10,258.00
<b>INVOICES TOTAL:</b>		<b>10,258.00</b>

**500000-WATER FUND**

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUYIT INC	REFUND/WATER BILL OVERPAYMENT	27.04
1 MUSTAFA MOHAMMED	REFUND/WATER BILL OVERPAYMENT	9.39
1 MARGARET POLTROCK	REFUND/WATER BILL OVERPAYMENT	35.75
1 ROYAL/LINDA WOLBERG	REFUND/WATER BILL OVERPAYMENT	24.34
<b>INVOICES TOTAL:</b>		<b>96.52</b>

**5100-SEWER OPERATING EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	66.22

\*\* Indicates pre-issue check.

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1 UNIFIRST CORP	UNIFORM RENTAL	138.73
		<u>INVOICES TOTAL: 204.95</u>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JULIE INC	QUARTERLY SERVICE FEES	1,080.83
		<u>INVOICES TOTAL: 1,080.83</u>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	OCTOBER 2016 BILLING	423.40
		<u>INVOICES TOTAL: 423.40</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	296.00
		<u>INVOICES TOTAL: 296.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	85.93
1 CONSTELLATION ENERGY	ELECTRIC BILL	223.43
1 NICOR GAS	GAS BILL	27.21
1 NICOR GAS	GAS BILL	25.71
1 NICOR GAS	GAS BILL	24.24
1 NICOR GAS	GAS BILL	24.63
1 NICOR GAS	GAS BILL	109.68
1 NICOR GAS	GAS BILL	26.58
1 NICOR GAS	GAS BILL	82.07
		<u>INVOICES TOTAL: 629.48</u>

**524210-SLUDGE REMOVAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	2,428.75
		<u>INVOICES TOTAL: 2,428.75</u>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	HAULED SPOILS/MATERIALS	540.00
		<u>INVOICES TOTAL: 540.00</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS NORTH CENTRAL	CYLINDER RENTAL	148.65
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	420.98
1 PRO CHEM INC	MATERIALS & SUPPLIES	2,280.07

\*\* Indicates pre-issue check.

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**INVOICES TOTAL: 2,849.70**

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,380.40
<b>INVOICES TOTAL:</b>		<b>2,380.40</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	1,079.47
<b>INVOICES TOTAL:</b>		<b>1,079.47</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/INK CARTRIDGES/SUPPLIES	663.38
<b>INVOICES TOTAL:</b>		<b>663.38</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	OCTOBER BILLS POSTAGE	1,635.40
<b>INVOICES TOTAL:</b>		<b>1,635.40</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOILER & WELDING CO INC	ANNUAL BOILER/PUMP MAINTENANCE	2,125.00
1 AUTOZONE INC	EQUIPMENT MAINTENANCE SUPPLIES	51.08
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	37.84
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	13.82
1 LIONHEART CRITICAL POWER	GENERATOR INSPECTION	5,775.00
1 LIONHEART CRITICAL POWER	BLOCK HEATER	153.22
1 RALPH HELM INC	EQUIPMENT MAINTENANCE SUPPLIES	48.62
1 RALPH HELM INC	EQUIPMENT MAINTENANCE SUPPLIES	321.94
1 RALPH HELM INC	EQUIPMENT MAINTENANCE SUPPLIES	182.50
1 STANDARD EQUIPMENT CO	STREET SWEEPER PARTS	1,306.81
<b>INVOICES TOTAL:</b>		<b>10,015.83</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST COMPOST - ELGIN	HARDWOOD BARK MULCH	230.00
1 WELCH BROS INC	CRUSHED CONCRETE	208.23
<b>INVOICES TOTAL:</b>		<b>438.23</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	STACK CHAIRS	1,180.00
<b>INVOICES TOTAL:</b>		<b>1,180.00</b>

\*\* Indicates pre-issue check.

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**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ROBERT ALLEN	IPSI CONFERENCE EXPENSES	174.99
1 VILLAGE OF ALGONQUIN	SEMINAR FEES	37.50
<b>INVOICES TOTAL:</b>		<b>212.49</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582023-PHOSPHORUS REMOVAL SYSTEM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	PHOSPHORUS REMOVAL REPORT	1,221.21
<b>INVOICES TOTAL:</b>		<b>1,221.21</b>

**520-PARKING FUND REVENUES**

**450200-PARKING METER REVENUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	1.50
<b>INVOICES TOTAL:</b>		<b>1.50</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	42.57
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
<b>INVOICES TOTAL:</b>		<b>66.57</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	71.73
1 CONSTELLATION ENERGY	ELECTRIC BILL	680.43
1 CONSTELLATION ENERGY	ELECTRIC BILL	78.08
<b>INVOICES TOTAL:</b>		<b>830.24</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	92.30
1 ROSCOE CO	MATS	102.66
1 TEMPERATURE ENGINEERING INC	MONTHLY MAINTENANCE AGREEMENT	550.00
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	349.78
<b>INVOICES TOTAL:</b>		<b>1,094.74</b>

\*\* Indicates pre-issue check.

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**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHANNEL FORE INC	ADVERTISING	415.83
		<u>INVOICES TOTAL: 415.83</u>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CINTAS FIRE PROTECTION	FIRE ALARM SYSTEM REPAIRS	9,007.00
		<u>INVOICES TOTAL: 9,007.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	2,823.76
1 CONSTELLATION ENERGY	ELECTRIC BILL	42.23
1 NICOR GAS	GAS BILL	331.05
		<u>INVOICES TOTAL: 3,197.04</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/TONER	62.50
		<u>INVOICES TOTAL: 62.50</u>

**534332-PURCHASES - GOLF BALLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	370.64
1 ACUSHNET COMPANY	GOLF BALLS/MISC. MERCHANDISE	138.79
		<u>INVOICES TOTAL: 509.43</u>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 ACUSHNET COMPANY	GOLF BALLS/MISC. MERCHANDISE	72.00
		<u>INVOICES TOTAL: 72.00</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CINTAS FIRE PROTECTION	FIRE ALARM DESIGN DRAWINGS	5,400.00
1 CINTAS FIRE PROTECTION	FIRE ALARM REPAIRS	456.00
		<u>INVOICES TOTAL: 5,856.00</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PAINT WORKS OF ILLINOIS INC	CLUBHOUSE PAINTING SERVICES	4,875.00
		<u>INVOICES TOTAL: 4,875.00</u>

**5510-GOLF MAINTENANCE EXPENSES**

\*\* Indicates pre-issue check.

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**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	941.24
1 CONSTELLATION ENERGY	ELECTRIC BILL	14.07
1 NICOR GAS	GAS BILL	47.31
1 NICOR GAS	GAS BILL	110.36
<b>INVOICES TOTAL:</b>		<b>1,112.98</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	181.87
1 TEMPERATURE ENGINEERING INC	MONTHLY MAINTENANCE AGREEMENT	75.00
<b>INVOICES TOTAL:</b>		<b>296.87</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	470.62
1 CONSTELLATION ENERGY	ELECTRIC BILL	7.04
1 NICOR GAS	GAS BILL	55.18
<b>INVOICES TOTAL:</b>		<b>532.84</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	48.32
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	25.48
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	36.33
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	20.00
<b>INVOICES TOTAL:</b>		<b>130.13</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/TONER	39.50
<b>INVOICES TOTAL:</b>		<b>39.50</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	81.56
1 ELGIN BEVERAGE CO	BEER PURCHASE	21.56
1 EUCLID BEVERAGE LTD	BEER PURCHASE	71.40
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	173.50
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	98.04
1 GORDON FOOD SERVICE INC	CREDIT - RETURNED ITEM	-55.71
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	480.40

\*\* Indicates pre-issue check.

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1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	216.34
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	213.88
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	91.72
1 SCHAMBERGER BROS INC	BEER PURCHASE	170.19
1 TURANO BAKING CO	FOOD PURCHASE	50.00
<b>INVOICES TOTAL:</b>		<b>1,612.88</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	181.88
1 M & M SPECIAL EVENTS CO	CHAIR TIE RENTAL	125.00
1 M & M SPECIAL EVENTS CO	CHAIR TIE RENTAL	192.00
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	209.42
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	40.31
1 TEMPERATURE ENGINEERING INC	MONTHLY MAINTENANCE AGREEMENT	75.00
<b>INVOICES TOTAL:</b>		<b>865.61</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELEGANT PRESENTATIONS INC	CHAIR COVER RENTAL	533.00
<b>INVOICES TOTAL:</b>		<b>533.00</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	ADVERTISING	40.00
<b>INVOICES TOTAL:</b>		<b>40.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	470.62
1 CONSTELLATION ENERGY	ELECTRIC BILL	7.04
1 NICOR GAS	GAS BILL	55.18
<b>INVOICES TOTAL:</b>		<b>532.84</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	48.33
1 EDWARD DON & COMPANY	FOOD SERVICE SUPPLIES	149.05
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	25.48
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	37.95
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	40.00
1 MLA WHOLESALE INC	FLOWERS	42.85

\*\* Indicates pre-issue check.

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1	MLA WHOLESALE INC	FLOWERS	79.20
1	SIGN-A-RAMA	WEDDING BANNER	45.00
<b>INVOICES TOTAL:</b>			<b>467.86</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	WAREHOUSE DIRECT	PAPER/TONER	80.00
<b>INVOICES TOTAL:</b>			<b>80.00</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	734.07
1	GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	173.50
1	GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	1,604.02
1	GORDON FOOD SERVICE INC	FOOD PURCHASE	42.61
1	GRECO AND SONS INC	CREDIT - RETURNED ITEM	-19.95
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	40.98
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	1,100.00
1	GRECO AND SONS INC	FOOD PURCHASE	19.90
1	GRECO AND SONS INC	FOOD PURCHASE	19.95
1	IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	68.40
1	IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	280.00
1	IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	105.00
1	IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	193.60
1	IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	236.25
1	LAKESHORE BEVERAGE	BEER PURCHASE	133.51
1	NEW ALBERTSONS INC	FOOD PURCHASES	536.04
1	PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	91.72
1	SCNS SPORTS FOODS	FOOD PURCHASE	97.20
1	TURANO BAKING CO	FOOD PURCHASE	117.92
1	TURANO BAKING CO	FOOD PURCHASE	185.08
1	TURANO BAKING CO	FOOD PURCHASE	53.80
<b>INVOICES TOTAL:</b>			<b>5,813.60</b>

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	ELGIN BEVERAGE CO	BEER PURCHASE	20.92
1	GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	43.89
1	GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	67.79
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	51.90
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	160.00
<b>INVOICES TOTAL:</b>			<b>344.50</b>

**6000-CENTRAL SERVICES EXPENSES**

\*\* Indicates pre-issue check.

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**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	306.63
1 TYCO INTEGRATED SECURITY LLC	QUARTERLY SERVICE FEE	255.00
<b>INVOICES TOTAL:</b>		<b>561.63</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	204.85
1 COMCAST	VPN SERVICE	239.85
<b>INVOICES TOTAL:</b>		<b>444.70</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	BARTLETTER	3,316.00
<b>INVOICES TOTAL:</b>		<b>3,316.00</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	PLUMBING SERVICES	190.00
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	193.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	1,455.00
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	111.71
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 CLIMATE PROS INC	LIGHT POLE OUTLET REPAIRS	405.98
1 TRUGREEN-CHEMLAWN SCHAUMBURG	LAWN SERVICE	129.00
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
<b>INVOICES TOTAL:</b>		<b>2,697.09</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALL ONE	TELEPHONE BILL	1,372.27
1 PAETEC	TELEPHONE BILL	510.26
<b>INVOICES TOTAL:</b>		<b>1,882.53</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	40.64
<b>INVOICES TOTAL:</b>		<b>40.64</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	90.55
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	216.00

\*\* Indicates pre-issue check.

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1	GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	154.80	
**	1	PETTY CASH	PETTY CASH REIMBURSEMENT	14.72
	1	WAREHOUSE DIRECT	CLEANING SUPPLIES	21.71
			<u>INVOICES TOTAL:</u>	<u>497.78</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TYLER TECHNOLOGIES INC	GODOCS FORMS UPGRADE	3,000.00
		<u>INVOICES TOTAL:</u>
		<u>3,000.00</u>

**7000-POLICE PENSION EXPENDITURES**

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ILLINOIS PROFESSIONAL	BALANCE DUE/SEMINAR FEE	40.00
		<u>INVOICES TOTAL:</u>
		<u>40.00</u>

**GRAND TOTAL: 316,494.14**

GENERAL FUND	117,955.79
MOTOR FUEL TAX FUND	16,857.98
MUNICIPAL BUILDING FUND	63,627.90
DEVELOPER DEPOSITS FUND	5,071.10
BREWSTER CREEK TIF MUN ACCT	557.86
WATER FUND	34,273.16
SEWER FUND	27,279.52
PARKING FUND	898.31
GOLF FUND	37,492.15
CENTRAL SERVICES FUND	12,440.37
POLICE PENSION FUND	40.00
<b>GRAND TOTAL</b>	<b>316,494.14</b>

\*\* Indicates pre-issue check.



## COMMUNITY DEVELOPMENT MEMORANDUM

16-226

**DATE:** October 24, 2016  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Tony Fradin, E.D. Coordinator *TF*  
**RE:** Ace Hardware sales tax rebate

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### MOST RECENT DISCUSSION:

The Planning & Zoning Committee reviewed a request for a Sales Tax Rebate from David and Adam Ziegler, who propose re-opening an Ace Hardware store at the former Ace Hardware location in Bartlett Plaza, at its October 18<sup>th</sup> meeting.

After reviewing the request, Staff was directed to place this item on the next Village Board meeting for a final vote.

### BACKGROUND:

136 Bartlett Plaza is the 10,200 square foot back corner unit of Bartlett Plaza that was previously occupied by Ace Hardware for many years until its closing in 2008.

Village officials, residents and Staff lamented Ace Hardware's closing, citing the excellent customer service that they provided, convenient location for downtown area residents, and the blight and poor image that the vacant anchor portion of that building contributed to. Staff has reached out to Ace Hardware at its corporate level and local operators periodically throughout the past eight years in an effort to attract a new operator to that location.

Staff was approached by the Zeigler family, well-known operators of eight Ace Hardware locations, and Mr. David Ziegler served as the chairman of the Ace Hardware Board of Directors from 2008 through 2014.

Due to what the Zeigler family reported as extraordinary costs and risk involved with the re-opening of an Ace Hardware location in downtown Bartlett, they have requested an incentive to assist with their proposed reopening of the Ace Hardware. Staff explained that without a Tax Increment Financing (TIF) district in place, the Village would consider an alternative, such as a sales tax rebate.

Staff continued meeting with David and Adam Zeigler in an effort to attract Ace Hardware to this space. Last month, Staff discussed the specifics of a sales tax rebate incentive, specifically a maximum **\$50,000 rebate**, paid out as a **50% rebate** of the sales tax collected by the Village for a period of **ten years or until the \$50,000 threshold is achieved**, whichever comes first. Staff suggested that the Zieglers make a formal written request to the Village (see attached). The Zieglers believe this to be a fair offer as they are making a significant investment in the site.

The State of Illinois Department of Revenue's website indicates a total of 611 sales tax sharing agreements throughout the State, the majority of which are 50% or greater to the businesses and all of which have some amount of time and/or money within the parameters.

Bartlett does not currently have any active sales tax sharing agreements outstanding, but has previously entered into five: (1) Abel RV center expired March 2015; (2) Cee Bee's Finer Foods expired and out of business in 2000; (3) Dominick's Finer Foods expired in 2006 and out of business 2013; (4) Home Depot expired in 2011; and (5) Welch Brothers for ten years, April 2006 through April 2016.

Working cooperatively with the Zeiglers to redevelop the former Ace Hardware location into a new, better-run Ace Hardware operation would fulfill several goals and objectives for the Village's 2016-2017 Strategic Plan including continuing to develop the downtown and addressing policies, processes and regulations regarding the business community.

This project also fits well into the recently-adopted Marketing Plan for 2016-2020 by attracting new business and investment into a long-vacant space that can help serve as a catalyst to further investment in the downtown area in conjunction with the recently adopted TOD Plan.

Beyond the broad parameters of the rebate amount, Staff has several additional recommendations to help safeguard the Village's investment in this project, including a "claw back provision" should the Zeigler family sell their interest in the Ace to another operator, if the "Ace Hardware" flag would be removed or changed to a non-branded hardware store, if the Ace Hardware come to have multiple violations of the property maintenance Code, or if the Ace Hardware should fail to meet its lease obligations.

Staff does not anticipate any of the above, as the Zeigler family has successfully operated Ace Hardware stores for over eight decades and indicated that they intend to operate in Bartlett permanently.

**RECOMMENDATION:**

To approve the Agreement Between the Village of Bartlett and Z Hardware Company for the Provision of Financial Assistance in the form of a Sales Tax Rebate in an effort to attract Ziegler's Ace Hardware to the Village of Bartlett.

# Ziegler's **ACE** Hardware

215 N. Spring Street Elgin, Illinois 60120 847/741-8330 FAX 847/741-9520 www.zace.net

9-20-16

To: Village President and Board of Trustees of the Village of Bartlett

Subject: Request for Sales Tax Sharing Incentive

Ziegler's Hardware was founded in 1930 by Lyle A. Ziegler in Elgin, IL. He joined Ace Hardware Corporation in 1934. Ziegler's Ace is currently owned and operated by David and Adam Ziegler, third and fourth generation family members. We have eight first class Ace Hardware stores in Elgin (2), South Elgin, Huntley, Carpentersville, Lake in the Hills, Crystal Lake and Cary, IL.

*Ziegler's Ace Vision – To be the most helpful hardware stores on the planet.*

*Ziegler's Ace Noble Purpose – Our team develops trusting relationships with our neighbors by helping them find everyday solutions for their home and business.*

Ace Hardware Corporation was formed in 1924 and is a dealer owned cooperative. It currently has approximately 4200 stores domestically and 600 stores internationally. In 2015, its global sales were just over \$5 billion. Ace Hardware stores are generally located in neighborhoods and offer a local alternative to the investor owned mega stores like Wal-Mart, Home Depot and Lowes.

Ace stores focus on convenience, reliability and helpfulness. Our merchandise mix includes many brands the big boxes do not carry including Craftsman tools and equipment, Benjamin Moore paint, Stihl power equipment and a higher end Weber and Traeger grill assortment.

If the Ziegler family moves forward with this investment, we would be responsible for coordinating interior alterations that include, polished concrete flooring, removal of one interior wall, LED overhead light replacements, new entry and loading doors, extensive painting and minor plumbing improvements. This totals approximately \$90,000.

Other significant investments include inventory \$400,000, along with new racking, computer equipment, interior and exterior signage and operating equipment investments of \$250,000.

We expect to staff the store with 4 full time and 8 part time associates. Our projected sales over the first ten years are just over \$12,000,000.

These are significant dollar amounts for a local family company to consider before investing in the Village of Bartlett. The sales tax sharing incentive will go a long way in mitigating some of the risk of moving forward with the project.



David Ziegler, President



Adam Ziegler, Vice President

RESOLUTION 2016 - \_\_\_\_\_

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND Z HARDWARE CO. FOR THE PROVISION OF FINANCIAL ASSISTANCE IN THE FORM OF A SALES TAX REBATE**

---

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

**SECTION ONE:** The Agreement dated November 1, 2016, between the Village of Bartlett and Z Hardware Co. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, to the Reimbursement 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 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 1, 2016**

**APPROVED:        November 1, 2016**

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

**ATTEST:**

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

### **CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2016 - \_\_\_\_\_ enacted on November 1, 2016, and approved on November 1, 2016, as the same appears from the official records of the Village of Bartlett.

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

**AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND  
Z HARDWARE CO. FOR THE PROVISION OF FINANCIAL  
ASSISTANCE IN THE FORM OF A SALES TAX REBATE**

---

This Agreement (the "Agreement") is made and entered into as of the 1<sup>st</sup> day of November, 2016 by and between the VILLAGE OF BARTLETT, an Illinois Municipal Corporation, and Z HARDWARE CO., an Illinois Corporation.

**SECTION 1: RECITALS**

A. The Village of Bartlett currently receives municipal retailers' occupation sales tax (hereinafter "Sales Tax") in the amount of one percent (1%) of sales.

B. The Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") have determined that a portion of this sales tax may be rebated to businesses in Bartlett in order to assist with the expansion of existing businesses which help to provide a diverse economic base and a healthy tax base, all in accordance with 65 ILCS 5/8-11-20.

C. Z Hardware Co. doing business as Ziegler's Ace Hardware and the Village of Bartlett desire to enter into an economic incentive agreement in accordance with 65 ILCS 5/8-11-20 whereby the Village of Bartlett will share or rebate a portion of retailers' occupation taxes received by the municipality and generated by the operation of a Ziegler's Ace Hardware store in Bartlett, subject to the terms and condition of this Agreement.

D. Z Hardware Co. has proposed capital improvements (hereinafter the "Project") to facilities it intends to lease in the Bartlett Plaza Shopping Center, specifically the 10,000 +/- S.F. space commonly known as 136 Bartlett Plaza, Bartlett, Illinois (the "Lease Premises") in order to operate a hardware store in said space.

E. The Lease Premises were previously used by a different hardware store operator that closed its hardware store operations in 2008, and the Lease Premises have remained vacant for the last eight years.

F. The statutory prerequisites to the validity of such a sales tax abatement agreement are present and acknowledged in that:

(i) The Project requires economic assistance from the Village of Bartlett in order to stay competitive; and

(ii) The Project as contemplated would not be reasonably possible in absence of this Agreement; and

(iii) The Project is expected to create job opportunities within the Village; and

(iv) The Project will serve to further the development of adjacent areas; and

(v) Z Hardware Co. meets high standards of credit-worthiness and financial strength which is evidenced by Exhibit A which is a letter from a financial institution which has assets of \$10,000,000 or more, which is attached hereto and incorporated herein as if fully set forth.

(vi) The Project will strengthen the commercial sector and enhance the tax base of the Village; and

(vii) This economic incentive agreement is made in the best interest of the Village.

G. The Corporate Authorities of Bartlett have decided to rebate a portion of sales tax funds generated by Z Hardware Co. from its operation of a hardware store on the Lease Premises to offset the cost of reimbursement of its Project.

**WHEREFORE**, based on the foregoing Recitals, statutory authorization and other good and valuable considerations incorporated herein, the Village of Bartlett and Z Hardware Co. hereby agree as follows:

## **SECTION II: INCORPORATIONS OF RECITALS.**

The foregoing recitals and findings are incorporated herein as is fully set forth as representing the intent of the parties and as substantive terms, conditions and covenants of this Agreement.

## **SECTION III: DEFINITIONS.**

The purpose of this Agreement, the following terms shall have the following meanings:

A. The term "Ziegler's Ace Hardware" shall mean Z Hardware Co., an Illinois corporation.

B. "Z Hardware Co." does business as "Ziegler's Ace Hardware", and as used herein shall be one and the same, and shall refer to the Illinois corporation.

C. The term "Village" shall mean the Village of Bartlett.

D. The term "Municipal Sales Tax" shall mean any and all "municipal retailers' occupation tax", "municipal service occupation tax", and "municipal use tax", as such terms are used in Article 8, Division 11 of the Illinois Municipal Code, as the same may from time to time be amended, or as may be contained in an ordinance passed pursuant to the Village's authority with respect to the Village's obligations under this Agreement.

E. The term "Commencement Date" shall mean the first day of January of the 2017 calendar year so long as Ziegler's Ace Hardware has received a building permit for the Project during 2016 or 2017.

F. The term "Sales Tax Year(s)" shall mean the 12 consecutive month period starting on the Commencement Date and ending 12 months later.

G. The term "Period" shall consist of a maximum of ten (10) consecutive Sales Tax Years starting with 2017 and ending with 2027, or until payment in full of the Maximum Reimbursement Amount, whichever shall first occur.

H. The term "Project" shall mean the Required Improvements at the Site.

I. The term "Maximum Reimbursement Amount" shall mean the sum of Fifty Thousand Dollars (\$50,000.00) coming solely from sales tax proceeds generated by Ziegler's Ace Hardware on the Site in Bartlett, Illinois, after approval of this Agreement by the Village.

J. The term "Department" shall mean the Illinois Department of Revenue.

K. The term "Agreement" shall mean this Agreement dated as of November 1, 2016 between the Village of Bartlett and Z Hardware Co. a/b/a Ziegler's Ace Hardware.

L. The term "Site" shall mean the Lease Premises commonly known as 136 Bartlett Plaza, Bartlett, Illinois, as more fully described and depicted on Exhibit B, which is attached hereto and incorporated herein as if fully set forth.

M. The term "Required Improvements" shall mean improvements to the Site as described in Exhibit C, which is attached hereto and incorporated herein as if fully set forth.

#### **SECTION IV: CONDITIONS PRECEDENT TO ZIEGLER'S ACE HARDWARE RECEIPT OF FINANCIAL ASSISTANCE**

A. Ziegler's Ace Hardware shall provide the Village with a copy of a lease for the Lease Premises from Bartlett Plaza Properties, LLC as Landlord, to Z Hardware

Co., as Tenant, for the Lease Premises commonly known as 136 Bartlett Plaza, in the Village of Bartlett.

B. Ziegler's Ace Hardware shall have been issued a building permit for improvements to the Lease Premises after submission of plans showing the Required Improvements for the Project. All plans shall be in conformance with current ordinances and codes of the Village.

C. Payments shall be suspended if the Project is not completed by July 1, 2017, but shall recommence upon any date thereafter when the Project has been completed so long as Z Hardware Co. is in compliance with the other terms of this Agreement.

**SECTION V: PROCEDURE AND REQUIREMENTS FOR THE PROVISION OF FINANCIAL ASSISTANCE TO Z HARDWARE CO.**

A. Distribution Formula. Provided Ziegler's Ace Hardware shall first have satisfied all terms and provisions of Section IV of this Agreement, and thereafter completes the Project by July 1, 2017, and further complies with and continues to be in compliance with all other terms and provisions of this Agreement, the Village shall distribute the Sales Tax revenues payable to the Village and generated by retail sales activities for Ziegler's Ace Hardware on the Lease Premises for each Sales Tax Year during the Municipal Sales Tax Participation Period, to the extent the same are received by the Village from the Department ("Sales Tax Distributions") as follows:

Years 1-10. Z Hardware Co. shall receive 50% of sales tax revenues annually generated by Ziegler's Ace Hardware from the operation of a hardware store on the Lease Premises and payable to the Village for each year during years 1-10 as stated in the Procedure for Distribution, up to the \$50,000 Maximum Reimbursement Amount. All sales tax reimbursements from the Village to Z Hardware Co. shall terminate (i) when the aggregate amount of sales tax rebate paid to Z Hardware Co. total the \$50,000 Maximum Reimbursement Amount; or (ii) upon payment of the Sales Tax Distribution at the end of the 10<sup>th</sup> Sales Tax Year, whichever shall first occur.

B. Procedure for Distribution. For each Sales Tax Year during the Municipal Sales Tax Participation Period, the Village shall make one (1) Sales Tax Distribution by the first quarter of the following Sales Tax Year. Ziegler's Ace Hardware shall cooperate with the Village and sign any and all documents required by the Department to enable the Village to secure information from the Department necessary to compute the amount due with respect to Ziegler's Ace Hardware store in Bartlett, Illinois. The Village shall compute the Municipal Sales Tax revenues for each twelve (12) month annual and make Sales Tax Distributions in accordance with the formula set forth in the foregoing paragraph "A". The Village shall make the annual Sales Tax Distributions within 90 days of the end of the annual period (provided the Village has actually received from the Department the distribution of all Municipal Sales Tax Revenues

applicable to the annual period in question) and each Sales Tax Distribution shall be accompanied by an affidavit from the Village Director of Finance setting forth the determination of such Sales Tax Distribution. If, for any reason, the Department fails to distribute all of the Municipal Sales Tax Revenues to the Village within 90 days of the close of any annual period, then the Village shall make the required annual Sales Tax Distributions within a "reasonable period" of time after it shall have received from the Department all of the Municipal Sales Tax Revenues due the Village for such annual period.

C. Defaults. Subsequent to the Commencement Date, and for the duration of the term of this Agreement or the Municipal Sales Tax Participation Period, whichever shall apply, Z Hardware Co. shall continue to be in compliance with all of the terms and conditions of this Agreement, and all other applicable codes, ordinances, rules, regulations and permits. Should Z Hardware Co. for any reason, fail to remain in continual compliance with the standards set forth herein and, after 30 days written notice and the failure of Z Hardware Co. to remedy any such non-compliance, the Village's duty to make the Sales Tax Distributions during such period of non-compliance shall cease. If, at any time during the balance of the term of this Agreement or the Municipal Sales Tax Participation Period, as appropriate, Z Hardware Co. shall re-establish compliance with all of the applicable standards and the Village shall acknowledge that such compliance exists, the Village's duty to make Sales Tax Distributions as herein provided for shall again become effective. If the Village's duty to make Sales Tax Distributions becomes effective again after a period of non-compliance, the Sales Tax Distributions payable to Z Hardware Co. shall reflect Municipal Sales Tax revenues generated by retail sales activities by Ziegler's Ace Hardware store in Bartlett, Illinois sales occurring on the Site during such period of non-compliance provided such Municipal Sales Tax revenues are actually received by the Village from the Department.

D. Abandonment by Z Hardware Co. Should Z Hardware Co. fail to maintain an ongoing new retail hardware store business on the Lease Premises, or fail to make payment of any and all taxes properly due and owing, it shall be considered to have abandoned the Lease Premises. Upon the abandonment of the Lease Premises by Z Hardware Co., or in the absence of the Village's approval of a proposed transferee, Z Hardware Co. shall make payment to the Village as follows:

If the abandonment occurs during the first five (5) years following the Commencement Date of this Agreement, Z Hardware Co. shall reimburse the Village 100% of all amounts paid by the Village to Z Hardware Co. under this Agreement.

If the abandonment occurs after the first five (5) years following the Commencement Date, no reimbursement from Z Hardware Co. to the Village shall be required.

E. Notice of Default. In the event of any default, breach or violation of this Agreement, the party not in violation, breach or default shall serve written notice upon

the party or parties in violation, breach or default, which notice shall be in writing and shall specify the particular violation, breach or default. The parties hereto reserve the right to any of them hereunder within 30 days from written notice of such violation, breach or default. If such violation, breach or default is so cured to the satisfaction of the parties hereto within said 30-day period, all the terms and conditions of this Agreement shall remain in full force and effect. Any obligation of the Village to make payments hereunder during any violation, breach or default period shall be stayed. Furthermore, any period of violation, breach or default shall not extend the time limits set forth for payments hereunder.

F. Additional Terms and Conditions. The Sales Tax Distributions set forth herein shall be subject to the following additional terms and conditions:

i. Such Sales Tax Distributions shall be payable solely from Municipal Sales Tax Revenues actually received by the Village from the Department and originating from the retail sales activities of Ziegler's Ace Hardware store on the Site, and the Village shall not be obligated to pay any Sales Tax Distributions identified herein from any other fund or source. The obligations of the Village created by or arising under this Agreement shall not be a general debt of the Village or a charge against its general credit or taxing powers, and no recourse shall be had for any payment required to be made under this Agreement against any officer, employee, attorney, elected or appointed official, past, present or future, of the Village.

ii. The Village shall not be required to effect any Sales Tax Distributions from any Municipal Sales Tax Revenues generated after expiration of the Municipal Sales Tax Participation Period. The foregoing, however, shall not relieve the Village from effecting Sales Tax Distributions from Municipal Sales Tax Revenues paid after expiration of the Municipal Sales Tax Participation Period, subject to the limitations of this Agreement, to the extent that such Municipal Sales Tax Revenues were generated during the Municipal Sales Tax Participation Period.

iii. The amount of Sales Tax Distributions required to be paid by the Village to Z Hardware Co. shall not exceed the Distribution Formula.

G. Changes in Law. The parties acknowledge that the Agreement to distribution Municipal Sales Tax Revenues as herein provided is predicated on existing law in the State of Illinois providing for the payment to Illinois municipalities of one per cent (1%) of the sale taxes generated within each such municipality. The General Assembly of the State of Illinois, from time to time, has considered modifying or eliminating the distribution of sales tax revenues to Illinois municipalities. The parties desire to make express provision for the effect of such potential legislative change upon the operation of this Agreement. Accordingly, the parties agree as follows:

i. The Village shall not, under any circumstances, be required to impose a Village sales tax or other tax for providing a source of funds for the Sales Tax Distributions herein contemplated.

ii. Should the Village, through an exercise of its home rule authority, impose a Village sales tax, the revenues thereby generated shall not be subject to the Sales Tax Distributions herein provided for, except to the extent provided otherwise in subsection (vi) hereof.

iii. Should the Illinois General Assembly hereafter and during the Municipal Sales Tax Participation Period eliminate the distribution of sales tax revenues to Illinois municipalities, or otherwise alter the distribution formula in a manner which prevents the Village and Z Hardware Co. from being able to ascertain with specificity the amount of Municipal Sales Tax Revenues being received by the Village as a direct result of the retail sales activities generated by Ziegler's Ace Hardware store on the Site, the Village shall have no obligation to make Sales Tax Distributions to Z Hardware Co. based upon the retail sales activities generated by Ziegler's Ace Hardware on the Site, except to the extent provided otherwise in subsection (vi) hereof. In such instance, Z Hardware Co. shall have option to terminate this Agreement unless it has received the Maximum Benefit hereunder without the requirement of repayment of any sums received by Z Hardware Co.

iv. Should the Illinois General Assembly hereafter and during the Municipal Sales Tax Participation Period increase the percentage of sales tax revenues distributed to Illinois municipalities, the Sales Tax Distributions provided for herein shall continue but shall apply solely to the amount of Municipal Sales Tax revenues equal to one percent (1%) of retail sales activities of Ziegler's Ace Hardware store on the Site, with such distribution continuing to be made in accordance with the distribution formula contained in this Agreement.

v. Should the Illinois General Assembly hereafter and during the Municipal Sales Tax Participation Period reduce the percentage of sales tax revenues distributed to Illinois municipalities, Sales Tax Distributions provided for herein shall continue but solely to the extent of Municipal Sales Tax revenues generated from retail sales of Ziegler's Ace Hardware store on the Site, with such distribution continuing to be made in accordance with the distribution formula contained in this Agreement.

vi. Should the Illinois General Assembly hereafter and during the Municipal Sales Tax Participation Period eliminate, reduce or alter the formula for the distribution of sales tax revenues, as contemplated in subsections (iii) or (v) hereof, and should the Village, during any such period of elimination, reduction or non-attributability occurring within the Municipal Sales Tax Participation Period, through an exercise of its home rule authority, impose a Village sales tax on retail sales activities occurring within the Village's boundaries, and provided the amount of sales tax revenues generated by businesses located on the Site can thereafter be determined with specificity, then the sales tax revenues generated thereby, up to an amount equal to one percent (1%) of the retail sales activities of all businesses located on the Site, shall be distributed in accordance with the distributions (ii) and (iii) of paragraph F above.

H. Documentation Confirming Municipal Sales Tax Revenues. The Village shall provide such authorization and/or take such additional actions as may be required

to obtain necessary information from the Department to enable the Village to determine the amount of Municipal Sales Tax Revenues generated by all retail sales activities of businesses located on the Site during any portion of the Municipal Sales Tax Participation Period. Z Hardware Co. shall provide the Department with any and all documentation required by the Department and shall further provide the Village with a letter in a form satisfactory to the Department, authorizing the Department to release all gross revenue and sales tax information to the Village. In the event the Department refuses or otherwise fails to make the necessary sales tax information available to the Village, Z Hardware Co. shall furnish to the Village copies of the ST-1 and ST-2 monthly statements filed with the Department, certified by the general manager of Ziegler's Ace Hardware store in Bartlett or an officer of Z Hardware Co., showing the amount of Municipal Sales Tax Revenues paid to the Village during such month by Z Hardware Co. and the Village agrees to rely upon such certified monthly statements as evidence of payment in calculating the amount of Sales Tax Distributions available for disbursement to Z Hardware Co. If, for any reason and at any time during the Term of this Agreement, the Department stops using either the ST-1 or ST-2 monthly statement forms for the reporting of gross sales receipts and the determination of gross sales tax obligations, Z Hardware Co. shall furnish to the Village replacement forms as the Department may then employ for determining and receiving such information provided the Village receives certified copies of such replacement forms and evidence of payment of the sums referred to in such forms.

I. Confidentiality. The Village, to the fullest extent permitted by law, shall treat information received by it pursuant to this Agreement as confidential proprietary business information under the Illinois Freedom of Information Act, and, to the extent the Village is required to disclose such information, it shall limit such disclosure so that proprietary information of Ziegler's Ace Hardware is protected and kept confidential to the extent authorized by law.

J. Assignment of Rights. The Village acknowledges that Z Hardware Co. is providing, or causing to be provided, the portion of the financing necessary to complete the Project, and that payments made to Z Hardware Co. pursuant to this Agreement are intended to partially reimburse Z Hardware Co. for the costs it incurs in undertaking such activities. The terms of this Agreement apply and bind to the successors and assignees of the Village. This Agreement may not be assigned by Z Hardware's Co.'s successors without the prior written approval of the Corporate Authorities of the Village, which approval shall not be unreasonably withheld upon the presentation of a successor dealer with adequate experience and funding who agrees to be bound by this Agreement, and who sells hardware and related items that are customarily sold at Z Hardware Co.'s other stores at the site.

K. Annual Appropriation. Where required by law and as is consistent with the concept that the amounts due under this Agreement are not general debt of the Village but only a reimbursement obligation based on sales tax generated by the Ziegler's Ace Hardware on the Site, the Village shall provide for payments required under this

Agreement by annual appropriation in its annual budget ordinance for the fiscal year in which such payment is likely to occur.

L. Notice. All notices and requests required pursuant to this Agreement shall be sent as follows:

If to the Village: Village Administrator  
Village of Bartlett  
31 South Prospect Road  
Bartlett, Illinois, 60172

With a copy to: Village of Bartlett Attorney  
Bryan E. Mraz  
Bryan E. Mraz & Associates, P.C.  
111 East Irving Park Road  
Roselle, Illinois, 60172

If to Ziegler's Ace Hardware: Z Hardware Co.  
215 N. Spring Street  
Elgin, Illinois, 60120

With a copy to: Karrsten Goettel, Ariano Hardy, Ritt, Nyuli, Richmond,  
Lytle & Goettel, PC  
2000 McDonald Road, Suite 200  
South Elgin, Illinois, 60177

or at such addresses as the parties may indicate in writing to the other either by personal delivery, overnight courier or by certified or registered mail, return receipt requested, all with proof of delivery thereof:

M. Time. Time is of the essence under this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

N. Binding Effect. Subject to the limitations set forth in Section V. J., this Agreement shall inure to the benefit of and shall be binding upon the Village, Z Hardware Co., and their respective successors and assigns.

O. Prior Negotiations. All prior negotiations between the parties are incorporated into this Agreement and there are no other agreements or understandings related to the subject matter of this Agreement between them.

P. Amendment. This Agreement may not be modified revised or amended in any way except by written document approved and executed by the mutual Agreement between the parties.

Q. Waiver. No inaction or course of conduct by either party shall be interpreted to waive, release, amend or otherwise alter any term, covenant, or provisions of this Agreement. No written waiver by any party to any term, covenant this Agreement shall constitute or be interpreted to constitute a waiver of any other term, covenant or provision of this Agreement.

R. Jurisdiction. Exclusive jurisdiction to resolve any and all disputes related to this Agreement shall be in the Court of the 18<sup>th</sup> Judicial Circuit, DuPage County, Illinois.

S. Limitation of Liability.

i. Z Hardware Co. hereby waives and releases the Village of Bartlett, its elected officials, officers, agents, employees and successors in their individual capacities from any and all claims, actions, causes of actions, damages, liability, right or claim at law or in equity, except solely as to those Sales Tax Distributions to be paid by the Village to Z Hardware Co. in strict conformance with the terms, covenants, and conditions of this Agreement, and any other such claims, rights, damages, liability, right, or claims at law or equity are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

ii. Z Hardware Co. hereby agrees to indemnify, defend and hold the Village, its elected officials, officers, agents, employees and successors harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorney's fees and court costs) suffered or incurred by the Village arising from or in connection with (a) material misrepresentations or omissions in this Agreement, the Project any financing documents related thereto which are the result of information supplied or omitted by Z Hardware Co. or by agents, employees, contractors, or persons acting under the control or at the request of Z Hardware Co. or (b) the failure of Z Hardware Co. to cure any misrepresentations or omissions in this Agreement; or (c) any claim or cause of action for injury or damage to persons or property brought by third parties arising out of the construction or operation of the Project by Z Hardware Co.

**IN WITNESS WHEREOF**, the parties thereto have executed this Agreement as duly authorized as of the date and year first above written.

VILLAGE OF BARTLETT

Z HARDWARE CO.

By: \_\_\_\_\_  
Kevin Wallace, Village President

By: \_\_\_\_\_  
David Ziegler, President

Attest:

Attest;

\_\_\_\_\_  
Lorna Gilless, Village Clerk

\_\_\_\_\_  
Adam Ziegler, Secretary

**SCHAUMBURG BANK** **Exhibit A**  
**& TRUST COMPANY, N.A.™**  
A WINTRUST COMMUNITY BANK

October 25, 2016

Mr. Tony Fradin, CEcD  
Economic Development Coordinator  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Tony,

I am happy to provide a banking reference for Ziegler's Ace Hardware.

The Banking relationship was started in early 2016, as Ziegler transitioned to Wintrust after a long term relationship with a much larger financial institution.

Ziegler's Ace has a committed working capital facility of mid-six figures with mid-six figures available today.

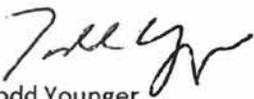
Ziegler's Ace also has its depository relationship with the Bank that maintains a mid-six figure average balance.

All accounts and the credit relationship have been handled as agreed and the Company is in good standing.

Schaumburg Bank & Trust is one of 15 chartered community banks operated by Wintrust Financial Corporation. Wintrust is a publicly traded company on NASDAQ under the symbol WTFC. Total assets of Wintrust now exceed \$25 billion dollars.

Please call or email me if you have any other questions.

Thanks,



Todd Younger  
Senior Vice President  
WINTRUST COMMERCIAL BANKING

(w) 847.364.2383 | (f) 855.822.5857 | (c) 847.204.7720  
[tyounger@wintrust.com](mailto:tyounger@wintrust.com) | [www.wintrust.com](http://www.wintrust.com)

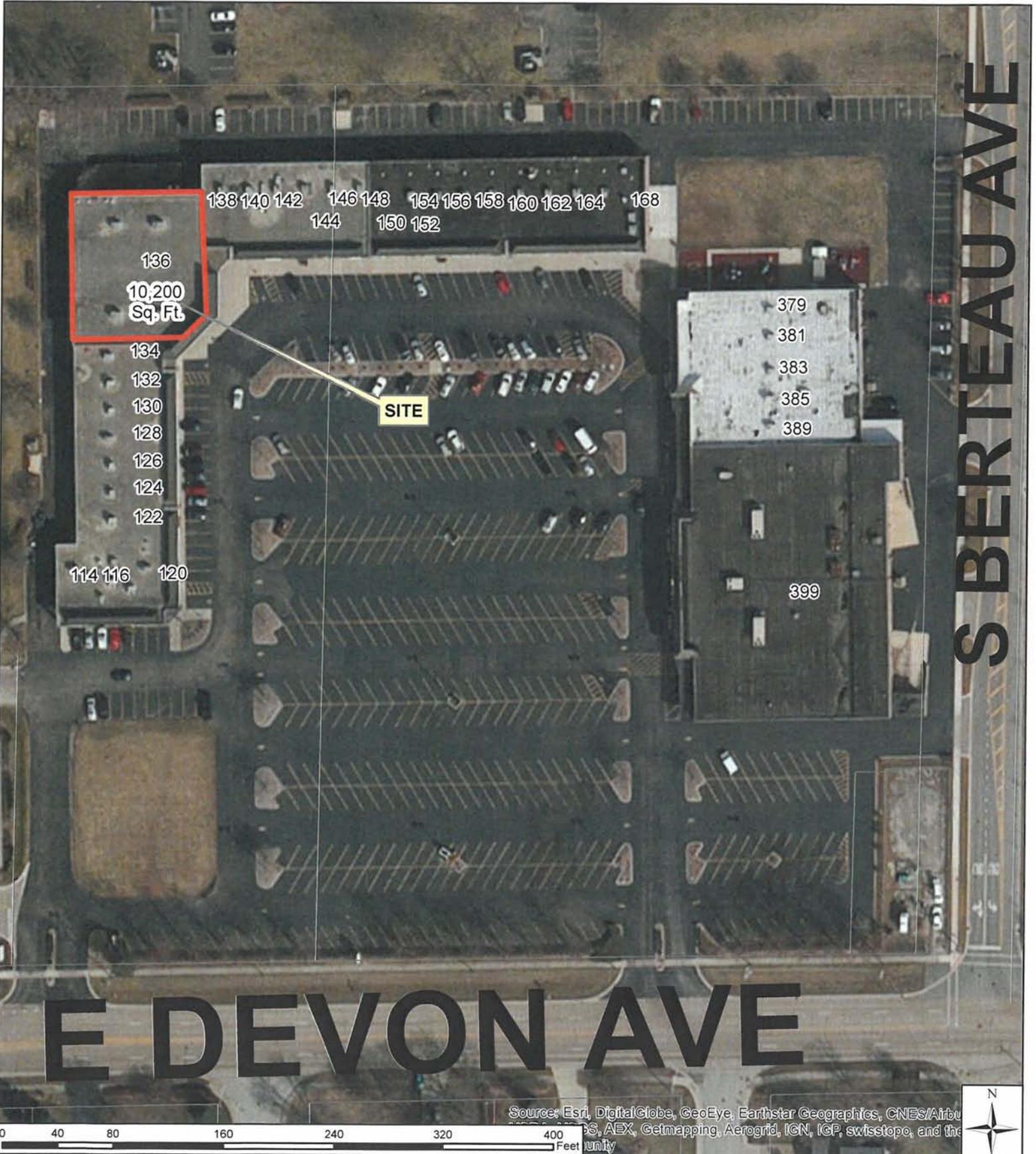
A WINTRUST COMMUNITY BANK

1145 North Arlington Heights Road, Itasca, Illinois 60143 | 847-346-0100 | [www.bankschaumburg.com](http://www.bankschaumburg.com)

# Exhibit B

## LOCATION MAP

136 Bartlett Plaza  
PIN 06-35-317-042



S BERTEAU AVE

E DEVON AVE

138 140 142 146 148 154 156 158 160 162 164 168  
144 150 152

136  
10,200  
Sq. Ft.

134  
132  
130  
128  
126  
124  
122

114 116 120

379  
381  
383  
385  
389

399

SITE

0 40 80 160 240 320 400 Feet

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus, GeoEye, IGN, Aerogrid, IGP, swisstopo, and the



## EXHIBIT C

Tony,

Our investments in the project are:

Leasehold improvements:

\$13,500 – Hallway/vestibule demolition

\$24,000 – Replacement of automatic sliding doors

\$30,000 – Replacement of entire flooring on sales floor

\$16,000 - Installation of LED overhead lighting system

\$5,000 – Painting

\$1,500 – Other

\$90,000 – Total Leasehold Improvements

\$250,000.00 – Racking, fixtures, computer equipment, interior and exterior signage, forklifts and other operating equipment

\$400,000.00 – Inventory

Please let me know if I can be of further assistance.

Smiles!

David



215 N. Spring St., Elgin, IL 60120

847-741-8330 ext 207 - mobile 847-217-0119



# Memorandum

**To:** Scott Skrycki, Assistant to the Administrator  
**From:** Lisa Holland, Administrative Intern  
**Date:** 10/24/2016  
**Re:** Adopt-A-Highway Application

---

The Adopt-A-Highway program has been continued by the Village of Bartlett from year to year as a way to have citizen participation in maintaining and enhancing the appearance of our community.

The Village will provide the group with safety vest, gloves, and garbage bags. The Public Works Department will pick up the trash collected by the group as well. Once the group has completed its first clean-up, a sign will be posted along the highway stating the name of the adopting group.

Girl Scout Troup 1245 would like to formally adopt Prospect Ave between Stearns Rd and Lincoln Dr. Attached is a copy of the application form submitted by the group coordinator, Karen Sanders. Also attached, is a copy of the Adopt-A-Highway agreement and map of the path. The agreement outlines that the group must clean along the highway a minimum of twice a year. The agreement contains a hold harmless provision.

**Motion:**

Move to approve the application for Girl Scout Troup 1245 to Adopt-A-Highway along Prospect Ave, between Stearns Rd and Lincoln Dr.

APPLICATION FOR ADOPT-A-HIGHWAY / ADOPT-A-BIKE PATH



RETURN/SCAN THIS FORM TO:

THE VILLAGE OF BARTLETT

228 S. MAIN STREET

BARTLETT, IL 60103

ATTN: SCOTT SKRYCKI

EMAIL: [sskrycki@vbartlett.org](mailto:sskrycki@vbartlett.org)

Name of Organization: Girl Scout Troop 1245

Mailing Address: 270 Jackson Court  
Bartlett, IL 60103

Group Coordinator: Karen Sanders

Contact Number: 630-550-0597

Contact Email: ksanders-lcpc@yahoo.com

Approximate number of people participating in the clean-up: 15

Time Period (Minimum 2 years): 2+ years

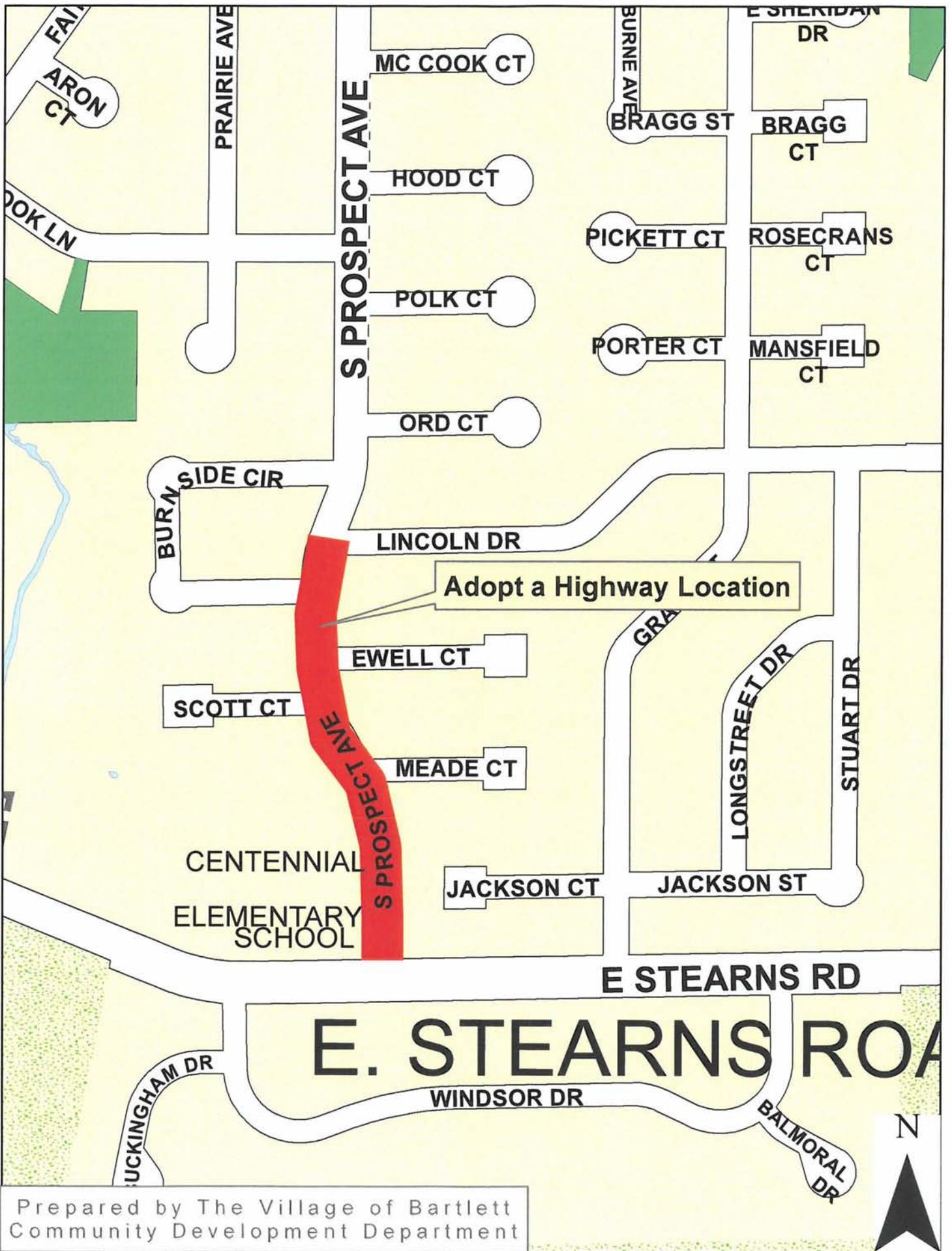
Highways/Bike Paths Interested in Adopting in Order of Preference:

1. Prospect between Stearns and Lincoln

2. \_\_\_\_\_

3. \_\_\_\_\_

Signature: [Handwritten Signature] Date: 10/6/16



Prepared by The Village of Bartlett  
Community Development Department



**Adopt-A-Highway Agreement**

The Village of Bartlett and Village of Bartlett staff recognize the need for litter free parkways along the streets, and are entering into this agreement in an effort to contribute toward maintaining litter free parkways.

By signature below, the group acknowledges the hazardous nature of the work and agrees to the terms and conditions set by the Village of Bartlett.

The Group and its agents and volunteers shall assume all responsibility for, and hold the Village of Bartlett (including their officials, agents, and employees) harmless from, any and all claims or actions resulting from the Group's volunteers' or agents' work in the program, except for the negligent acts of the Village of Bartlett (including their agents or employees).

Members of the Group are jointly and severally bound by the terms and conditions of this agreement. The Group and the Village of Bartlett will fulfill their respective responsibilities as set forth in the attached appendix and is expressly incorporated by reference.

The Village of Bartlett recognizes and approves the group as the adopting organization for the highway of Prospect Ave, between Stearns Road and Lincoln Drive, and the Group accepts the responsibility of picking up litter on this section for a period beginning in November, 2016.

Name of Group: Girls Scouts Troup 1245

Signature: *Karen Stephens* Date: 10-24-2016  
(Group President)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Village President)

## **RESPONSIBILITIES OF THE VILLAGE**

The Village shall:

1. Determine the specific Highway that is adopted.
2. Erect a sign at each end of an adopted section with the name or acronym of the group displayed.
3. Provide the group with garbage bags.
4. Provide the group with the safety apparel.
5. Remove filled garbage bags from an adopted section as soon as practical after litter collection has occurred, and shall otherwise be responsible to remove large, heavy, or hazardous items.

## **RESPONSIBILITIES OF THE GROUP**

Groups participating in the Adopt-A-Highway program shall:

1. Be required to obey and abide by all laws and regulations relating to safety and any other terms and conditions as required by the sponsoring jurisdiction.
2. Provide one adult supervisor for every five youths when persons under age 18 are present on an adopted section.
3. Require the group coordinator, or designee, to conduct group safety meetings and to receive safety training as required by the sponsoring jurisdiction.
4. Adopt a section for a minimum of 2 years.
5. Collect litter along adopted highway at least twice per year.
6. Require the group coordinator to provide prior notice whenever the group intends to collect litter along adopted section.
7. Require group members to properly wear any safety apparel provided by the sponsoring jurisdiction while collecting litter along its adopted section.
8. Be responsible for prohibiting members from possessing, consuming, or being under the influence for alcohol or drugs while on adopted path.
9. Maintain a first aid kit and an adequate supply of drinking water while members are collecting litter along adopted section.
10. Place litter in trash bags provided by the Village and place filled trash bags at a designated location on the adopted section.
11. Not subcontract or assign its duties or responsibilities to any other group or organization.