

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**SEPTEMBER 20, 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 – September 6, 2016
- \*7. **BILL LIST:** September 20, 2016
8. **TREASURER'S REPORT:** July, 2016  
Sales Tax Report – May, 2016  
Motor Fuel Tax Report – June, 2016
9. **PRESIDENT'S REPORT:**
  1. Pride in Ownership Awards
  2. Hanover Township Class D Liquor License Request
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. Rosewood Court Variation for Accessory Structure
- B. **BUILDING COMMITTEE, CHAIRMAN HOPKINS**
  1. None
- C. **FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**
  1. None
- D. **LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS**
  1. Creation of Class B Liquor License
  - \*2. Bartlett High School Homecoming Parade Request
  - \*3. Bartlett High School Homecoming Fireworks Display Request
- E. **POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO**
  1. None
- F. **PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER**
  1. Illinois Route 59 & Stearns Road Intersection Improvements
  2. AT&T License Agreement Amendment

13. **NEW BUSINESS:**
  1. D<sup>A</sup>Licious Crepes & Roti Liquor License Request
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
15. **ADJOURNMENT**



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1. CALL TO ORDER

President Wallace called the regular meeting of September 6, 2016 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustee Arends (via webcam), Camerer, Carbonaro, Deyne, Hopkins, Reinke, and President Wallace

ABSENT: None

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, Community Development Director Jim Plonczynski, Economic Development Coordinator Tony Fradin, Building Director Brian Goralski, Food & Beverage Manager Paul Petersen, Police Chief Kent Williams, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

3. INVOCATION

Chaplin Susan Polay from Jesus Journey Church did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Reinke stated that he would like to add items 2-4 under the Planning & Zoning Committee (Ordinance 2016-69, An Ordinance Accepting the Public Improvements for BAPS On-Site Improvements, 1851 South Route 59; Ordinance 2016-70, An Ordinance Accepting the Public Improvements for BAPS Off-Site Improvements, Army Trail Road and Petersdorf Road; Ordinance 2016-71, An Ordinance Approving of the Final PUD Plan for Phase 4 for the BAPS Mandir Property) to the Consent Agenda.

Trustee Hopkins stated that he would like to remove the Bill List from the Consent Agenda.



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Trustee Camerer moved to amend the Consent Agenda by removing the Bill List from Consent and adding items 2-4 under the Planning & Zoning Committee (Ordinance 2016-69, An Ordinance Accepting the Public Improvements for BAPS On-Site Improvements, 1851 South Route 59; Ordinance 2016-70, An Ordinance Accepting the Public Improvements for BAPS Off-Site Improvements, Army Trail Road and Petersdorf Road; Ordinance 2016-71, An Ordinance Approving of the Final PUD Plan for Phase 4 for the BAPS Mandir Property in addition to the items already shown on the Consent Agenda and that motion was seconded by Trustee Hopkins.

**ROLL CALL VOTE TO AMEND THE CONSENT AGENDA**

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

NAYS: None

ABSENT: None

**MOTION CARRIED**

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

**ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA**

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

NAYS: None

ABSENT: None

**MOTION CARRIED**

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

7. BILL LIST

Trustee Hopkins moved to approve the Bill List and that motion was seconded by Trustee Camerer.

Trustee Hopkins asked about the billing from Christopher Burke for the potable water study which was billed twice for \$4,155 and \$5,802 and asked him to elaborate.

Public Works Director Dan Dinges stated that those are invoices paid for the work they are doing with the Elgin negotiations and discussions with JAWA.

Trustee Hopkins asked if there has been discussions with JAWA lately?

Mr. Dinges stated that they have.

Administrator Salmons stated that they are having current discussions with DuPage again who have asked for an opportunity to show them some numbers. Since things are not



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moving along as quickly as anticipated with Elgin, she decided that they were looking at all of the options, again.

Trustee Hopkins asked who decided this?

Administrator Salmons stated that the staff decided.

Trustee Hopkins stated that the Board of Trustees directed staff to deal with 100% Elgin water.

Administrator Salmons stated that they have spent the last year with Elgin trying to make sure that they got a contract for 100% Elgin. Given that languishing timeframe they decided it was appropriate to make sure, if we reached a point where we could not go any farther, we had other options.

Trustee Hopkins asked why staff didn't think it was necessary to bring this to the Board of Trustees when they were exploring other options.

Administrator Salmons stated that they are exploring the options that they looked at in the first place.

Trustee Hopkins stated that he was quite disturbed about this revelation. You are spending money on engineers to look at things that the Board of Trustees did not direct staff to do. He stated that he is caught off guard. He asked Mr. Dinges about the charges for water modeling and asked him to elaborate.

Mr. Dinges stated that the water modeling is system water modeling for the entire Village. This is needed no matter what option is chosen so they can determine where the mains are that need upgrading so they can get the water across town.

Trustee Hopkins stated that the last he heard, the Board chose Elgin as the option. He asked if they are spending money on engineers without the Village Trustees knowing about it.

Administrator Salmons stated that she would like to put some perspective on this. Burke is working (99% of his time) with Elgin and trying to get a contract out of them relative to water. We had a call from JAWA that said that they heard we were having a hard time and asked us to look at their numbers. That has not been any significant cost from the engineers. She felt that it was a wise thing, if Elgin does not come through, to pick up some negotiations.

Trustee Deyne asked if he was missing something. Isn't it the responsibility of staff to gather information and if that costs money than it costs money. Once staff has that





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information, it would be brought before the Trustees to make a decision. He didn't want to handcuff staff from gathering information.

Administrator Salmons stated that she would not feel handcuffed and she understood Trustee Hopkins comment and acknowledged that.

Trustee Hopkins asked Trustee Deyne if he knew about the JAWA negotiation.

Trustee Deyne stated that he would not question it – he trusts the staff.

**ROLL CALL VOTE TO APPROVE THE BILL LIST**

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

**NAYS:** Trustee Hopkins

**ABSENT:** None

**MOTION CARRIED**

8. **TREASURER'S REPORT - None**

9. **PRESIDENT'S REPORT**

President Wallace stated that the Village had a 125<sup>th</sup> anniversary logo contest to help commemorate Bartlett's milestone birthday. Marisha Telemaque, an 11-year resident, submitted the winning entry. She said she entered the contest to show her children how easily you can get involved in your community. Telemaque's logo has been printed on t-shirts available for purchase through Arts in Bartlett.

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

Trustee Hopkins stated that he was concerned about the talks they have had regarding raising sewer and water rates for 2017 and 2018. He realized they have not had an increase in some time and it was probably due. He stated that they are also talking about building a \$20 million dollar police facility and he was a little worried that both of these may be a big pill for some residents to swallow. He asked staff to put together some numbers to see how much money we are really going to spend and how much will it tax the residents.

Administrator Salmons stated that they have most of the numbers on the police building and will be coming up with numbers relative to the utilities.

Trustee Hopkins stated that they have looked at each thing individually. The both merit being done but if the cost is a big burden they may want to prioritize.



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Trustee Arends asked if this would be something they would do in the budget review anyhow.

Administrator Salmons stated that they would do this during the Capital Budget review which will probably be in November. She felt that Trustee Hopkins is asking for an early heads up on it and they certainly can accomplish that.

11. TOWN HALL

**Al Mategrano, 532 Hawthorne Avenue**

Mr. Motegrano has been a resident for over thirty years and wanted to talk about the Bartlett Plaza shopping center as presented by the downtown TOD Plan dated June 13, 2016. He stated that favorable suggestions for Bartlett Plaza include:

1. Demolish the vacated grocery store
2. Re-landscape parking areas
3. Modernize the façade and signage

He spoke about item #2, adding a north/south route. According to the overview map, a road starts at Devon and goes through Bartlett Plaza then through the apartments, ending at Railroad Avenue. Apartment buildings would have to be demolished. We already have a north/south road from Devon to Railroad called Berteau Avenue. Item #3, relocate displaced businesses and new commercial developments. What is the Village willing to do in conjunction with landlords and developers? Item #4, proposed residential on the east side of Bartlett Plaza when there are two buildings yet to be built at the Bartlett Town Center that are closer to the train station.

**Seth Lewis, 29W571 Sunnydale Court**

Mr. Lewis stated that he is running to be the next State Senator here in the 23<sup>rd</sup> District. He stated that it was an honor to stand in front of the Village tonight. The election is 63 days away and it is going to be a tough election. He was looking to represent his hometown and he would appreciate the residents' votes.

**Marc Shapiro, 510 Ivory Lane**

Mr. Shapiro stated that he has lived on Ivory for three years and has two young children. He was concerned about the train noise on Spaulding. He stated that they cannot open their windows at night because of the trains and noises all night and day. Last year, he and his neighbors came before the Board and asked for Spaulding Road to be widened. They knew that the towing business had to move its driveway. Now, there seems to be an issue with that. Instead of worrying about eighty trains blaring their horns every day, we are worried about a couple of tow trucks? It is not right and not fair. His expectation



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is that he hears some “yes” votes from the Board. If there is some “no” votes he would be happy to make some time to run against them in the next election.

**Sylvia Jesse, 668 Biltmore Drive**

Ms. Jesse stated that she has been a resident for 12 years and her backyard faces both railroad tracks. She stated that she raised twins there and it is not that big of a deal. The concern of having semi-trailers who have complete disregard for safety is a bigger deal. She has informed these truck drivers of the “no parking” rule and was cursed at. To have semi’s coming down Lambert Lane, where there are families with children as well as busloads of children is an accident waiting to happen. She would rather listen to a couple of train horns. She felt that it was more important to deal with a business that is expanding too rapidly for its space. It is time for them to go. It is not safe.

**Samantha Parkhurst, 569 Ivory Lane**

Ms. Parkhurst stated that her concern was the noise, but number one is safety. She understood that it takes unanimous votes to pass this. She didn’t know if they considered widening Lambert or adding a stop sign. She spoke about adding trees. She spoke about the eighty trains per day and the high noise level. Safety is number one but they do want the Quiet Zone. She asked if there were any other options to consider to make everyone happy. She asked the Board to take safety into consideration but also to make it quieter.

**Allison Ozog, 568 Versaille Drive**

Ms. Ozog stated that she has a unique perspective. She lived in Amber Grove and currently lives in Castle Creek. She has heard the train noises at Naperville and Spaulding. Seeing the intersection at Lambert and Spaulding, she 100% says that it is worse than any train noise. The danger at Lambert and Spaulding has increased. She presented pictures regarding the hours of operation that the businesses are open. The trucks wait on the street and block school busses and emergency vehicle entrances. She asked the Village to pursue the County for enforcement. The Quiet Zone has been lumped together with the Spaulding improvements and is a package deal. The safety with Lambert and Spaulding has to be addressed as a number one priority.

**Cecelia Morgan, 687 Biltmore Drive**

Ms. Morgan stated that she has lived in Bartlett over twenty years. Safety is a concern for her since she is a teacher in the school district. She stated that she has almost been hit twice on Lambert because of the truck traffic. It is very dangerous. The business is there, so they will have to deal with that situation. She heard about the driveway was being relocated for the business.



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Community Development Director Jim Plonczynski illustrated the proposed driveway changes and an interactive computer model that showed trucks pulling in forward and pulling out forward to and from the proposed new driveway on Lambert

Ms. Morgan asked if trucks will be allowed to park on Lambert.

Mr. Plonczynski stated that they have revised the plans to add more parking and a vehicle turn-around on adjacent eastment.

Attorney Mraz stated that the Board could pass an ordinance prohibiting trucks from parking and standing on Lambert from Spaulding up to that driveway.

Ms. Morgan stated that cars also park on Lambert and there should be an ordinance prohibiting this.

Police Chief Kent Williams stated that for this particular area the recommendation is an ordinance for signage that says that no vehicles can either park, wait, or stand. It eliminates all stopped vehicles, trucks and cars simultaneously.

**Jason Niehoff, 640 Versaille Drive**

Mr. Niehoff asked who regulates where the proposed driveway is going.

Trustee Reinke stated that it is within our jurisdiction.

Mr. Niehoff stated that the junkyard is in Elgin. Why would we put a driveway there if this is an Elgin address?

Mr. Plonczynski stated that the junk yard property and Global Towing business occupies this property in unincorporated Cook County. The residents of Castle Creek came to the staff and were concerned about the truck traffic on Lambert Lane. The Village originally negotiated an agreement with the owner of Global towing to have his trucks enter from Gifford Road coming east on Spaulding Road and enter the property off of Spaulding. About two years ago, we received some funding from the CN to make the railroad quieter. They explored sound walls (which would not be effective). The Amber Grove residents asked for a Quiet Zone. They have been pursuing the Quiet Zone and in order to get it, the design of the Global Towing driveway has to be relocated to get it out of the Metra right-of-way. The solution was to move the driveway, off Lambert, add parking and recently added the on-site maneuvering of the trucks. It was a lot of things that came together and many, many negotiations with different organizations.



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Mr. Niehoff asked what negotiations were done with Naperville Road to acquire the Quiet Zone.

Mr. Plonczynski stated that Quiet Zones are negotiated on an individual location basis with the Federal Rail Administration, Metra and the ICC. They have to analyze each individual intersection.

Mr. Niehoff stated that they have given up enough as a community and now they are talking about a driveway by their subdivision and right by a bike path and park. He was tired of the de-valuing of his subdivision.

Mr. Plonczynski stated that this is the only other location that can access the Global site.

**Terence Dundi, 672 Biltmore Drive**

Mr. Dundi stated that several years ago their Board President was able to secure no trucks on Lambert Lane. He stated that there are still trucks and the law is not enforced. By having this driveway by the dog park will be a huge safety concern for pets and kids. He stated that truck drivers have an attitude and are hard to deal with on a regular basis. He stated that safety is a concern for his kids and other residents.

**Jeanine Strama, 621 Versaille Drive**

Ms. Strama stated that she has a unique perspective. Her father owned the business across the street from Global. The trains have always been there. They all bought their homes knowing that the trains were there. Her concern is for the safety. Her daughter rides the bus at 6:30 a.m. and they have to wait because a truck is blocking Spaulding Road. Her concern is when they are blocking Lambert, which has a lot more traffic than Spaulding. The trucks don't abide by the signs that prohibit them. This is a safety concern and there are a lot of kids that walk around there. These truckers do not care about signs or residents. If a truck blocks Lambert Lane, she will not have an alternate route to exit. If this is unincorporated Cook County with an Elgin address, why are we giving them land? Will there be taxes paid on it? Who is paying to put in this parking lot?

President Wallace stated that CN is paying \$1,000,000 for the entire thing.

Ms. Strama asked if it goes over a million dollars who will pay?

Administrator Salmons stated that it will not and Global will be paying taxes on it's property.





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Ms. Strama stated that this is the direct access for the subdivision. The new design will not allow a truck to do the turn-around maneuver. She asked for them to consider re-designing this and coming up with another solution.

**Bob Strama, 621 Versaille Drive**

Mr. Strama thanked the staff for the re-design. As far as the new design is concerned, it is getting closer to where it needs to be but with the number of trucks that are waiting, without having a pull through, he didn't think it would be sufficient for multiple trucks. There needs to be a pull through so you don't block in the cars in the lot or when there are multiple trucks waiting. He appreciated all the work that has been done but felt that since there is a million dollars to spend, there is probably something really exciting they could put together.

Mr. Dinges stated that across from the parking where it bumps out has 56 feet of pavement. The parking stalls are 18 feet so there is 38 feet of pavement from the end of where a car would be parking to the north end which gives ample space for a truck to be able to maneuver. There should be no backing out onto Lambert and no parking on Lambert. If there was a second truck, they would be able to park in the bump out area and still allow the customers to maneuver into and out of the parking areas. A typical drive aisle for a parking lot is 24 feet. There is an additional 18 feet beyond that where a truck would be able to park. There is room for a truck to stage there but they have talked to Global and stated that they want the trucks west of the track.

Mr. Strama stated that the amount of backing up and pulling forward and road blocking, it just makes sense that if there was a pull through, it would be ideal.

Mr. Dinges stated that the problem is when they get the barrier median on Spaulding they can't get the trucks to be able to maneuver and make that turn and get across the tracks. They would love to be able to do that. They think that this will be a solution to keep the trucks and the traffic away from the crossing. It keeps the trucks and their backing out maneuvering off of Lambert, in this parking area and within the Global site. They think it will be a good solution and can work.

**Allison Ozog, 568 Versaille Drive**

Ms. Ozog stated that obviously safety is number one. There is no question that this has to be done safely. She spoke about the barrier median and asked if they considered driving in from that way and not use Lambert.

Mr. Plonczynski stated that Metra would not allow it.





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Ms. Ozog asked if the Village could ask Metra to have shorter toots instead of long blasting horn blows.

Administrator Salmons stated that they did that some years ago. Before they had the Quiet Zone downtown, they told the Village that for security purposes, it is up to the train engineer, how much he/she thinks they need to whistle to make things safe and they would not dictate that. It would not hurt to ask again.

President Wallace stated that the Mayor of Hanover Park is on the Metra Board so they can ask him.

**Krishna Kalagara, 637 W. Versaille Drive**

Mr. Kalagara expressed his concern about moving the driveway. He asked about enforcing the laws at the Spaulding Lambert intersection at the opposite direction of the driveway. He stated that he has seen an officer drive by the site where a truck was completely blocking the intersection. He wondered how they can assure the enforcement of the parking. Lambert Lane is not wide enough when these trucks are parked on the street.

Chief Williams stated that when they send officers out it is amazing how fast they clean the place up. He has been taking a lot of notes and noticed that it is going on very early. He will reinitiate traffic enforcement out there earlier. Zero tolerance policing is sometimes useful. In this environment, at this stage, he was not sure that it would improve it. They are working with the owner and the truck drivers. While they are in the middle of this contentious environment of trying to make everything work out what is best for everyone. Eventually, a decision will be made and the police will be very comfortable taking the gloves off and making this place pristine. Right now, they are in the middle of this netherworld, where they are doing their best to work with them individually and answering individual complaints. He stated that when he sends marked units out there things clean up pretty quick. They are moving into a stage where they are sending covert vehicles so they can bring the information to the Board. He is comfortable that within a month, the police will be more comfortable getting more pro-active on behalf of this community which they have been doing for years.

**Ebery Moore, 509 Ivory Lane**

Ms. Moore stated that she could produce pictures where the Global employees park in front of her house every single day. They leave their cars parked overnight. She has asked them to move every single day for months now. They are parking on Spaulding every day and in their neighborhoods. Somebody needs to be policing this company.



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**Dorothy Deen, 1605 Spaulding Road**

Ms. Deen stated that you don't really get used to the train noise. She spoke about the hours at Global Towing and wanted to discuss their business hours in conjunction with the buses. She stated that they are on the intercom talking at 6:00 a.m. and she can hear it 3-4 blocks away.

**Michelle Bach, 1006 Biltmore Drive, Elgin**

Ms. Bach stated that she is an Elgin resident who is part of Castle Creek. She was there to support the neighbors and stated that this is a safety issue. She lives on the north side of Lambert. She stated that there is a brand new trucking company that is right at their residential streets. Trucks will be pulling out of the new proposed driveway and therefore the subdivision will be book ended. They paid \$500,000 for these houses in 2005 and they now have two trucking companies and they will be book ended with another junkyard. It is not doing any of the Castle Creek residents any favors. They can't even sell their houses for \$100,000 less than what they paid for them. She asked the Board to think of the value in addition to the safety. Keep in mind that there is a dog park and children's park and the driveway will cross a bike path. There really should be a stop sign on Lambert at Thornbury. It is a curve and trucks are going pretty fast there.

**12. STANDING COMMITTEE REPORTS**

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

Trustee Reinke presented Ordinance 2016-68, An Ordinance Granting a Rear Yard Variation for 1512 Meridian Court.

Community Development Director Jim Plonczynski stated that the petitioner is asking for a variation from the rear yard setback for a new addition onto his existing home. It went to the Zoning Board of Appeals in early July and they recommended approval. The addition will essentially be a room with a fireplace.

Trustee Reinke moved to approve Ordinance 2016-68, An Ordinance Granting a Rear Yard Variation for 1512 Meridian Court, and that motion was seconded by Trustee Deyne.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2016-68, GRANTING A REAR YARD VARIATION FOR 1512 MERIDIAN COURT**

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

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**



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Trustee Reinke stated that Ordinance 2016-69, An Ordinance Accepting the Public Improvements for BAPS On-Site Improvements, 1851 South Route 59; Ordinance 2016-70, An Ordinance Accepting the Public Improvements for BAPS Off-Site Improvements, Army Trail Road and Petersdorf Road; Ordinance 2016-71, An Ordinance Approving of the Final PUD Plan for Phase 4 for the BAPS Mandir Property were covered and approved under the Consent Agenda.

Trustee Reinke presented Resolution 2016-72-R, A Resolution Approving the Downtown Transit Oriented Development (TOD) Plan.

Mr. Plonczynski stated that this is the TOD Plan that has been through the full analysis by the planning consultants as a result of our application to the RTA for a grant. The Village received the grant and this Resolution approves this as a policy and guide for the future development of the downtown. At the Committee of the Whole meeting where questions were asked has forwarded this to the Board for final approval. This is the result of a year-plus worth of work and numerous public meetings and public hearings.

Trustee Reinke moved to approve Resolution 2016-72-R, A Resolution Approving the Downtown Transit Oriented Development (TOD) Plan, and that motion was seconded by Trustee Deyne.

Trustee Camerer Motioned to Table Resolution 2016-72-R, A Resolution Approving the Downtown Transit Oriented Development (TOD) Plan and that motion was seconded by Trustee Deyne.

**ROLL CALL VOTE TO TABLE RESOLUTION 2016-72-R, APPROVING THE TRANSIT ORIENTED DEVELOPMENT PLAN**

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

**NAYS:** Trustee Carbonaro, Reinke

**ABSENT:** None

**MOTION CARRIED**

Trustee Reinke asked that since the matter is Tabled, when will it be on the next agenda.

President Wallace stated at the next Board meeting.

Trustee Camerer stated that he would like it to be further out than that so they could allow for more discussion, especially for the small business owners of the Bartlett Plaza.

Trustee Reinke stated that if it was Tabled, under Roberts Rules, it has to come up at the next meeting. They want to be able to give the residents the opportunity to make comments but at the same time the motion to Table is not open ended.



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Trustee Camerer stated that he would like to have it on a future agenda in about 30 days.

Attorney Mraz stated that he could amend his Motion to Table until October 4, 2016.

Trustee Camerer motioned to amend his Motion to Table Resolution 2016-72-R, A Resolution Approving the Downtown Transit Oriented Development (TOD) Plan until the October 4, 2016 and was seconded by Trustee Deyne.

Trustee Reinke asked if that is enough time for staff to put something together so people have the opportunity to meet and talk.

Mr. Plonczynski stated that anyone can ask questions about the plan and they will be glad to answer them.

Administrator Salmons stated that if they put it on the Board agenda it does not give them the opportunity for discussion with the small business owners. She felt that it should go back to the Committee of the Whole.

Trustee Reinke stated that residents will have an opportunity to address the Board at the Committee level at the October 4<sup>th</sup> meeting.

Trustee Camerer moved to amend his Motion to Table Resolution 2016-72-R, A Resolution Approving the Downtown Transit Oriented Development (TOD) Plan until the October 4, 2016 Committee of the Whole and October 18, 2016 Board, and that motion was seconded by Trustee Deyne.

**ROLL CALL VOTE TO AMEND HIS MOTION TO TABLE RESOLUTION 2016-72-R, APPROVING THE TRANSIT ORIENTED DEVELOPMENT PLAN UNTIL OCTOBER 4, 2016 COMMITTEE AND OCTOBER 18, 2016 BOARD**

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

**NAYS:** Trustee Carbonaro, Reinke

**ABSENT:** None

**MOTION CARRIED**

**B. BUILDING COMMITTEE, CHAIRMAN HOPKINS**

Trustee Hopkins stated that there was no report.

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

Trustee Deyne presented Ordinance 2016-73, An Ordinance providing for the issuance of not to exceed \$9,500,000 Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project), of the Village of Bartlett, Cook, DuPage and



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Kane Counties, Illinois, and providing for the execution of a trust indenture and a bond order in connection therewith.

Trustee Deyne moved to approve Ordinance 2016-73, An Ordinance providing for the issuance of not to exceed \$9,500,000 Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project), of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and providing for the execution of a trust indenture and a bond order in connection therewith, and that motion was seconded by Trustee Camerer.

Attorney Mraz stated that this is an Ordinance to allow Elmhurst Chicago Stone to refinance some of their existing debt. The first portion is issuing not to exceed \$9,500,000 of tax increment revenue bonds. Overall, what is out there now is primarily built in DuPage County and if this refinancing were not approved, (there is a second Ordinance that goes with it) the development as you see it would stop where it is at. This will allow Elmhurst Chicago Stone to continue by reissuing bonds and developer notes with the savings on a lower interest rate that they can reinvest to do some more work to finish up the DuPage County portion of the TIF and some work in the Cook County portion as well. There was a minor change in the TIF budget consistent with the statute that allows for an amendment to the original TIF budget (the original amount was \$30,000,000) in the TIF Act that allows it to increase by 5% plus inflation per year. That number was increased to \$44,000,000 to allow them to do this work. There is no cost to the Village and fees are paid out of TIF revenues and there is no obligation on the part of the Village as they are non-recourse against the Village. This is in essence what these two Ordinances before you accomplish. The rest is very technical in terms, levying the taxes to pay the debt service on the bonds, restrictions on allowed investments with the bond proceeds and the like.

Trustee Arends asked what the risk was to the Village.

Attorney Mraz stated "none".

**ROLL CALL VOTE TO APPROVE ORDINANCE 2016-73, PROVIDING FOR THE  
ISSUANCE OF NOT TO EXCEED \$9,500,000 TAX INCREMENT REVENUE BONDS**

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

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

Trustee Deyne presented Ordinance 2016-74, An Ordinance of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, providing for the issuance of a not to exceed \$11,500,000 Subordinate Lien Tax Increment Revenue Note, Series 2016 (Bartlett





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Quarry Redevelopment Project), and pledging certain incremental property tax revenues to the payment thereof.

Trustee Deyne moved to approve Ordinance 2016-74, An Ordinance of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, providing for the issuance of a not to exceed \$11,500,000 Subordinate Lien Tax Increment Revenue Note, Series 2016 (Bartlett Quarry Redevelopment Project), and pledging certain incremental property tax revenues to the payment thereof, and that motion was seconded by Trustee Hopkins.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2016-74, PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$11,500,000 TAX INCREMENT REVENUE BONDS**

**AYES:** Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke  
**NAYS:** None  
**ABSENT:** None  
**MOTION CARRIED**

Trustee Deyne presented Resolution 2016-75-R, A Resolution Approving the Contract to Purchase Vacant Land Between the Village of Bartlett and David Krueger.

Trustee Deyne moved to approve Resolution 2016-75-R, A Resolution Approving the Contract to Purchase Vacant Land Between the Village of Bartlett and David Krueger, and that motion was seconded by Trustee Camerer.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2016-75-R APPROVING THE CONTRACT TO PURCHASE VACANT LAND FROM DAVID KRUEGER**

**AYES:** Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke  
**NAYS:** None  
**ABSENT:** None  
**MOTION CARRIED**

Trustee Deyne stated that Resolution 2016-76-R, A Resolution Approving of Disbursement Request or Payout No. 37 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project was covered and approved under the Consent Agenda.

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

Trustee Arends stated that the Podolak Amplifier Permit request was covered and approved under the Consent Agenda.

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

Trustee Carbonaro stated that there was not report.





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F. PUBLIC WORKS COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that Resolution 2016-77-R, A Resolution Approving of Kent Circle Water Tower Painting project Agreement Between the Village of Bartlett and Seven Brothers Painting Inc. was covered and approved under the Consent Agenda.

Trustee Camerer presented the Reconsideration of Ordinance 2016-65, An Ordinance Rescinding Resolution 2016-54-R and Approving of the First Amended Agreement to Abrogate Permanent Easements and Temporary Easements; Grant Replacement Permanent Easement and Agreement to Construct Access Drive; Purchase and Sale Agreement with Regard to Adjoining Parcel; and Grant of Additional Parking Parcel Easement and Cost Sharing Among the Village of Bartlett, Eagle Z Properties, LLC and Global Recycling & Repair Corp.

Attorney Mraz stated that several meetings ago, there was a Resolution that approved of an agreement with Global Towing that passed by a vote of 6-0. There was a concern that there should be more off-street parking so the agreement was modified to add additional parking spaces at the expense of Global. Part of the underlying agreement includes the sale of .54 acres of land over which Global already has an easement at its appraised value. Because that agreement involves several components, that portion that dealt with the sale of land, the agreement approved by an Ordinance requires the approval of  $\frac{3}{4}$  of the corporate authorities. That Ordinance appeared to have passed with 4 Trustees in favor and 2 Trustees against (Trustee Reinke and Trustee Hopkins). To pass the Ordinance it will require reconsideration and that motion to reconsider would have to be brought by either Trustee Reinke or Trustee Hopkins. If that passes, the underlying Ordinance could be voted on again but would require six affirmative votes (including the Village President) to pass.

Trustee Reinke moved to Reconsider Ordinance 2016-65 and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO RECONSIDER ORDINANCE 2016-65, RESCINDING RESOLUTION 2016-54-R, APPROVING EASEMENTS, CONSTRUCT ACCESS DRIVE, PURCHASE AND SALE OF AGREEMENT WITH EAGLE Z AND GLOBAL RECYCLING

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

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Camerer moved to approve Ordinance 2016-65, An Ordinance Rescinding Resolution 2016-54-R and Approving of the First Amended Agreement to Abrogate Permanent Easements and Temporary Easements; Grant Replacement Permanent Easement and Agreement to Construct Access Drive; Purchase and Sale Agreement with



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Regard to Adjoining Parcel; and Grant of Additional Parking Parcel Easement and Cost Sharing Among the Village of Bartlett, Eagle Z Properties, LLC and Global Recycling & Repair Corp., and that motion was seconded by Trustee Deyne.

Trustee Deyne asked about the  $\frac{3}{4}$  vote.

Attorney Mraz stated that it would require six "Aye" votes to pass. It requires  $\frac{3}{4}$  of the corporate authorities, so it is not just the Trustees. It is  $\frac{3}{4}$  of seven (six Trustees and the Mayor).

Trustee Reinke stated that he has traveled down Spaulding and Lambert and was shocked at what he saw. The pictures do not do it justice. He understood that the wrecking yard was in unincorporated Cook County but they are using the street as part of their business and the public right of way. Going forward, if it is banning the trucks, or looking at it from a zoning perspective, they are operating a business on public streets. He would never be allowed to set up his desk in front of his house in the street. It was hard to even see where there was a public street. He drove through on different times and different days, it was ridiculous.

President Wallace stated that he was there last week as well.

Trustee Camerer stated that the Chief brought up that it was a difficult situation to tie in no parking on that street. It almost seems where this would be a case where this came into play. If we policed people there every day and fine the truckers, they would eventually get the hint.

Chief Williams stated that they talked to the individual truckers and their firms and told them they had one warning. They have not had a repeat offender but there are so many trucks going in and out of there it becomes an on-going dilemma in itself. Eventually, what it is going to take is the police going into Global and hitting them with hefty fines. That day is coming. With the improvements to the area with the raised median and the curbs, keeping them off the road would be helpful, plus the ordinances would make zero tolerance very comfortable for everyone. They can do that sooner than later. They look for voluntary compliance and that is their culture. There is always a recourse and they are very comfortable with that recourse once they have heard from everybody and try to get clarification on future expectations.

Trustee Deyne asked them to keep in mind all the efforts and time that has gone into this Quiet Zone. We not only have to be concerned about the residents there this evening, but also the other residents that would benefit from the Quiet Zone. He believed that the new design will accommodate that and improve the situation.

Trustee Carbonaro asked if any of the Quiet Zone work been started yet.



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Administrator Salmons stated that Metra has begun some of their work but it is not necessarily connected to our Quiet Zone unless this Ordinance is approved.

Trustee Carbonaro stated that they have not relocated the entrance or done anything with the parking lot so there will not be change very rapidly. It will be a work in progress before the police can start enforcement.

Mr. Dinges stated that Metra has to repair their crossing and they will start tomorrow (crossing will be closed for ten days). It is not related to the Quiet Zone, but we were trying to coordinate it to help us with our construction. They are moving forward with their project because they have safety concerns on their track. With that, Global will not be able to access from the west on Spaulding so we have directed them to take Spaulding from the east from Naperville Road. There will be trucks using that for the next ten days in order to access their facility. We need to accommodate them since the tracks will be gone and not traffic crossing.

Trustee Reinke asked the Chief about a stop sign on Thornbury and Lambert.

Chief Williams stated that he would research that. Stop signs, as far as traffic calming, is not always a good idea. They will make up the time after the stop. He would research the idea.

Trustee Hopkins asked if there was a bike path on the west side of Lambert.

Mr. Plonczynski stated that there is a dog park and bike path.

Allison Ozog stated that trucks exiting their parking lot have to go into the oncoming traffic to come out. Why is that allowed?

President Wallace stated that the comments are already over.

Trustee Reinke asked how long has the business been there?

Mr. Plonczynski stated that there has been trucking businesses there for years. This used to be Norgard Trucking and before that a truck repair business. Global has been there for about five years. The use has always been heavy commercial/industrial use.

President Wallace asked the Chief if he was concerned about the safety issue.

Chief Williams agreed. The way the environment is now with sloshy curbs and room to park on the sides of the roadways. It would be nice to have curb cuts, raised curbs and a center median to facilitate the safety of the area. Once decisions are made, they work



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with the community, business communities, advocates from all sides, their jobs become easy.

President Wallace stated that the safety will be an item of much less concern for him once some of the changes are made.

Chief Williams agreed.

Trustee Hopkins asked why there was no enforcement on Lambert in the past.

Chief Williams stated that they were very locked down on this neighborhood and very protective. His meetings with the neighborhood got this as a no truck area at all. It used to use all Spaulding and all Lambert and his staff locked those down and did a lot of work, research and enforcement. This particular issue, because of the change in this business, has made it a challenge for everyone. You also have on the table, a lot of resources to improve the quality of life as far as noise simultaneously. Once it is settled and the Board decides what it wants to do, his job gets easy. They have cited a lot of trucks on Lambert and continue to do that. There are trucks that are legally on Lambert doing business in the neighborhood. As far as cut throughs, they do write citations and they do surveillance and monitoring. As far as a speeding car goes, they are not always there. He cannot afford to give an officer to this neighborhood exclusively and park it there 24/7. This area remains a priority to keep trucks off.

Trustee Hopkins stated that noise mitigation is important, but safety trumps that and he thinks that trucks going in and out of this entrance with a bike path and a park up the street is a disaster waiting to happen. He stated that he can't vote "yes" on this.

President Wallace asked the Chief if it will be safer once all the improvements are done and it gets policed or just leaving it the way it is now? Which way is safer?

Chief Williams stated that it is easy to project that once the environment is changed and improved upon and the gloves come off and the police lock it down, it will be much safer.

Trustee Hopkins asked how many trucks go over that bike path now.

Mr. Plonczynski stated "none" because that driveway is off the bike path location to the west. Once that is eliminated, trucks will be going over it.

Trustee Hopkins stated that trucks are not currently going over the bike path but if this ordinance passes, trucks will go over the bike path.

Mr. Dinges stated that there are bike paths all over town with commercial driveways going over them as well as trucks. Brewster Creek has a bike path going through it which is an



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industrial park that has trucks. It happens and can be safe. It is the responsibility of the truck drivers to pay attention as well as the bicyclists.

President Wallace pointed out the fact that this is not a good situation right now. This whole area is not a good situation. He would look at this as a step to progressively improve the area and that is the just of the vote. The Chief says it will be safer with changes and he trusts the Chief.

Trustee Reinke asked about the overnight parking on Ivory. Can we get a resident only parking sign?

Chief Williams stated that is intolerable and he would handle that right away.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2016-65, RESCINDING RESOLUTION 2016-54-R, APPROVING EASEMENTS, CONSTRUCT ACCESS DRIVE, PURCHASE AND SALE OF AGREEMENT WITH EAGLE Z AND GLOBAL RECYCLING**

**AYES:** Trustees Arends, Camerer, Carbonaro, Deyne, Reinke, President Wallace

**NAYS:** Trustee Hopkins

**ABSENT:** None

**MOTION CARRIED**

He thanked the residents for voicing their opinions. He believed that these changes would bring improvement.

13. NEW BUSINESS - None

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Reinke paid a compliment to Community Development and the Police Department. He went through the permit review process to replace his driveway and everyone from the permit techs to the police department lady (who gave him concrete tips) was really polite and it is nice to call the Village and get a human being.

Trustee Deyne stated that in his business he call a number of municipalities and it's always some voicemail or recordings. He complimented that whenever you call this Village someone always picks up the phone. Good job.





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15. ADJOURNMENT

President Wallace stated that the Board will take a five minute recess and will go into the Committee of the Whole meeting. After the conclusion of the Committee of the Whole meeting, the Board will then go into Executive Session to Discuss Pending or Imminent Litigation Pursuant to Section 2(c)11 of the Open Meetings Act.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:45 p.m.

Lorna Gilles  
Village Clerk





**VILLAGE OF BARTLETT  
BOARD MINUTES  
September 6, 2016**

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**August 18 2016**

**6:24 pm**

**AFTER HOURS**



**August 24, 2016**

**5:50 pm**

**AFTER HOURS**



**VILLAGE OF BARTLETT  
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**August 19, 2016**

**6:41 am**



**August 18, 2016**

**7:28 pm**

**AFTER HOURS**



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**August 30, 2106**

**6:42 am**



**August 22, 2016**

**6:37 am**



**August 26, 2016**

**6:41 am**



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**Spaulding & Lambert Intersection  
Global Recycling**



**August 31, 2016**

**3:42 pm**



**September 2, 2016**

**6:41 am**





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President Wallace called the Committee of the Whole meeting to order at 8:54 p.m.

PRESENT: Trustee Arends (via webcam), Camerer, Carbonaro, Deyne, Hopkins, Reinke, and President Wallace

ABSENT: None

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, Community Development Director Jim Plonczynski, Economic Development Coordinator Tony Fradin, Building Director Brian Goralski, Food & Beverage Manager Paul Petersen, Police Chief Kent Williams, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

**PLANNING & ZONING COMMITTEE**

**Rosewood Court Variation for Accessory Structure**

Trustee Reinke presented an Accessory Structure Variation for Marek and Roksolana Polerecky.

Community Development Director Jim Plonczynski stated that the subject site was 929 Rosewood Court. They have constructed an accessory structure on the back of their property. They previously received a Variance for a room addition which is to the left of the structure under construction. They are now requesting a Variance to reduce the distance an accessory structure is allowed to be from the primary structure. The Building department discovered this due to a complaint. The petitioner was informed by the Community Development and Building departments that it did not meet the accessory structure setback and a Stop Work Order was put on the project. The petitioner had to apply for a Variance. It went to the Zoning Board of Appeals on August 4<sup>th</sup> and they recommended approval. It is before you, prior to moving it on for a final vote.

Trustee Reinke stated that the report indicates that the petitioners received a three foot Variance back in 2007. He asked for photos of how the proposed accessory structure touches the house.

Mr. Plonczynski stated that there is a separation from the house.

Trustee Reinke asked what the distinction was between an accessory structure and an addition for a petitioner that has already secured an addition?



**VILLAGE OF BARTLETT  
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Mr. Plonczynski stated that the difference is that if it was an addition, it would have to have a full 42" deep frost wall footing underneath the perimeter of this and be attached to the house.

Trustee Reinke stated that this was done without a building permit.

President Wallace stated that there was a concrete slab there already.

Trustee Reinke asked if they knew anything about that concrete slab?

Mr. Plonczynski stated that he did not know the exact thickness. Their architect that provided testimony, had stated that he would like to see piers put underneath the corners of this accessory structure.

Trustee Reinke was in favor of the homeowners using their property and appreciates that they got the Variance in 2007. Now we have a structure built without a permit and it is kind of a mess. He would like to see more photos of how this structure is connected to the house. He wanted to make sure that we are talking about an accessory structure. It does not look like an accessory structure to him.

Mr. Plonczynski stated that they can certainly take more pictures. In the floorplans, the architect drew some of those piers and shows the separation from the patio to the house. He and Brian Goralski have visited it and it is not connected to the house from a structural standpoint at all.

Trustee Reinke stated that they would move this along to the Village Board for a final vote. The burden of proof is on the applicant to prove the hardship for the variance. He would definitely like to see more photos and have an understanding of what is going on. It seemed disingenuous to him.

President Wallace agreed with Trustee Reinke.

President Wallace stated that the Board would be going into Executive Session to Discuss Property Pending or Imminent Litigation Pursuant to Section 2(c)11 of the Open Meeting Act immediately following the close of this meeting.





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

**ROLL CALL VOTE TO ADJOURN**

**AYES:** Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke  
**NAYS:** None  
**ABSENT:** None  
**MOTION CARRIED**

The meeting adjourned at 9:02 p.m.

Lorna Giles  
Village Clerk

LG/

**VILLAGE OF BARTLETT  
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 INVOICES DUE ON/BEFORE 9/20/2016**

**100-GENERAL FUND REVENUES**

**420230-BUILDING PERMITS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BHAVESH SHAH	BUILDING PERMIT REFUND	75.00
<b>INVOICES TOTAL:</b>		<b>75.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - SEPT 2016	256,175.94
** 1 DEARBORN NATIONAL	MONTHLY INSURANCE - SEPT 2016	2,852.87
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - SEPT 2016	15,118.59
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - SEPT 2016	141.35
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - SEPT 2016	752.98
<b>INVOICES TOTAL:</b>		<b>275,041.73</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CHICAGO TRIBUNE SUBSCRIPTION	32.50
<b>INVOICES TOTAL:</b>		<b>32.50</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MARKERS/PENS	18.64
1 WAREHOUSE DIRECT	INK CARTRIDGES/POST-IT NOTES	138.03
1 WAREHOUSE DIRECT	FOLDERS/DISINFECTANT WIPES	54.74
<b>INVOICES TOTAL:</b>		<b>211.41</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MUNICIPAL CLERKS N/NW SUBURBS	MEMBERSHIP DUES	20.00
<b>INVOICES TOTAL:</b>		<b>20.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CHAMBER SOFTBALL GAME	296.27
** 1 CARDMEMBER SERVICE	ICE PURCHASE	9.54
<b>INVOICES TOTAL:</b>		<b>305.81</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM SUPPLIES	695.72

\*\* Indicates pre-issue check.

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**	1 ROCHELLE M PENNINGTON	PROGRAM SPEAKER FEE	225.00
			<b>INVOICES TOTAL: 920.72</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
** 1 CARDMEMBER SERVICE	PAINT STICKS/MARKERS	32.49	
1 COMCAST	VPN SERVICE	13.73	
1 EXAMINER PUBLICATIONS INC	KICKSTAND CLASSIC ADVERTISING	80.00	
			<b>INVOICES TOTAL: 126.22</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00	
			<b>INVOICES TOTAL: 925.00</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 ENGINEERING ENTERPRISES INC	STORMWATER REVIEW	987.00	
			<b>INVOICES TOTAL: 987.00</b>

**1400-FINANCE**

**523500-AUDIT SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 LAUTERBACH & AMEN LLP	AUDIT SERVICES	33,700.00	
			<b>INVOICES TOTAL: 33,700.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
** 1 CARDMEMBER SERVICE	INK CARTRIDGES	314.00	
1 CENTURY PRINT & GRAPHICS	PRESSURE SEAL FORMS	166.61	
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS/SUPPLIES	23.82	
1 WAREHOUSE DIRECT	CHAIRMAT	71.20	
1 WAREHOUSE DIRECT	POCKET FOLDERS/POST-IT NOTES	142.57	
			<b>INVOICES TOTAL: 718.20</b>

**532300-POSTAGE**

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

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA CONFERENCE REGISTRATION	350.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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INVOICES TOTAL: 350.00

**542100-REBATES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JEAN LA GALANTE	UTILITY TAX REBATE	30.00
1 KEERTIKUMAR N SHAH	UTILITY TAX REBATE	30.00
<u>INVOICES TOTAL:</u>		<u>60.00</u>

**1500-COMMUNITY DEVELOPMENT**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT HERITAGE DAYS	HERITAGE DAYS ADVERTISEMENTS	2,605.62
<u>INVOICES TOTAL:</u>		<u>2,605.62</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CITY OF HOUSTON	INFORMATION REQUEST FEE	0.66
<u>INVOICES TOTAL:</u>		<u>0.66</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS TAX INCREMENT ASSOC	ANNUAL DUES	850.00
<u>INVOICES TOTAL:</u>		<u>850.00</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INT'L COUNCIL OF SHOPPING CENTERS	MEMBERSHIP RENEWAL	100.00
<u>INVOICES TOTAL:</u>		<u>100.00</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LYNN M EVANS	REPORTING SERVICES	344.00
1 LYNN M EVANS	REPORTING SERVICES	1,094.00
<u>INVOICES TOTAL:</u>		<u>1,438.00</u>

**1600-BUILDING**

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,425.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	3,350.00
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	18,827.29
<u>INVOICES TOTAL:</u>		<u>23,602.29</u>

\*\* Indicates pre-issue check.

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**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	RECEIPT BOOKS/PENS/SUPPLIES	402.77
<b>INVOICES TOTAL:</b>		<b>402.77</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED NORTH	PAPER SHREDDING SERVICES	120.00
1 STERICYCLE INC	SERVICE AGREEMENT	160.23
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	700.00
1 VERIZON WIRELESS	WIRELESS SERVICES	685.22
<b>INVOICES TOTAL:</b>		<b>1,665.45</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,049.32
<b>INVOICES TOTAL:</b>		<b>1,049.32</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	32.63
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	18.99
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	24.30
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	410.50
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	129.95
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	22.90
1 BARTLETT TIRE LTD	VEHICLE MAINTENANCE	131.56
** 1 CARDMEMBER SERVICE	LICENSE PLATE RENEWAL FEES	103.37
1 MR CAR WASH	AUGUST 2016 CAR WASHES	75.78
1 ULTRA STROBE COMMUNICATIONS INC	SIREN CONTROLLER REPLACEMENT	169.95
1 ZIMMERMAN FORD INC	VEHICLE MAINTENANCE	336.87
1 ZIMMERMAN FORD INC	VEHICLE MAINTENANCE	614.67
1 ZIMMERMAN FORD INC	VEHICLE MAINTENANCE	721.97
<b>INVOICES TOTAL:</b>		<b>2,816.34</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	167.80
1 EVIDENT INC	EVIDENCE SUPPLIES	200.50
1 HOME DEPOT CREDIT SERVICES	NNO MATERIALS & SUPPLIES	15.96
1 TRI-TECH FORENSICS INC	MAGLITE BATTERIES/SUPPLIES	1,365.00
1 TRI-TECH FORENSICS INC	EVIDENCE SUPPLIES	237.00
1 WAREHOUSE DIRECT	INK CARTRIDGE	103.15
1 WAREHOUSE DIRECT	TONER	182.29

\*\* Indicates pre-issue check.



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1 WAREHOUSE DIRECT	TONER	117.55
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	142.56
		<b>INVOICES TOTAL: 2,531.81</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO BADGE & INSIGNIA CO	BADGES/HAT SHIELDS	491.86
1 CHICAGO UNIFORM COMPANY	BIKE SHIRT	84.50
1 MTS SAFETY PRODUCTS INC	CROSSING GUARD EQUIPMENT	630.44
		<b>INVOICES TOTAL: 1,206.80</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	EBAY PYPAL FEES	50.00
		<b>INVOICES TOTAL: 50.00</b>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TASER INTERNATIONAL INC	TASER SUPPLIES	558.66
		<b>INVOICES TOTAL: 558.66</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE GRAPHICS	BUSINESS CARDS	44.00
1 WAREHOUSE DIRECT	BINDER CLIPS	1.66
1 WAREHOUSE DIRECT	PHOTO HOLDERS/BINDERS	206.89
1 WAREHOUSE DIRECT	PENS/MARKERS	99.71
		<b>INVOICES TOTAL: 352.26</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN KEY & LOCK CO INC	DOOR LATCH/LOCK REPAIRS	608.40
		<b>INVOICES TOTAL: 608.40</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GLOCK PROFESSIONAL INC	ARMORER'S TRAINING COURSE	250.00
** 1 ILLINOIS HOMICIDE	CONFERENCE REGISTRATION FEES	975.00
** 1 ILLINOIS HOMICIDE	CONFERENCE REGISTRATION FEE	195.00
1 ILLINOIS TACTICAL OFFICERS ASSOC	CONFERENCE REGISTRATION FEES	885.00
1 MICHAEL KMIECIK	TUITION REIMBURSEMENT	435.00
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	125.60
		<b>INVOICES TOTAL: 2,865.60</b>

**543900-COMMUNITY RELATIONS**

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

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**	1	CARDMEMBER SERVICE	NNO SHIRT	35.50
	1	HOME DEPOT CREDIT SERVICES	NNO MATERIALS & SUPPLIES	106.56
**	1	SAM'S CLUB	FOOD PURCHASES/SUPPLIES	144.58
**	1	KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	40.00
				<u>INVOICES TOTAL:</u> <b>326.64</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRO-WESTERN COOK	BACKGROUND CHECK FEES	36.00
		<u>INVOICES TOTAL:</u> <b>36.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 KENT WILLIAMS - PETTY CASH	PETTY CASH REIMBURSEMENT	5.00
		<u>INVOICES TOTAL:</u> <b>5.00</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	WEBCAM EQUIPMENT	81.12
1 TAPCO	SOLAR SCHOOL SPEED LIMIT SIGNS	13,982.70
1 TRAFIC SERVICES INC	SOLAR ELECTRONIC MESSAGE BOARD	15,497.00
		<u>INVOICES TOTAL:</u> <b>29,560.82</b>

**1800-STREET MAINTENANCE**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	95.92
1 UNIFIRST CORP	UNIFORM RENTAL	95.92
		<u>INVOICES TOTAL:</u> <b>191.84</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONFERENCE TECHNOLOGIES INC	EQUIPMENT RENTAL	537.00
1 VERIZON WIRELESS	WIRELESS SERVICES	186.06
1 VERIZON WIRELESS	WIRELESS SERVICES	22.60
		<u>INVOICES TOTAL:</u> <b>745.66</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	19.94
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	198.69
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	88.96
1 CONSTELLATION ENERGY	ELECTRIC BILL	241.56
		<u>INVOICES TOTAL:</u> <b>549.15</b>

\*\* Indicates pre-issue check.

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**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERSTATE BILLING SERVICE INC	VEHICLE MAINTENANCE	1,511.75
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	3,034.30
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	374.50
1 RADCO COMMUNICATIONS INC	RADIO INSTALLATION FEES	429.60
1 REX RADIATOR & WELDING CO INC	TRACTOR RADIATOR MAINTENANCE	1,195.00
	<b>INVOICES TOTAL:</b>	<b>6,545.15</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL REPAIRS	507.56
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
	<b>INVOICES TOTAL:</b>	<b>1,508.56</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING MAINTENANCE	1,141.43
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING MAINTENANCE	664.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPING SERVICES	800.00
1 SEBERT LANDSCAPING CO	SEPT 2016 - LAWN MAINTENANCE	1,057.14
1 SEBERT LANDSCAPING CO	SEPT 2016 - LAWN MAINTENANCE	2,785.71
1 SEBERT LANDSCAPING CO	SEPT 2016 - LAWN MAINTENANCE	1,217.43
1 SEBERT LANDSCAPING CO	SEPT 2016 - LAWN MAINTENANCE	1,571.43
1 SEBERT LANDSCAPING CO	SEPT 2016 - LAWN MAINTENANCE	905.71
	<b>INVOICES TOTAL:</b>	<b>10,142.85</b>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANTONIO LANDSCAPING & CONCRETE	PUBLIC SIDEWALK REPLACEMENT	600.00
1 JOSEPHINE DINUZZO	PUBLIC SIDEWALK REPAIRS	950.40
	<b>INVOICES TOTAL:</b>	<b>1,550.40</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	16.10
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	223.43
	<b>INVOICES TOTAL:</b>	<b>239.53</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	116.24
	<b>INVOICES TOTAL:</b>	<b>116.24</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	EAR MUFFS/SAFETY GLASSES	216.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 216.00

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	439.00
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	29.95
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	310.50
1 NAPA AUTO PARTS	EQUIPMENT MAINTENANCE SUPPLIES	118.22
1 RUSSO'S POWER EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	124.00
<u>INVOICES TOTAL:</u>		<u>1,021.67</u>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	1,484.41
1 ALLIED ASPHALT PAVING CO	ASPHALT PURCHASE	1,217.56
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	66.84
<u>INVOICES TOTAL:</u>		<u>2,768.81</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	64.32
<u>INVOICES TOTAL:</u>		<u>64.32</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	33.35
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	39.70
<u>INVOICES TOTAL:</u>		<u>73.05</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVOCATE SHERMAN HOSPITAL	CPR/AED CERTIFICATION CARDS	15.00
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	55.00
1 ILLINOIS ARBORIST ASSOC	CONFERENCE REGISTRATION	260.00
1 VAISALA INC	TRAINING REGISTRATION FEES	170.00
<u>INVOICES TOTAL:</u>		<u>500.00</u>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	STORM SEWER PROJECT	355.69
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	6.87
1 WELCH BROS INC	MAINTENANCE SUPPLIES	382.75
1 WELCH BROS INC	MAINTENANCE SUPPLIES	161.80
1 WELCH BROS INC	MAINTENANCE SUPPLIES	664.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	120.00
<u>INVOICES TOTAL:</u>		<u>1,691.11</u>

\*\* Indicates pre-issue check.

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**2200-MFT EXPENDITURES**

**583005-MFT MAINTENANCE PROGRAM**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BROTHERS ASPHALT PAVING INC	2016 MFT VARIOUS STREETS PROJECT	85,073.05
<u>INVOICES TOTAL:</u>		<u>85,073.05</u>

**4300-DEVELOPER DEPOSITS EXPENDITURE**

**585044-STREET GARAGE BLDG ADDITION**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 AFFORDABLE OFFICE INTERIORS	BREAKROOM/OFFICE FURNITURE	4,870.00
1 SCHRAMM CONSTRUCTION CORPORATION	PUBLIC WORKS EXPANSION PROJECT	66,142.32
<u>INVOICES TOTAL:</u>		<u>71,012.32</u>

**430000-DEVELOPER DEPOSITS FUND**

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

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 SVETLANA COLE	VBR BOND REFUND	500.00
1 NJB PROPERTIES LLC	VBR BOND REFUND	500.00
<u>INVOICES TOTAL:</u>		<u>1,000.00</u>

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

**541600-PROFESSIONAL DEVELOPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 TONY FRADIN	CONFERENCE REGISTRATION	350.00
1 ROBERTA GRILL	SEMINAR REGISTRATION	375.00
<u>INVOICES TOTAL:</u>		<u>725.00</u>

**5000-WATER OPERATING EXPENSES**

**522300-UNIFORM RENTALS**

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

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-4	10,539.75
1 WATER REMEDIATION	BASE TREATMENT CHARGE/W-7	2,293.33
<u>INVOICES TOTAL:</u>		<u>12,833.08</u>

\*\* Indicates pre-issue check.



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**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	186.07
<b>INVOICES TOTAL:</b>		<b>186.07</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	1,267.50
<b>INVOICES TOTAL:</b>		<b>1,267.50</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	24.42
<b>INVOICES TOTAL:</b>		<b>24.42</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 OIL MASTERS	VEHICLE MAINTENANCE	38.18
<b>INVOICES TOTAL:</b>		<b>38.18</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	92.52
<b>INVOICES TOTAL:</b>		<b>92.52</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACCURATE TANK TECHNOLOGIES	SENSOR TESTING	325.00
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	8.00
1 THE FLOLO CORP	EQUIPMENT INSTALLATION	10,454.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	68.79
<b>INVOICES TOTAL:</b>		<b>10,855.79</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVOCATE SHERMAN HOSPITAL	CPR/AED CERTIFICATION CARDS	15.00
1 ILLINOIS SECTION AWWA	TRAINING REGISTRATION	32.00
<b>INVOICES TOTAL:</b>		<b>47.00</b>

**5090-WATER CAPITAL PROJECTS EXP**

**581029-WATERMAIN REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GERARDI SEWER & WATER	WATER MAIN REPLACEMENT PROJECT	129,288.00
<b>INVOICES TOTAL:</b>		<b>129,288.00</b>

\*\* Indicates pre-issue check.

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**5100-SEWER OPERATING EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
1 UNIFIRST CORP	UNIFORM RENTAL	66.22
<b>INVOICES TOTAL:</b>		<b>132.44</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	186.07
<b>INVOICES TOTAL:</b>		<b>186.07</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	660.50
<b>INVOICES TOTAL:</b>		<b>660.50</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION ENERGY	ELECTRIC BILL	26,991.29
1 CONSTELLATION ENERGY	ELECTRIC BILL	115.04
1 NICOR GAS	GAS BILL	84.02
<b>INVOICES TOTAL:</b>		<b>27,190.35</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	7.10
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	74.24
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	433.12
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	165.06
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	645.11
1 PRO CHEM INC	MATERIALS & SUPPLIES	123.40
1 USA BLUE BOOK	RAIN GAUGE	67.17
<b>INVOICES TOTAL:</b>		<b>1,515.20</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,431.83
<b>INVOICES TOTAL:</b>		<b>2,431.83</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY CENTER	HARD HATS	191.75
<b>INVOICES TOTAL:</b>		<b>191.75</b>

\*\* Indicates pre-issue check.

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**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/INK CARTRIDGES/SUPPLIES	723.89
	<b>INVOICES TOTAL:</b>	<b>723.89</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACCURATE TANK TECHNOLOGIES	SENSOR TESTING	310.00
1 FLOW-TECHNICS INC	LIFT STATION PUMP	5,235.00
1 GASVODA & ASSOC INC	EQUIPMENT MAINTENANCE SUPPLIES	783.69
1 HD SUPPLY WATERWORKS LTD	EQUIPMENT MAINTENANCE SUPPLIES	270.61
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	119.00
	<b>INVOICES TOTAL:</b>	<b>6,718.30</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING MAINTENANCE	120.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	105.68
	<b>INVOICES TOTAL:</b>	<b>225.68</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMBINED ROOFING SERVICES LLC	ROOF REPAIRS	357.83
	<b>INVOICES TOTAL:</b>	<b>357.83</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHERN IL WATER ANALYST ASSOC	ANNUAL MEMBERSHIP DUES	10.00
	<b>INVOICES TOTAL:</b>	<b>10.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DANIEL DINGES - PETTY CASH	PETTY CASH REIMBURSEMENT	64.00
	<b>INVOICES TOTAL:</b>	<b>64.00</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAI LTD	VALVES	845.61
	<b>INVOICES TOTAL:</b>	<b>845.61</b>

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE COUNTY SEWER TREATMENT	268.46

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 268.46

**5190-SEWER CAPITAL PROJECTS EXP**

**582026-COUNTRY CREEK LIFT STATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JAMES MCHUGH CONSTRUCTION	LIFT STATION UPGRADE	39,610.58
<u>INVOICES TOTAL:</u>		<u>39,610.58</u>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	525.00
1 UNIFIRST CORP	MATS	12.00
1 UNIFIRST CORP	MATS	12.00
<u>INVOICES TOTAL:</u>		<u>549.00</u>

**523800-RENT TO RAILROAD**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRA	QTRLY LEASE PYMT/MAY-JULY 2016	1,642.68
<u>INVOICES TOTAL:</u>		<u>1,642.68</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	124.40
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	64.68
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	121.85
<u>INVOICES TOTAL:</u>		<u>310.93</u>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	29.95
<u>INVOICES TOTAL:</u>		<u>29.95</u>

**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING MAINTENANCE	2,430.00
<u>INVOICES TOTAL:</u>		<u>2,430.00</u>

**5500-GOLF PROGRAM EXPENSES**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHANNEL FORE INC	ADVERTISING	415.83
1 CHANNEL FORE INC	ADVERTISING	415.83

\*\* Indicates pre-issue check.

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1 CHICAGOLAND GOLF MEDIA INC	ADVERTISING	800.00
		<u>INVOICES TOTAL:</u> <b>1,631.66</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUSTOM GROUP INC	CLEANING SERVICES	955.50
		<u>INVOICES TOTAL:</u> <b>955.50</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALL STAR PRO GOLF	GOLF PENCILS	583.84
1 GORDON FOOD SERVICE INC	FOOD PURCHASES/SUPPLIES	50.96
1 HORNUNG'S PRO GOLF SALES INC	PROXIMITY CARDS	61.47
1 TROPHIES BY GEORGE	GOLF AWARDS	470.00
		<u>INVOICES TOTAL:</u> <b>1,166.27</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	717.72
		<u>INVOICES TOTAL:</u> <b>717.72</b>

**534332-PURCHASES - GOLF BALLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILSON GOLF DIVISION	GOLF BALLS	682.08
1 WILSON GOLF DIVISION	GOLF BALLS	411.30
		<u>INVOICES TOTAL:</u> <b>1,093.38</b>

**534333-PURCHASES - GOLF CLUBS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOUR EDGE GOLF MFG INC	GOLF CLUBS	265.00
1 WILSON GOLF DIVISION	GOLF CLUBS	132.04
		<u>INVOICES TOTAL:</u> <b>397.04</b>

**534334-PURCHASES - GOLF GLOVES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZERO FRICTION LLC	GOLF GLOVES/MISC MERCHANDISE	275.82
		<u>INVOICES TOTAL:</u> <b>275.82</b>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO BILL'S GOLF INC	GOLF UMBRELLAS	96.00
1 ZERO FRICTION LLC	GOLF GLOVES/MISC MERCHANDISE	138.00
		<u>INVOICES TOTAL:</u> <b>234.00</b>

**546900-CONTINGENCIES**

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



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**	1 CARDMEMBER SERVICE	VALVES	62.97
			<u>INVOICES TOTAL: 62.97</u>

**5510-GOLF MAINTENANCE EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
1 CINTAS CORPORATION	UNIFORM RENTAL	38.09
1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
1 CINTAS CORPORATION	UNIFORM RENTAL	33.59
		<u>INVOICES TOTAL: 239.63</u>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VALLEY HYDRAULIC SERVICE INC	VEHICLE MAINTENANCE SUPPLIES	46.58
		<u>INVOICES TOTAL: 46.58</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	105.00
		<u>INVOICES TOTAL: 105.00</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	509.01
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	717.72
		<u>INVOICES TOTAL: 1,226.73</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 J W TURF INC	EQUIPMENT MAINTENANCE SUPPLIES	174.38
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	30.69
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	55.51
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	233.33
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	388.72
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	47.56
		<u>INVOICES TOTAL: 930.19</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MAINTENANCE SUPPLIES	255.00
1 CHICAGOLAND TURF	MAINTENANCE SUPPLIES	255.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	25.81

\*\* Indicates pre-issue check.

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**INVOICES TOTAL: 535.81**

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE RENTAL/SHARPENING	17.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	40.00
<b>INVOICES TOTAL:</b>		<b>57.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	125.79
<b>INVOICES TOTAL:</b>		<b>125.79</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASES/SUPPLIES	29.33
<b>INVOICES TOTAL:</b>		<b>29.33</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	66.95
1 ELGIN BEVERAGE CO	BEER PURCHASE	255.00
1 EUCLID BEVERAGE LTD	BEER PURCHASE	122.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASES/SUPPLIES	201.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	205.33
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	347.04
1 GRECO AND SONS INC	FOOD PURCHASE	70.80
1 LAKESHORE BEVERAGE	BEER PURCHASE	21.20
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	70.00
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	78.44
1 SCHAMBERGER BROS INC	BEER PURCHASE	170.19
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	218.84
1 TURANO BAKING CO	FOOD PURCHASE	72.11
<b>INVOICES TOTAL:</b>		<b>1,898.90</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MICKEY'S LINEN	LINEN SERVICES	12.50
1 MICKEY'S LINEN	LINEN SERVICES	136.55
1 MICKEY'S LINEN	LINEN SERVICES	12.50
<b>INVOICES TOTAL:</b>		<b>161.55</b>

\*\* Indicates pre-issue check.

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**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASES/SUPPLIES	29.33
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	12.95
1 MLA WHOLESALE INC	FLOWERS	112.10
<b>INVOICES TOTAL:</b>		<b>154.38</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SIR SPEEDY	PAPER	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	602.55
1 ELGIN BEVERAGE CO	BEER PURCHASE	115.87
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	594.87
1 GORDON FOOD SERVICE INC	FOOD PURCHASES/SUPPLIES	718.48
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	843.33
1 GRECO AND SONS INC	FOOD PURCHASE	138.60
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	399.77
1 GRECO AND SONS INC	FOOD PURCHASE	218.11
1 LAKESHORE BEVERAGE	BEER PURCHASE	40.62
1 LAKESHORE BEVERAGE	BEER PURCHASE	16.20
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	70.00
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	78.44
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	22.39
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	922.66
1 TURANO BAKING CO	FOOD PURCHASE	72.11
<b>INVOICES TOTAL:</b>		<b>4,854.00</b>

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	94.95
1 ELGIN BEVERAGE CO	BEER PURCHASE	44.08
1 EUCLID BEVERAGE LTD	BEER PURCHASE	215.24
1 GORDON FOOD SERVICE INC	FOOD PURCHASES/SUPPLIES	200.89
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	291.34
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	225.10
1 GRECO AND SONS INC	FOOD PURCHASE	47.50
1 LAKESHORE BEVERAGE	BEER PURCHASE	71.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	148.17
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	125.64
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	94.23

\*\* Indicates pre-issue check.

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**	1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	190.98
	1 SCHAMBERGER BROS INC	BEER PURCHASE	162.96
<b>INVOICES TOTAL:</b>			<b>1,912.08</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	2,517.00
1 THYSSENKRUPP ELEVATOR CORP	ELEVATOR MAINTENANCE	2,050.16
<b>INVOICES TOTAL:</b>		<b>4,567.16</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	134.85
<b>INVOICES TOTAL:</b>		<b>134.85</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST CONTROL	PEST CONTROL SERVICES	193.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	1,295.00
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	135.81
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	55.13
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 CINTAS CORPORATION	CLEANING SERVICES	92.48
1 CINTAS CORPORATION	CLEANING SERVICES	64.40
1 MIDWEST MECHANICAL	HVAC REPAIRS	1,936.00
1 MIDWEST MECHANICAL	HVAC REPAIRS	2,288.00
1 UNIFIRST CORP	MATS	41.80
1 UNIFIRST CORP	MATS	41.80
<b>INVOICES TOTAL:</b>		<b>6,207.82</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR VILLAGE HALL	65.00
1 FIRST COMMUNICATIONS LLC	P.W. TELEPHONE CIRCUIT	349.00
1 VERIZON WIRELESS	WIRELESS SERVICES	114.03
1 VERIZON WIRELESS	WIRELESS SERVICES	421.58
<b>INVOICES TOTAL:</b>		<b>949.61</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	138.38
<b>INVOICES TOTAL:</b>		<b>138.38</b>

**530100-MATERIALS & SUPPLIES**

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

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 DETAIL BOARD REPORT  
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1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	226.80
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	251.89
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS/SUPPLIES	628.93
1 WAREHOUSE DIRECT	TONER	159.89
	<b>INVOICES TOTAL:</b>	<b>1,267.51</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ONLINE SUBSCRIPTION/CREDIT	-105.98
	<b>INVOICES TOTAL:</b>	<b>-105.98</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	LASERJET PRINTERS/I-PASS	878.89
1 TOWN & COUNTRY GARDENS	FLOWERS	392.96
	<b>INVOICES TOTAL:</b>	<b>1,271.85</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	237.40
1 KONICA MINOLTA BUSINESS	LICENSE KIT FOR COPIER	308.04
1 KONICA MINOLTA BUSINESS	COPIER FOR ADMINISTRATION	15,585.96
1 L-3 COMMUNICATIONS	PD VIDEO SERVER AND DVD ROBOT	8,400.00
	<b>INVOICES TOTAL:</b>	<b>24,531.40</b>

**6100-VEHICLE REPLACEMENT EXPENSES**

**570170-POLICE VEH REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ROESCH FORD	FORD F-150 PICK UP TRUCKS	64,030.00
	<b>INVOICES TOTAL:</b>	<b>64,030.00</b>

**GRAND TOTAL: 939,525.30**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
**INVOICES DUE ON/BEFORE 9/20/2016**

GENERAL FUND	419,030.37
MOTOR FUEL TAX FUND	85,073.05
DEVELOPER DEPOSITS FUND	72,012.32
BREWSTER CREEK TIF MUN ACCT	725.00
WATER FUND	154,705.58
SEWER FUND	81,132.49
PARKING FUND	4,962.56
GOLF FUND	18,891.33
CENTRAL SERVICES FUND	38,962.60
VEHICLE REPLACEMENT FUND	64,030.00
<b>GRAND TOTAL</b>	<b>939,525.30</b>



CASH & INVESTMENT REPORT  
July 31, 2016

Fund	6/30/2016			Receipts		Disbursements		Detail of Ending Balance		
	6/30/2016	Receipts	Disbursements	7/31/2016	Cash	Investments	Net Assets/Liab.	7/31/2016		
General	14,713,253	1,535,190	1,778,084	14,470,359	6,028,354	6,915,349	1,526,657	14,470,359		
MFT	3,880,928	59,381	326,991	3,613,317	1,970,741	1,660,940	(18,363)	3,613,317		
Debt Service	833,908	95,125	150	928,882	431,160	496,168	1,555	928,882		
Capital Projects	61,754	0	0	61,754	0	0	61,754	61,754		
Municipal Building	1,177,792	268	0	1,178,060	417,094	479,981	280,985	1,178,060		
Developer Deposits	4,206,976	4,758	147,760	4,063,973	69,504	3,590,845	403,624	4,063,973		
Town Center TIF	453,350	591	0	453,941	127,080	146,240	180,621	453,941		
59 & Lake TIF	0	0	0	0	0	0	0	0		
BC Municipal TIF	465,109	73	42,591	422,591	204,220	235,011	(16,639)	422,591		
Bluff City Tif Municipal	7,268	1	0	7,269	0	0	7,268	7,269		
Water	22,207,944	578,734	1,222,550	21,564,128	995,365	1,145,326	19,423,437	21,564,128		
Sewer	21,429,442	286,907	357,974	21,358,374	369,216	424,769	20,564,389	21,358,374		
Parking	121,935	15,078	14,504	122,509	24,616	28,327	69,565	122,509		
Golf	1,458,539	332,699	227,253	1,563,984	0	0	1,563,984	1,563,984		
Central Services	731,463	85,155	73,400	743,218	303,840	349,651	89,727	743,218		
Vehicle Replacement	3,161,596	55,260	0	3,216,856	683,300	786,324	1,747,232	3,216,856		
<b>TOTALS</b>	<b>74,911,256</b>	<b>3,049,219</b>	<b>4,191,259</b>	<b>73,769,216</b>	<b>11,624,489</b>	<b>16,258,931</b>	<b>45,885,797</b>	<b>73,769,216</b>		

BC Project TIF	5,341,208	4,271	0	5,341,208	5,341,209	0	0	5,341,208
Bluff City Project TIF	34,342	5	0	34,346	34,346	0	0	34,346
Bluff City SSA Debt Srv.	883,491	996	3,056	881,432	881,432	0	0	881,432
Police Pension	35,564,884	714,292	122,354	36,156,822	2,144,329	33,911,022	101,471	36,156,822

  
 Jeff Markynowicz  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2016/17 as of July 31, 2016

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	6,693,984	21,848,541	30.64%	5,200,617	22,116,878	23.51%
MFT	247,427	1,071,387	23.09%	639,465	1,330,000	48.08%
Debt Service	627,876	1,755,685	35.76%	444,219	1,970,139	22.55%
Capital Projects	0	100,100	0.00%	0	25,000	0.00%
Municipal Building	626	3,860	16.22%	0	340,500	0.00%
Developer Deposits	9,685	78,500	12.34%	205,467	206,100	99.69%
Town Center TIF	658	0	100.00%	4,600	0	100.00%
Bluff City SSA	1,121	950,381	0.12%	9,605	1,125,000	0.85%
59 & Lake TIF	0	6,100	0.00%	0	56,000	0.00%
Bluff City Municipal TIF	2,192	1,505	145.63%	0	0	0.00%
Bluff City Project TIF	34,322	1,979,510	0.11%	0	1,975,000	0.00%
Brewster Creek Municipal TIF	301,877	500,600	60.30%	127,738	666,137	19.18%
Brewster Creek Project TIF	2,116,886	4,276,050	49.51%	0	4,323,553	0.00%
Water	1,604,161	7,466,070	21.49%	1,909,004	8,158,758	23.40%
Sewer	820,385	7,387,450	11.11%	1,028,668	8,199,905	12.54%
Parking	55,784	230,075	24.25%	37,585	227,026	16.56%
Golf	878,895	2,658,000	33.07%	620,500	2,632,324	23.57%
Central Services	255,455	1,021,763	25.00%	307,447	1,118,733	27.48%
Vehicle Replacement	162,924	645,270	25.25%	224,714	919,000	24.45%
Police Pension	1,768,733	2,098,049	84.30%	365,073	2,098,049	17.40%
Subtotal	15,582,991	54,078,896	28.82%	11,124,700	57,488,102	19.35%
Less Interfund Transfers	(904,167)	(3,109,832)	29.07%	(904,167)	(3,109,832)	29.07%
Total	14,678,824	50,969,064	28.80%	10,220,533	54,378,270	18.80%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2016/17 as of July 31, 2016

Fund	Current Year		Prior YTD %
	Actual	Budget	
Property Taxes	3,385,775	9,275,478	36.50%
Sales Taxes (General Fund)	521,799	2,205,000	23.66%
Income Taxes	1,487,251	4,368,048	34.05%
Telecommunications Tax	238,294	1,057,500	22.53%
Real Estate Transfer Tax	205,593	610,000	33.70%
Building Permits	173,292	641,275	27.02%
MFT	245,658	1,067,287	23.02%
Water Charges	1,561,960	6,700,000	23.31%
Sewer Charges	791,472	3,250,000	24.35%
Interest Income	11,351	49,375	22.99%
Gas Utility Tax	118,218	550,000	21.49%
Electric Utility Tax	42,358	153,000	27.69%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2016/17 as of July 31, 2016

Fund	Current Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	570,425	1,670,000	34.16%
Expenses	366,313	1,587,645	23.07%
Net Income	204,112	82,355	247.84%
<b>F&amp;B - Restaurant</b>			
Revenues	55,293	133,000	41.57%
Expenses	83,751	319,149	26.24%
Net Income	(28,460)	(186,149)	15.29%
<b>F&amp;B - Banquet</b>			
Revenues	192,943	735,000	26.25%
Expenses	146,702	660,230	22.22%
Net Income	46,241	74,770	61.84%
<b>F&amp;B - Midway</b>			
Revenues	60,235	120,000	50.20%
Expenses	23,733	65,300	36.34%
Net Income	36,502	54,700	66.73%
<b>Golf Fund Total</b>			
Revenues	878,895	2,658,000	33.07%
Expenses	620,500	2,632,324	23.57%
Net Income	258,396	25,676	1006.37%

**Sales Taxes**

Month	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 15/16
May	146,546	126,506	175,701	173,657	178,983	170,734	186,214
June	137,130	164,604	195,692	193,303	201,968	200,031	
July	176,678	165,519	190,898	186,097	188,547	194,738	
August	180,229	177,919	180,797	184,425	190,872	206,213	
September	177,173	187,893	182,163	189,650	183,399	198,880	
October	168,710	177,758	165,188	170,530	188,055	212,286	
November	162,303	161,152	181,865	174,037	179,846	204,437	
December	171,232	164,341	165,852	153,005	163,529	178,413	
January	166,523	167,926	168,154	210,506	187,865	194,219	
February	171,856	157,086	147,189	151,678	141,054	149,630	
March	168,981	177,777	147,039	128,886	141,609	161,850	
April	132,397	152,124	162,595	153,553	170,308	178,006	
<b>Total</b>	<b>1,959,758</b>	<b>1,980,605</b>	<b>2,063,133</b>	<b>2,069,327</b>	<b>2,116,036</b>	<b>2,249,438</b>	
<b>% increase</b>	<b>-7.33%</b>	<b>0.86%</b>	<b>4.17%</b>	<b>0.30%</b>	<b>2.26%</b>	<b>4.52%</b>	<b>9.07%</b>
Budget	1,950,000	1,950,000	1,975,000	2,010,000	2,075,000	2,115,000	2,205,000

**Warrant/EFT#: EF 0008359**

Fiscal Year:	2017	Issue Date:	07/07/16		
Warrant Total:	\$186,213.72	Warrant Status:			
Agency	Contract	Invoice	Voucher	Agency Amount	
492 - REVENUE		AG972325	7AG972325	\$186,213.72	

**IOC Accounting Line Details**

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$186,213.72	DISTRIBUTE MUNI/CNTY SALES TAX

**Payment Voucher Description**

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 07/06/2016
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: APR. 2016 COLL MO: MAY. 2016 VCHR MO: JUL. 2016
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX



**MOTOR FUEL TAX**

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17
May	89,807	85,450	89,115	104,788	106,665	89,988	93,139
June	86,890	83,830	75,066	71,924	80,212	58,408	58,737
July	82,123	78,002	87,721	84,361	89,915	103,948	
August	89,014	90,041	87,924	99,063	61,056	100,154	
September	86,580	88,420	76,347	70,076	83,006	67,441	
October	99,672	79,216	83,510	90,026	89,337	87,626	
November	73,018	88,011	89,027	77,655	90,552	101,486	
December	93,136	92,981	85,014	103,117	103,771	93,002	
January	89,163	115,721	82,788	90,866	97,525	89,828	
February	96,459	83,346	70,348	83,687	74,031	90,531	
March	77,675	84,943	83,251	65,802	37,978	77,861	
April	89,807	82,622	70,866	75,969	95,841	93,782	corrected amount
<b>Subtotal</b>	<b>1,053,344</b>	<b>1,052,583</b>	<b>980,978</b>	<b>1,017,334</b>	<b>1,009,889</b>	<b>1,054,055</b>	<b>151,876</b>
Plus:							
High Growth	46,918	29,046	29,031	37,678	37,682	37,743	
Jobs Now	179,796	179,796	179,796	179,796	359,592		
<b>Total</b>	<b>1,280,058</b>	<b>1,261,425</b>	<b>1,189,805</b>	<b>1,234,808</b>	<b>1,407,163</b>	<b>1,091,798</b>	
Budget	1,015,000	1,250,000	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287
Annual Inc in \$ w/o High Growth	<b>1.50%</b>	<b>-0.07%</b>	<b>-6.80%</b>	<b>3.71%</b>	<b>-0.73%</b>	<b>4.37%</b>	<b>0.56%</b>



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Municipality Report

Bartlett

July 6, 2016

## **MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR JUNE, 2016**

Beginning Unobligated Balance		<b>\$3,578,739.71</b>
Motor Fuel Tax Allotment	\$58,736.79	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$58,736.79</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$3,637,476.50</b>

**PROCESSED TRANSACTIONS:**

# Memorandum

**To:** Scott Skrycki, Assistant to the Administrator  
**From:** Tyler Isham, Administrative Intern  
**Date:** 9/13/2016  
**Re:** 2016 Pride in Ownership Awards

---

The Village of Bartlett is pleased to recognize the winners of the 2016 Pride in Ownership Awards.

The Pride in Ownership program was started in Bartlett in 1996 to recognize owners who do an outstanding job in maintaining their property. The Village calls out for nominees at the beginning of summer and volunteer judges visit all of the nominated properties, evaluating them on general appearance, landscaping, curb appeal and creativity. This year we had 4 single-family and 2 commercial winners.

## Single Family Home

1 <sup>st</sup> Place:	Ms. Yvonne Bahr Olson	450 Ford Lane
1 <sup>st</sup> Place:	Ms. Cheryl Lemvig	950 Grant Street
2 <sup>nd</sup> Place:	Mr. & Mrs. Joseph Enzenbacher	105 N. Hale Avenue
3 <sup>rd</sup> Place:	Ms. Charlene Holecek	416 Chara Court

## Commercial

1 <sup>st</sup> Place:	Hanover Township Senior Center
2 <sup>nd</sup> Place:	JC's Mexican Restaurant

The Village congratulates all of the nominated and winning property owners and thanks them for helping to keep Bartlett beautiful. The winners received a yard sign and will be listed in the Bartletter as well.



## Agenda Item Executive Summary

Item Name      Hanover Township Class D Liquor License      Committee  
Application      or Board      Board

### BUDGET IMPACT

Amount:      n/a

Budgeted

List what  
fund

### EXECUTIVE SUMMARY

Hanover Township is requesting a Class D Liquor License for a township event held on October 13, 2016.

### ATTACHMENTS (PLEASE LIST)

Class D Liquor License Application  
Certificate of Insurance

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion: I move to approve the Class D Liquor License submitted by Hanover Township for a township event on October 13, 2016 from 5:00 p.m. to 9:00 p.m.

Staff:      Paula Schumacher

Date:      September 9, 2016

Assistant Village Administrator

# Memorandum

**To:** Valerie L. Salmons, Village Administrator  
**From:** Paula Schumacher, Assistant Village Administrator  
**Date:** September 9, 2016  
**Re:** Hanover Township Liquor License

---

Hanover Township, located at 240 S. IL Rt. 59, has submitted an application for a Class D liquor license for a township event on October 13, 2016 from 5:00 p.m. to 9:00 p.m.

The Class D liquor license allows for the retail sale of alcohol for a special event.

The certificate of insurance has been reviewed and approved. The application and certificate of insurance is attached for your review.

**MOTION**

I move to approve the Class D Liquor License application of Hanover Township for a township event on October 13, 2016 from 5:00 p.m. to 9:00 p.m.



Cash

VILLAGE OF BARTLETT  
CLASS D LIQUOR LICENSE APPLICATION

DATE: 9/2/2016  
FEE: \$5.00 Per Application

The Class D License is created to allow a special event retailer, as defined in Section 3-3-1-5/1-3.17.1 of the Bartlett Liquor Control Ordinance, a license to sell and offer for sale at retail, in or on the premises specified in such license, alcoholic liquor for use or consumption on the licensed premises, but not for resale in any form, for a special event, as defined in Section 3-3-1-5/1-2.20 of the Bartlett Liquor Control Ordinance), for a time period that meets each of the following restrictions:

Hours of Operation:

1. Not to exceed twelve (12) hours within a period of twenty-four (24) consecutive hours
2. Within the time limits for Class A License set forth in Section 3-3-2 of the Bartlett Liquor Control Ordinance:

Sunday – Thursday	from 8:00am until 1:00am
Friday – Saturday	from 8:00am until 2:00am

A Class D license may be issued at any time by the Village President with the approval of the Board of Trustees, and shall be issued for a specific time period, not to exceed fifteen (15) days per license per location in any twelve (12) month period. (amended Ord 98-87)

The undersigned hereby makes application for a Class D retail Liquor License and hereby certifies to the following facts:

Name of Organization: HANOVER TOWNSHIP

Mailing Address of Organization: 240 S. IL Route 59, BARTLETT IL 60100

Contact Name: Tracey Colagrossi Telephone Number: 630 483 5671

Date License is requested for: Thursday, October 13, 5pm - 9pm

Location of sponsored event: HANOVER TOWNSHIP Senior Center  
Parking Lot, 240 S IL Route 59, BARTLETT IL 60103

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

**AFFIDAVIT**

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

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

*Henry [Signature]* President\*  
Signature  
*Sarah [Signature]* Secretary  
Signature

Subscribed and sworn by *Tracey Colagrossi*  
Before me this *2nd* day of *September*, 20 *16*

*Florence M. Sposito*  
Notary Public (Seal)



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





## Agenda Item Executive Summary

Item Name      929 Rosewood Court- Variation for an Accessory Structure      Committee or Board      Board

### BUDGET IMPACT

Amount:      N/A      Budgeted      N/A

List what fund      N/A

### EXECUTIVE SUMMARY

**A VARIATION** for an Accessory Structure to be located less than 10 feet from the Principal Structure.

The **Zoning Board of Appeals** reviewed the variation request, conducted the public hearing and recommended **approval** at their August 4, 2016 meeting.

The **Village Board Committee** reviewed the Petitioner's request at their meeting on September 6, 2016. The Committee forwarded the application on to the Village Board for a final vote and requested pictures showing the gap between the accessory structure and house.

### ATTACHMENTS (PLEASE LIST)

CD Staff Memo, Ordinance, Pictures & Construction Drawings.

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance- Move to approve Ordinance #2016-\_\_\_\_\_ **An Ordinance Granting an Accessory Structure Building Separation Variation for 929 Rosewood Court.**
- Motion

Staff:      Jim Plonczynski, Com Dev Director      Date:      09/12/2016

**COMMUNITY DEVELOPMENT MEMORANDUM**

**16-191**

DATE: September 12, 2016  
TO: Valerie L. Salmons, Village Administrator  
FROM: Jim Plonczynski, CD Director  
RE: **(#16-07) Polerecky – 929 Rosewood Ct.**

---

**PETITIONER**

Marek and Roksolana Polerecky

**SUBJECT SITE**

929 Rosewood Ct.

**REQUEST**

Variation – Accessory Structure less than 10 feet from the Principal Structure

**DISCUSSION**

1. The subject property is zoned SR-4 (Suburban Residential).
2. The Petitioners received a 3' variation from the 45' required rear yard setback for a one story addition in 2007 per Ordinance 2007-14.
3. The petitioner is now requesting a 10-foot variation from the required 10-foot separation between a detached accessory structure and the principal structure (single family residence) in two locations. The accessory structure is not attached to the house but abutting the house on two sides.
4. The accessory structure has already been constructed. It was discovered after a complaint was submitted to the Building Department in May.
5. The petitioner was informed by the Community Development and Building Department that the existing accessory structure did not meet the required 10-foot separation between a principle structure (existing house) and an accessory structure. The petitioner was informed that they could either apply for a variation, relocate the structure or demolish the structure. A stop work order was put on the project.
6. The impervious surface ratio of this lot will not change as a result of the proposed accessory structure as it was installed over an existing concrete patio. The

impervious surface ratio for the house and other paved improvements is 35%, which complies with the 40% maximum impervious surface for a lot of this size.

7. Staff has visited the site and has made the determination that adding the accessory structure over the existing concrete patio will not create any drainage issues since it was already an impervious surface before adding the walls and also the lot slopes down to the east (rear lot line).
8. The Village Board has considered nine (9) petitions for a variation for accessory building separation. Only one (1) request was denied.

The variation requests for accessory building separation since 1993 are broken down as follows:

<u>Petition #</u>	<u>Street</u>	<u>Separation request</u>
1993-13	Francine Drive	6' DENIED
1995-29	Newcastle Lane	4.25'
1996-09	Plymouth Court	4.5'
2000-26	Gerber Road	7.35'
2001-13	Tennyson Road	1'
2002-05	Trenton Lane	4.5'
2006-14	Braintree Lane	2'
2006-58	White Oak Lane	5'
2007-10	W. Oneida Avenue	4'

9. If the variation were approved, the petitioner could then apply for a building permit and finish construction of the accessory structure to make it more structurally sound as recommended from the petitioner's architect.

#### **RECOMMENDATION**

1. The Zoning Board of Appeals reviewed the variation request and conducted the public hearing at their August 4, 2016 meeting. The Zoning Board of Appeals recommended **approval** of the variation based on the following findings of fact:
  - A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
  - B. That conditions upon which the petition for variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
  - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.



- D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
  - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
  - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
  - G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
2. The **Village Board Committee** reviewed the Petitioners request at their meeting on September 6, 2016. The Committee forwarded the application on to the Village Board for a final vote and requested pictures showing the gap between the accessory structure and house.
  3. Pictures are attached for your review.
  4. The Ordinance is attached for your review and consideration.

alz/attachments

X:\Comdev\mem2016\191\_polerecky\_929rosewood\_VB.docx

**ORDINANCE 2016-**

**AN ORDINANCE GRANTING AN ACCESSORY STRUCTURE BUILDING  
SEPARATION VARIATION FOR 929 ROSEWOOD COURT**

**WHEREAS,** a public hearing has heretofore been held by the Bartlett Zoning Board of Appeals (the "Zoning Board") on August 4, 2016 pursuant to public notice as required by law, with respect to the petition (Case #16-07) of Marek and Roksolana Polercky, (the "Owners") for a ten (10) foot variation to allow the already constructed accessory structure to remain and eliminate the required ten (10) foot separation between the accessory structure and principal structure (the "Variation") at 929 Rosewood Court in the SR-4 Suburban Residence District; and

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

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

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

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

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

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

**SECTION TWO:** A ten (10) foot variation to allow the already constructed accessory structure to remain and eliminate the required ten (10) foot separation between the accessory structure and principal structure in the SR-4, Suburban Residence Zoning District, is hereby granted to allow the already constructed accessory structure to be less than 10' feet from the principal structure on the Property, commonly known as 929 Rosewood Court, Bartlett, Illinois and legally described as follows:

**LOT 198 IN KENROY'S APPLE ORCHARD SUBDIVISION NO. 4, UNIT 3, BEING A SUBDIVISION IN SECTION 3 AND 10, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 13, 1977 AS DOCUMENT R77-82081 AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 28, 1977 AS DOCUMENT R77-98765 AND DECEMBER 2, 1977 AS DOCUMENT R77-111489, IN DUPAGE COUNTY, ILLINOIS**

**PERMANENT INDEX NUMBER: 01-10-225-014**

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

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

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** this 20<sup>th</sup> day of September 2016

**APPROVED:** this 20<sup>th</sup> day of September 2016

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

**ATTEST:**

\_\_\_\_\_  
Lorna Gilles, Village Clerk















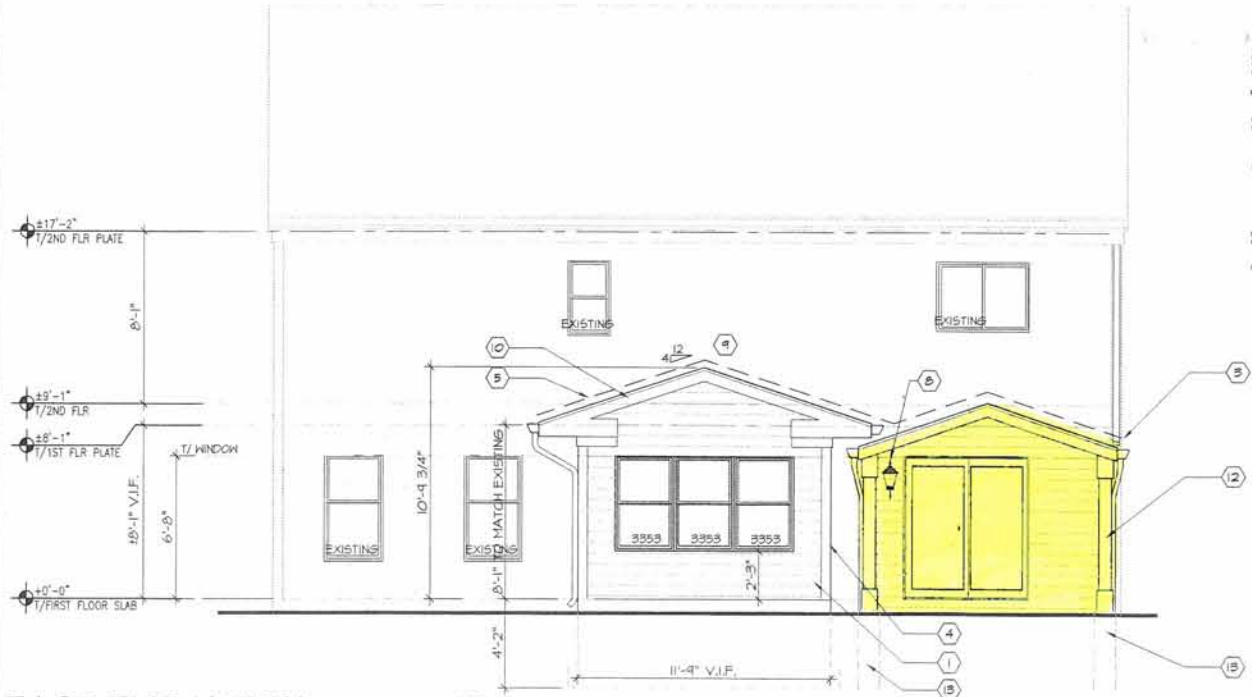
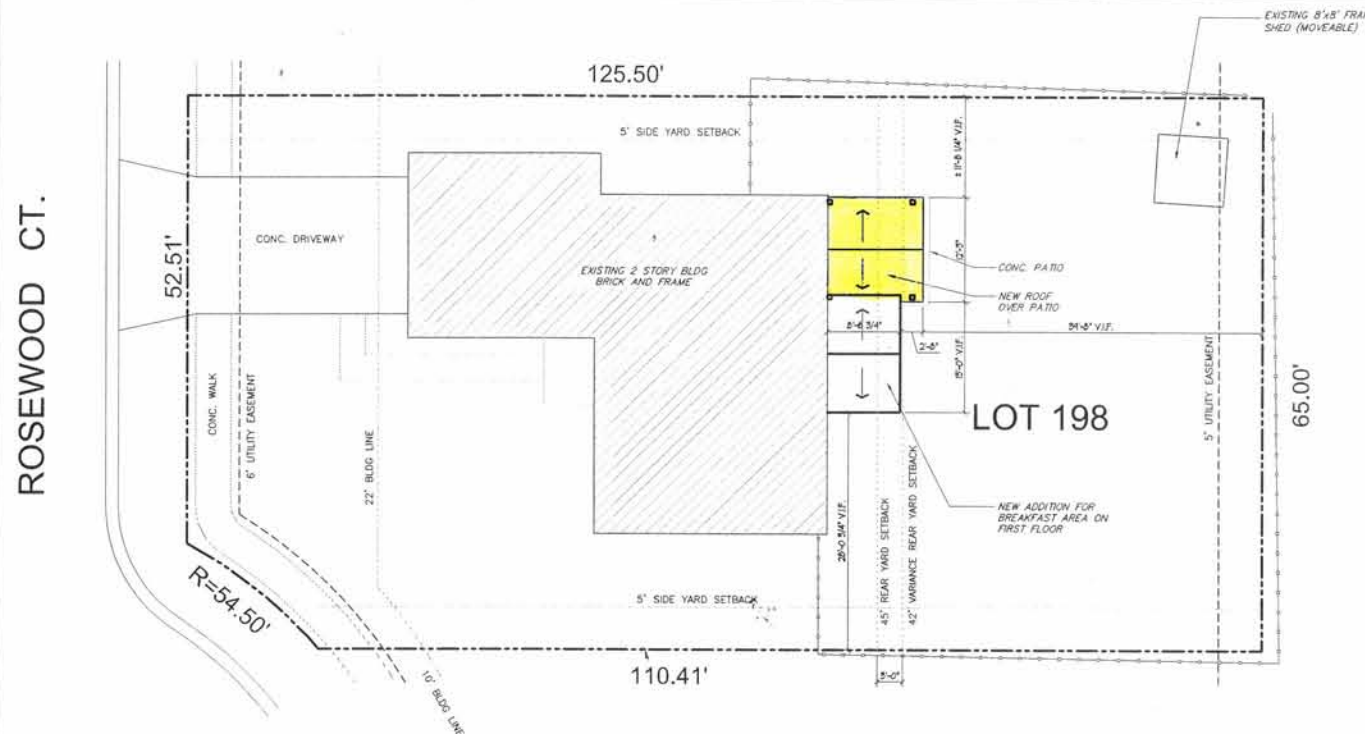




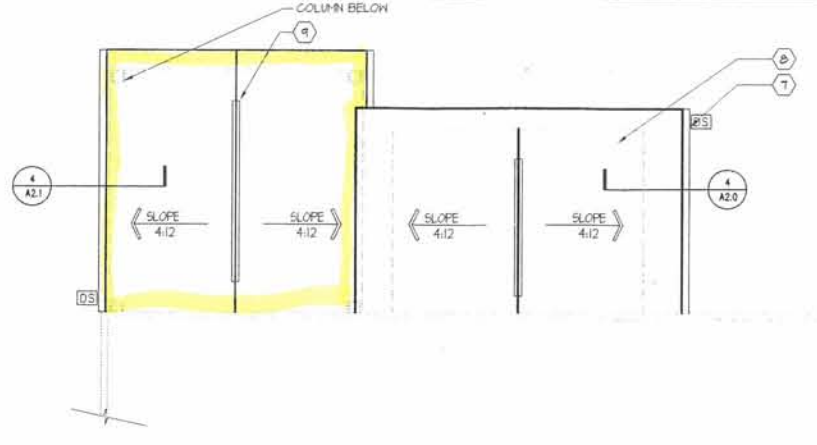


# POLERECKY RESIDENCE

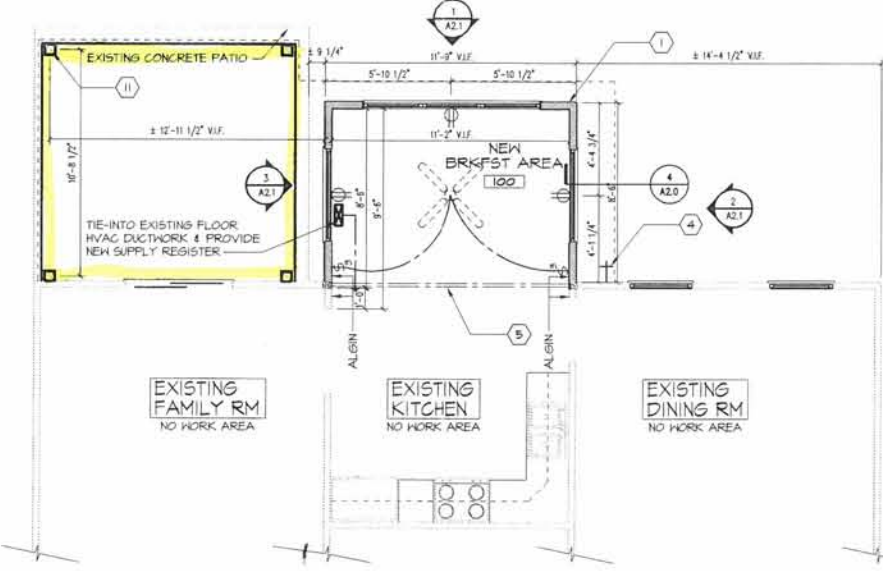
929 ROSEWOOD COURT  
BARTLETT, ILLINOIS 60103



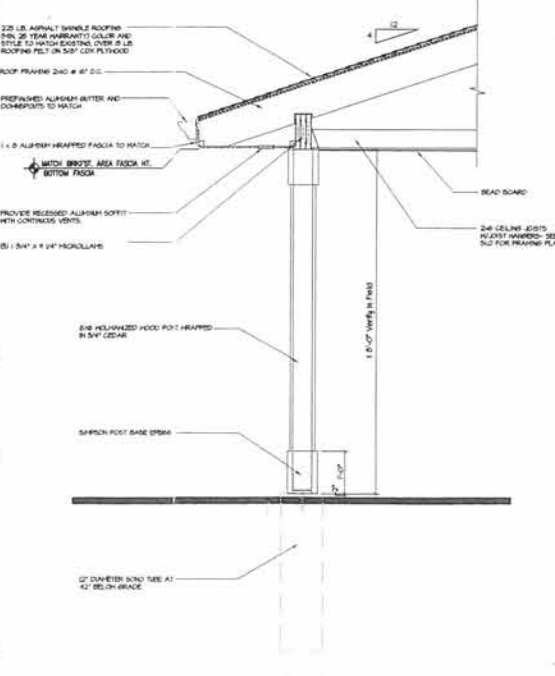
EAST ELEVATION  
SCALE: 1/4" = 1'-0"



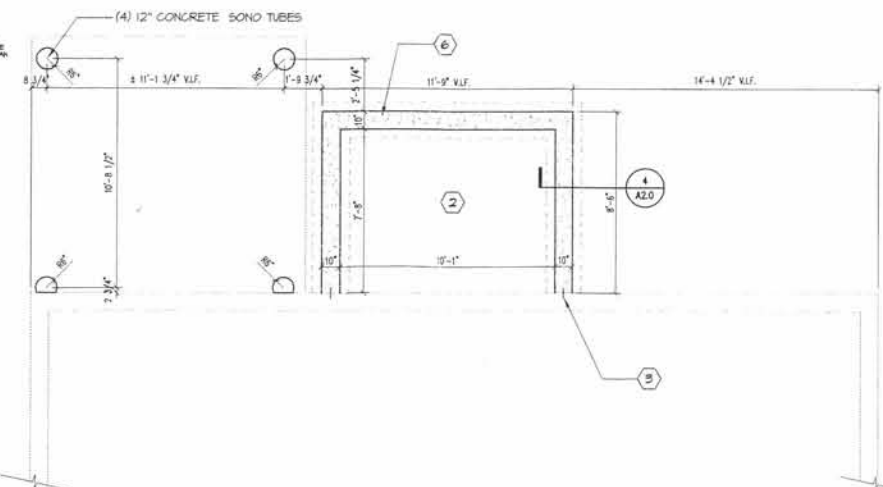
ROOF PLAN  
SCALE: 1/4" = 1'-0"



FLOOR PLAN  
SCALE: 1/4" = 1'-0"



SECT. @ COVERED PORCH  
SCALE: 1/2" = 1'-0"



FOUNDATION PLAN  
SCALE: 1/4" = 1'-0"



GROUP A ARCHITECTURE  
A Professional Corporation  
100 Lockmeier Rd. Suite 202  
Eli Grove Village, IL 60007

Phone: 641.452.1100  
Fax: 641.452.1158  
Web: www.groupaarch.com

PROJECT

POLERECKY RESIDENCE  
929 ROSEWOOD CT.  
BARTLETT, IL 60103

DRAWING USE

REVISION

SIGNATURE AND SEAL



NO.	ISSUED FOR	DATE
1	REVIEW	05/04/2007
2	PERMIT	05/14/2007
3	REVIEW	06/14/2007
4	COVERED PORCH	04/22/2007
5	REVISION	06/05/2016

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DRAWN BY

CHECKED BY

APPROVED BY

JOB NUMBER

DRAWING TITLE

COVER SHEET

DRAWING NUMBER

A1.0





**ORDINANCE 2016-\_\_\_\_\_**

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

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

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

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

3-3-2-3:B NUMBER ISSUED: THE NUMBER OF CLASS B LICENSES SHALL BE LIMITED TO 8

**SECTION THREE: SEVERABILITY**

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

**SECTION FOUR: REPEAL OF PRIOR ORDINANCES**

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

**SECTION FIVE: EFFECIVE DATE**

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED** This 6th day of October 2016

**APPROVED** This 6th day of October 2016

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

ATTEST:

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

### **CERTIFICATION**

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

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



## Agenda Item Executive Summary

Item Name      Bartlett High School Homecoming Parade      Committee  
Request      or Board      Village Board

### BUDGET IMPACT

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

### EXECUTIVE SUMMARY

The Bartlett High School Student Council is requesting a parade permit for a 1:00 pm start Sunday, October 2, 2016 starting at Oak Glenn Lane, traveling south on South Bartlett and ending at Stearns Road and Sycamore Lane.

### ATTACHMENTS (PLEASE LIST)

Memorandum, Motion, Letter, Site Map, Department of Transportation Highway Permit, Certificate of Insurance

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion  \_\_\_\_\_

Motion: Move to approve the parade permit requested by the Bartlett High School Student Council for the Homecoming Parade on October 2, 2016.

Staff:              Lisa Holland/Administrative Intern

Date:              8/29/2016

# Memorandum

**To:** Scott Skrycki, Assistant to the Administrator  
**From:** Lisa Holland, Administrative Intern  
**Date:** 9/12/2016  
**Re:** Bartlett High School Homecoming Parade Request

---

The Bartlett High School Student Council is requesting a parade permit for the Homecoming Parade on Sunday, October 2, 2016. The parade will follow an abbreviated version of the traditional Fourth of July parade route starting at Oak Glenn Lane, traveling south on South Bartlett Road, and ending at Stearns Road and Sycamore Lane in the Apple Orchard West lot. Step off for the parade is at 1:00 pm.

The appropriate certificate of insurance has been submitted by School District U-46 and approved by the Village Attorney. A map of the route is also attached.

## **Motion**

I move to approve the parade permit requested by the Bartlett High School Student Council for the Homecoming Parade on October 2, 2016.



***Bartlett High School***

701 Schick Road  
Bartlett, Illinois 60103  
(630) 372-4680  
Fax (630) 372-4682

Michael Demovsky, Principal

---

August 22, 2016

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

**RE:** Bartlett High School Homecoming Parade & Hawk Fest,  
October 2 and 7, 2016

Dear Village President Wallace,

On behalf of the Bartlett High School Student Council, I am requesting approval for the Bartlett High School Homecoming parade and Hawkfest amplified DJ system. The parade is scheduled for Sunday, October 2 at 1:00 pm. Hawkfest is scheduled for Friday, October 7 from 5-8pm. We are requesting an amplification permit for DJ music that will be played during the Hawk Fest.

In addition to permission for the parade, we are requesting barricades and police officers to assist with traffic control. The parade will follow an abbreviated version of the traditional Fourth of July parade route; beginning at Oak Glenn Lane, traveling south on South Bartlett Road, and ending at Stearns Road and Sycamore Lane in the Apple Orchard West lot. We expect the parade will last less than one hour.

Attached to this letter is a certificate of self-insurance from School District U-46, holding harmless the Village, naming The Village as an additional insured in the amount of \$1,000,000.

Thank you for your consideration, and please accept the Student Council's invitation to help celebrate Bartlett High School's Homecoming.

Sincerely,

Kristen Gac

Bartlett High School  
Social Studies Teacher/Student Council Supervisor





Prepared by The Village of Bartlett  
Community Development Department





**CERTIFICATE OF COVERAGE**

**MEMBER:** Village of Bartlett

**COVERAGE TERM:** January 1, 2016 – December 31, 2016

This certificate is issued as a matter of information only and confers no rights upon the recipient. This certificate does not amend, extend or alter the coverages provided to the member.

Intergovernmental Risk Management Agency (IRMA) is not an insurance company. IRMA is an Illinois intergovernmental cooperative agency established by contracting units of local government as defined in the Illinois Constitution of 1970 pursuant to Article VII, Section 10 thereof and Chapter 127, Section 746 of the Illinois Compiled Statutes. IRMA administers a joint risk pool and purchases insurance, as it deems expedient.

**COVERAGES:** This is to certify that the coverages listed below are provided by IRMA to the member named above for the Coverage Term indicated. This certificate is subject to all terms and conditions of the IRMA Bylaws and Coverage Document, and any applicable contract(s) of commercial insurance.

		<u>Type of Coverage and Limits</u>
<b>Shall not be less than:</b>		
General Liability		
Bodily Injury & Property Damage		\$1,000,000 Combined Single Limit
General Aggregate		\$4,000,000

**REFERENCE:** Evidence of coverage for a Special Event-Highway Permit for the Bartlett High School Homecoming Parade on Sunday, October 2, 2016. County of DuPage/Department of Transportation is named as additional insured in respect to general liability arising out of the above parade.

**TERMINATION:** Should the member named above terminate its participation in IRMA prior to December 31, 2016, written notice thereof will be sent by first class mail to the party named below at the address indicated. However, failure to mail such notice shall impose no obligation or liability upon IRMA.

Authorized Representative of Intergovernmental Risk Management Agency:

\_\_\_\_\_  
Margo Ely, Executive Director

Date: August 22, 2016

**CERTIFICATE HOLDER:**

**County of DuPage  
c/o Department of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187-2553**

Copy to: Paula Schumacher, Village of Bartlett – Delegate  
Geoffrey Pretkelis, Village of Bartlett Police Department



CERTIFICATE OF SELF-INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

ISSUED BY:  
Board of Education  
School District U-46  
355 East Chicago Street  
Elgin, IL 60123

The Board of Education of School District U-46, Kane, Cook, DuPage Counties, Illinois, has undertaken to pay all judgments and claims against it as a result of the action of any officer, employee or agent through self-insurance, in accordance with the powers and duties conferred upon the Board by the Local Governmental and Governmental Employees Tort Immunity Act, Ill. Rev. Stat., Ch. 85, par. 1-101 Et. Seq. 1987).

INCEPTION DATE: July 1, 1987.

SCOPE OF PROGRAM: General Liability and Automobile Liability including but not limited to property loss and damage claims, claims for bodily injury or death, and all other civil actions, claims, on suits, including the defenses thereof, which may be made against the School District. The Board's Resolution for Self-Insurance is not intended to, nor does it modify, amend or in any other way remove the immunities of public employees and local governmental entities granted in the Local Governmental and Governmental Employees Tort Immunity Act.

SELF-INSURANCE RESERVE FOR ALL SUCH CLAIMS: \$1,000,000.

**DESCRIPTION - BARTLETT HIGH SCHOOL HOMECOMING PARADE AND HAWK FEST**

With respect to School District U-46 and the Village of Bartlett, The County of DuPage, as an additional insured with respect to Homecoming Parade held on *October 7, 2016* with in the right of way of DuPage County and with respect to the fireworks display and in connection with Hawkfest held on *October 7, 2016* should the Village of Bartlett be named in a complaint or claim as a result of property damage, personal injury and loss or damage as a result of the event(s) listed below. School District U-46 will defend and pay in accordance with the respective contract permit(s) granted for said activities.

**EVENT INFORMATION:** This document is valid for:

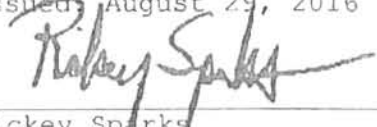
**October 7, 2016 from 5:00 PM to 8:00 PM - Hawkfest**

**October 2, 2016 from 12:00 PM to 3:00 PM - Homecoming Parade**

All risk coverage for the above.

ISSUED TO:  
Village of Bartlett  
Community Development Department  
228 S. Main St  
Bartlett, Il. 60103

Issued August 29, 2016

  
Rickey Sparks  
Director of Business Services  
School District U-46



# Memorandum

**To:** Scott Skrycki, Assistant to the Administrator  
**From:** Lisa Holland, Administrative Intern  
**Date:** 9/12/2016  
**Re:** Bartlett High School Fireworks Request

---

The Bartlett High School Student Council is requesting to hold a fireworks display on Friday, October 7<sup>th</sup>, 2016 at 8:00pm at the Bartlett High School following Hawk Fest.

The appropriate certificate of insurance has been submitted by School District U-46 and approved by the Village Attorney. The student council has also received permission from the Bartlett Fire Department, that permit is attached.

## Motion

I move to approve the Bartlett High School's request to hold a fireworks display on Friday, October 7<sup>th</sup> at 8:00pm at Bartlett High School.

OFFICIAL PERMIT COPY



Bartlett Fire Protection District  
Fire Prevention Bureau  
234 N. Oak Avenue  
Bartlett, IL 60103  
(630)837-3701 Fax (630)837-4052

Fire Prevention Permit #: 16-003

Date Issued: September 7, 2016

Expiration Date: October 8, 2016

Event Date: October 7, 2016

Time: 7:30pm—9:30pm

Installation of: Fire Alarm System [ ] Sprinkler System [ ] Ansul System [ ]  
Above Ground Tank [ ] Other [ ]

Activity: Fireworks Display [ X ] Bon Fire [ ] Other [ ]

Activity: Bartlett High School Homecoming Celebration Fire Works Display

Location: Bartlett High School  
Address: 701 W. Schick  
Town: Bartlett, Illinois 60103

Applicant: Mark Loewe - Mad Bomber Fireworks Productions, Inc. IL License # IL06-O-00029  
Address: 411 Windermere Way  
Town: Lake in the Hills, IL 60156-5803

*The applicant hereby certifies to the correctness of all submitted information and agrees to perform the above activity in strict compliance of the Bartlett Fire Protection District Fire Prevention Code, NFPA Standards and Local Ordinances.*

*It is necessary to call for all inspections, including final inspection. Call the Fire Prevention Bureau at (630)837-3701. Inspections must be arranged by the applicant with the Fire Prevention Bureau 48 hours prior to the day the inspection is desired. When scheduling inspections, refer to the lot number if available, the address and the business name.*

*Proof of a current operators license issued by the Office of the Illinois State Fire Marshal has been provided along with Proof of Insurance, notification of Registered Assistants and a site plan. On site storage of fireworks shall be secured and supervised following ATF requirements and other applicable codes and standards. Provide an updated Illinois OSFM Pyrotechnic Operator License for the lead operator prior to the date of the display.*

Approved:

Mike Heimbecker  
Fire Marshal

**Applicant Copy**







## Agenda Item Executive Summary

Item Name      II Rt. 59 & Stearns Rd. Intersection Improvements      Committee or Board      Board

### BUDGET IMPACT

Amount:      \$40,250.00      Budgeted      100,000.00

List what fund      Developer Deposits

### EXECUTIVE SUMMARY

As you are aware, we are working with IDOT on the intersection improvements at IL Rt 59 and Stearns Rd. The improvements include work that the Village is responsible to pay for: emergency vehicle pre-emption, and new sidewalk. An agreement between the Village and IDOT for the IL Rt 59 and Stearns Rd. intersection improvements is required for this work to be included. Attached is the intergovernmental agreement between the Village and IDOT. We recommend that the Village Board approve the IGA with IDOT.

### ATTACHMENTS (PLEASE LIST)

- Memo
- Resolution
- IDOT IGA w/ Exhibit A

### ACTION REQUESTED

For Discussion Only \_\_\_\_

Resolution \_\_X\_\_

Ordinance \_\_\_\_

Motion: I move the Village Board approve Resolution 2016 - \_\_\_\_\_, a resolution approving the intergovernmental agreement between the Village of Bartlett and the State of Illinois Department of Transportation.

Staff:      Dan Dinges

Date:      9/12/16

# Memo

DATE: September 12, 2016

TO: Valerie Salmons  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: IL Rt. 59 & Stearns Rd. Intersection Improvements

As you are aware, we are working with IDOT on the intersection improvements at IL Rt 59 and Stearns Rd. The improvements include work that the Village is responsible to pay for: emergency vehicle pre-emption, and new sidewalk. An agreement between the Village and IDOT for the IL Rt 59 and Stearns Rd. intersection improvements is required for this work to be included.

Attached is the intergovernmental agreement between the Village and IDOT.

We recommend that the Village Board approve the IGA with IDOT.



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

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE VILLAGE OF BARTLETT  
AND  
THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION**

---

**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 is for proposed improvements that the Village is responsible for paying including emergency pre-emption equipment and sidewalks with a total sum of \$42,250.00.

**SECTION TWO:** The Agreement dated September 20, 2016, between the State of Illinois and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

**SECTION SIX: EFFECTIVE DATE.** This Resolution shall be in full force

and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 20, 2016

APPROVED: September 20, 2016

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

ATTEST:

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

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2016 - \_\_\_\_\_ enacted on September 20, 2016, and approved on September 20, 2016, as the same appears from the official records of the Village of Bartlett.

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

FAP Route 388  
State Section: (110R-1)N  
County: DuPage  
Job No. : C-91-365-15  
Contract No.: 62A99  
JN-117-001

## AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 A.D.,  
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT  
OF TRANSPORTATION hereinafter called the STATE, and the VILLAGE OF  
BARTLETT of the State of Illinois, hereinafter called the VILLAGE.

## WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure safety  
to the motoring public, is desirous of improving approximately 3,962 feet of Illinois  
Route 59, FAP Route 338, STATE Section: (110R-1)N, STATE Job No.:  
C-91-365-15, State Contract Number 62A99, within the Village of Bartlett and County  
of DuPage by improving the intersection as follows:

The proposed improvement includes providing dual turn lanes on all approaches  
and right turn lanes on the eastbound, westbound and southbound approaches,  
providing shared used path, new sidewalk, traffic signal modernization along with  
Emergency Vehicle Preemption equipment on IL Route 59 at Stearns Road. An  
oversized storm sewer detention system providing storm water storage will be install  
on the NE corner of the IL Rte 59 and Stearns Road and by performing all other

work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by the VILLAGE, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.
4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit B" and made a part hereof.

5. The VILLAGE further agrees that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-articipating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.
  
6. The VILLAGE further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.
  
7. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
  
8. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as "Exhibit C", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.

9. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Illinois Route 59 without the consent of the STATE.
10. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
11. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
12. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
13. The VILLAGE agrees to obtain from the STATE an approved permit for any VILLAGE owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
14. Upon final field inspection of the improvement and so long as Illinois Route 59 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those



traffic lanes and turn lanes. The STATE further agrees to maintain or caused to be maintained the oversized storm sewer detention system located in the northeast quadrant of the Illinois Route 59 and Stearns Road intersection.

15. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including new and existing sidewalks and shared use path, parkways, crosswalk and stopline markings, VILLAGE owned utilities including appurtenances thereto.
  
16. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Illinois Route 59. Drainage facilities, other than the oversized storm sewer detention system located in the northeast quadrant of the Illinois Route 59 and Stearns Road intersection, located at the aforementioned side roads within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.
  
17. The VILLAGE agrees to assume responsibility for the administration, control, reconstruction and maintenance of the new and existing sidewalks and shared use path. The VILLAGE further agrees to indemnify and hold harmless the State, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the

construction and/or operation of the new and existing sidewalk and shared used path.

If in the Future , the STATE adopts a roadway or traffic signal improvement on Illinois Route 59 which requires modification, relocation or reconstruction to said new sidewalk and the shared used path then the VILLAGE hereby agrees to be financially responsible for its proportionate share of costs to modify, relocate or reconstruct said new sidewalk in conjunction with the STATE's proposed improvement.

18. Upon acceptance by the STATE of the traffic signal work included herein, the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signal(s) shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Illinois Route 59 @ Stearns Street		
STATE Share	( 100 )%	( 100 )%
VILLAGE Share	( 0 )%	( 0 )%

19. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.

20. The STATE retains the right to control the sequence and timing of the traffic signals.

21. Payment by the STATE of any or all of its share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.
22. The parties hereto agree that the traffic signal maintenance and energy provisions of this Agreement shall remain in effect for a period of twenty (20) years from the date of its execution or so long as the traffic signals covered by the terms of this Agreement or any amendment hereto remain in place either in their current or some modified configuration, whichever, is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.
23. The STATE's Electrical Maintenance Contractor shall maintain the "Emergency Vehicle Pre-Emption System" equipment, located at the traffic signal modernization to be maintained by the STATE. The STATE's Electrical Maintenance Contractor shall invoice the VILLAGE for the maintenance costs related to the maintenance of the "Emergency Vehicle Pre-Emption System" equipment.
24. The VILLAGE shall maintain the emitters and associated appurtenances at its own expense. The emitters shall be maintained and tested by the VILLAGE in accordance with the recommendations of the manufacturer.
25. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals then the VILLAGE

agrees to be financially responsible for its share of the traffic signals and all costs to relocate or reconstruct the emergency vehicle pre-emption equipment in conjunction with the STATE's proposed improvement.

26. The VILLAGE agrees that in the event any work is performed by other than VILLAGE forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.

27. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005784 and it is doing business as GOVERNMENTAL ENTITY, whose mailing address is

Village of Bartlett  
228 South Main Street  
Bartlett, IL 60103-4495

Obligations of the STATE and the VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF BARLETT

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print or Type)

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

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

Attest:

\_\_\_\_\_

Clerk

(SEAL)

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
John Fortmann, P.E.  
Region One Engineer

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

PLAN APPROVAL

WHEREAS, the VILLAGE OF BARTLETT in order to facilitate the improvement of Illinois Route 59 known as FAP Route 338, State Section: (110R-1)N the VILLAGE, agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**EXHIBIT A**  
**ESTIMATE OF COST Contract 62A99**

Type of Work	FEDERAL		STATE		VILLAGE OF BARTLETT		COUNTY OF DUPAGE		TOTAL
	\$	%	\$	%		%		%	
All roadway work excluding the following:	2,720,000.00	80%	680,000.00	20%		N/A%		N/A%	3,400,000.00
P&C Engineering (15%)	408,000.00	80%	102,000.00	20%		N/A%		N/A%	510,000.00
<b>TRAFFIC SIGNALS</b>									
Il Rte 59 at Stearns Rd.	320,000.00	80%	40,000.00	10%		N/A%	40,000.00	10%	400,000.00
P&C Engineering (15%)	48,000.00	80%	6,000.00	10%		N/A%	6,000.00	10%	60,000.00
Emergency Vehicle Pre-emption		N/A%		N/A%	\$ 7,000	100%		N/A%	7,000.00
P&C Engineering (15%)		N/A%		N/A%	\$ 1,050	100%		N/A%	1,050.00
<b>OTHER WORK</b>									
New Sidewalk (Il Rte 59)	112,000.00	80%			\$ 28,000.00	20%			140,000.00
P&C ENGINEERING (15%)	16,800.00	80%			\$ 4,200.00	20%			21,000.00
<b>TOTAL</b>	<b>\$3,624,800.00</b>		<b>\$828,000.00</b>		<b>\$40,250.00</b>		<b>\$46,000.00</b>		<b>\$4,539,050.00</b>

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.

"Exhibit B"  
FUNDING RESOLUTION

WHEREAS, the VILLAGE OF BARTLETT has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of ILLINOIS ROUTE 59 , known as State Section: (11or-1)N and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of FORTY THOUSAND AND TWO HUNDRED AND FIFTY dollars (\$40,250) or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation in a lump sum, upon completion of the project based on final costs.

BE IT FURTHER RESOLVED, that the VILLAGE agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS    )  
COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, VILLAGE Clerk in and for the VILLAGE OF BARTLETT hereby  
certify the foregoing to be a true perfect and complete copy of the resolution adopted by the  
VILLAGE at a meeting on \_\_\_\_\_, 2016 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016 A.D.

\_\_\_\_\_

Village Clerk

(SEAL)

**ORDINANCE 2016-36**

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 11-1300,  
SECTION 6-11-1303.1: OF THE BARTLETT MUNICIPAL CODE TO PROHIBIT  
PARKING ALONG ILLINOIS ROUTE 59 AND ROUTE 20 (LAKE STREET)**

---

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

**SECTION ONE:** That Title 6, Chapter 11-1300, Section 6-11-1303.1: Schedule V, No Parking Zones: A. Streets Designated:, is amended to delete and repeal the following listed Schedule V., no parking zones therefrom:

“ILLINOIS ROUTE 59 (STEARNS ROAD) within 350 feet of the intersection of the center lines of Illinois 59 and Stearns Road”; and

“ROUTE 20 (LAKE STREET) from North Bartlett Road to North Oak Street both inclusive”; and

“ROUTE 59 (SUTTON ROAD) from Stearns Road to West Bartlett Road, both inclusive.”

**SECTION TWO:** That Title 6, Chapter 11-1300, Section 6-11-1303.1: SCHEDULE V, NO PARKING ZONES: A. Streets Designated:, is amended to add the following streets, to the extent said streets lie within the corporate limits of the Village of Bartlett, upon which it shall be unlawful to park any vehicle at any time:

“ILLINOIS ROUTE 59 (INGALTON AVENUE) AND ILLINOIS ROUTE 59 (SUTTON ROAD) from 500 feet south of Army Trail Road to 450 feet north of Red Oak Drive”; and

“ROUTE 20 (WEST LAKE STREET) AND ROUTE 20 (EAST LAKE STREET) from 650 feet east of Lambert Drive to 400 feet east of Park Boulevard.”

**SECTION THREE: SEVERABILITY.** The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be

held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

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

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

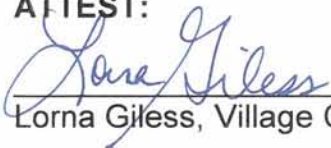
**ROLL CALL VOTE:**

**AYES:** Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke  
**NAYS:** None  
**ABSENT:** None  
**PASSED:** April 19, 2016  
**APPROVED:** April 19, 2016



Kevin Wallace, Village President

**ATTEST:**



Lorna Giles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2016-36 enacted on April 19, 2016, and approved on April 19, 2016, as the same appears from the official records of the Village of Bartlett.



Lorna Giles, Village Clerk





## Agenda Item Executive Summary

Item Name      AT&T License Agreement Amendment No. 1 at      Committee  
                  Kent Circle Water Tower                              or Board      Board

### BUDGET IMPACT

Amount:	NA (+\$3,083/month)	Budgeted	NA
List what fund	Water Fund		

### EXECUTIVE SUMMARY

AT&T has approached the Village to amend their license agreement with the Village. We currently have a license agreement with AT&T that expires on September 30, 2018.

The amendment includes a new monthly license fee of \$3,083.00 (current fee is \$2,350) for the first five year term. The amendment includes four additional five year terms for a total of 25 years.

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

### ATTACHMENTS (PLEASE LIST)

- Memo
- Amendment No. 1
- Resolution

### ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_X\_\_\_

Ordinance \_\_\_\_\_

Motion: I MOVE TO APPROVE RESOLUTION 2016-\_\_\_\_, A RESOLUTION APPROVING AMENDMENT NO. 1 OF THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR BY MERGER TO SOUTHWESTERN BELL MOBILE SYSTEMS, INC., D/B/A CELLULAR ONE-CHICAGO, A CORPORATION INCORPORATED IN THE STATE OF DELAWARE AND THE COMMONWEALTH OF VIRGINIA.

Staff:              Dan Dinges

Date:                9/13/16



# PUBLIC WORKS MEMO



DATE: September 13, 2016

TO: Valerie Salmons  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: AT&T License Agreement Amendment No. 1 at Kent Circle Water Tower

AT&T has approached the Village to amend their license agreement with the Village. We currently have a license agreement with AT&T that expires on September 30, 2018.

The current monthly license fee is \$2,350. The amendment includes a new monthly license fee of \$3,083.00 for the first five year term. The amendment includes four additional five year terms for a total of 25 years.

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

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

**A RESOLUTION APPROVING OF THE FIRST AMENDMENT TO  
THE NON-EXCLUSIVE LICENSE AGREEMENT #479 BETWEEN THE  
VILLAGE OF BARTLETT AND NEW CINGULAR WIRELESS PCS, LLC**

---

**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 First Amendment to the Non-Exclusive License Agreement #479 dated as of \_\_\_\_\_, 2019, between the Village of Bartlett and New Cingular Wireless PCS, LLC (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to the approval of any final revisions by the Village Attorney.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

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

CERTIFICATION

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

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

Market: WISIL  
Cell Site Number: IL0479  
Cell Site Name: Bartlett South  
Fixed Asset Number:10009583

## FIRST AMENDMENT TO THE NON-EXCLUSIVE LICENSE AGREEMENT #479

THIS FIRST AMENDMENT TO the Non-Exclusive License Agreement #479 AGREEMENT (“**First Amendment**”), dated as of the latter of the signature dates below, is by and between the Village of Bartlett, an Illinois home rule municipal corporation, having a mailing address of 228 South Main Street, Bartlett, IL 60103 (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to Cellular One-Chicago, a corporation incorporated in the State of Delaware and the Commonwealth of Virginia, having a mailing address of Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324 (“**Licensee**”).

WHEREAS, Licensor and Licensee entered into the Non-Exclusive License Agreement #479 dated May 19<sup>th</sup>, 1998, whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 818 Kent Circle, Bartlett, IL 60103 (“**Agreement**”); and

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

WHEREAS, Licensor and Licensee desire to amend the Agreement to permit Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

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

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

1. **Rent.** Commencing on the first day of the month following the date that Licensee commences construction of the modifications set forth in this Amendment, Rent shall be increased to Three Thousand Eighty-Three and No/100 Dollars (\$3,083.00) per month, subject to further adjustments as provided in the Agreement.

2. **Extension of Term.** In addition to the Extension Terms presently set forth in the Agreement, the parties hereby agree to add two (2) additional Extension Terms of five (5) years each. Accordingly, at the end of the final Extension Term presently set forth in the Agreement, the Term will automatically renew for two (2) separate consecutive additional periods of five (5) years each

(each being defined as an Extension Term) upon the same terms and conditions of the Agreement, unless Licensee notifies Licensor in writing of Licensee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing Term.

3. **Modification of Rent Escalation.** At the commencement of each new five (5) year extension term, the rent shall automatically increase by fifteen percent (15%).

4. **Additional Antennas.** In addition to the other antennas permitted in the Agreement, Licensor consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit 1. Licensor's execution of this Amendment will signify Licensor's approval of Exhibit 1.

5. **Notices.** Section 29(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

**NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

**If to Licensee:** New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: IL0479; Cell Site Name: Bartlett South  
Fixed Asset No: 10009583  
575 Morosgo Dr. NE  
13-F West Tower  
Atlanta, GA 30324

**With copy to:**  
  
New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: IL0479; Cell Site Name: Bartlett South  
Fixed Asset No: 10009583  
208 S. Akard Street  
Dallas, Texas, 75202-4206

**With copy to:**  
  
AT&T Mobility  
Attn: Sr. Manager Real Estate and Construction – C83  
Re: Cell Site #: IL0479; Cell Site Name: Bartlett South  
Fixed Asset No: 10009583  
8372 E. Broad Street  
Floor 2 – South  
Reynoldsburg, OH 43068

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Licensor:           Village of Bartlett  
                                  228 South Main Street  
                                  Bartlett, IL 60103  
                                  ATTN: Village Administrator

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

**6. Governmental Mandates.** In the future, without the payment of additional rent and at a location mutually acceptable to Licensor and Licensee, Licensor agrees that Licensee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

7. Tower Repainting. Licensee acknowledges and agrees that the Licensor has notified it that the Licensor intends to sandblast and repaint the Tower in 2016, and that the erection of a curtain, sandblasting, and repainting of the Tower (the "Repainting Work") will take approximately ninety (90) days to complete from start to finish, weather permitting, provided the Repainting Work is commenced in the summer of 2016. To perform the Repainting Work or any future repainting of the Tower, however, all of the then current licensees that have a license to maintain antennas on the Tower would be required to relocate their respective antennas and communications equipment (including Licensee's additional and associated cables and equipment described on Exhibit 1) from the Tower to a temporary tower on the Kent Circle Water Tower Property, at no expense to the Licensor. Accordingly, notwithstanding any other provisions in the Agreement to the contrary, Licensee, at its expense, shall erect a temporary direct-bury monopole, ballast tower, or similar installation at a mutually agreed upon location on the Kent Circle Water Tower Property (the "Temporary Tower") within sixty (60) days of receipt of written notice from the Licensor of its intent to repaint the Tower and directing the Licensee to remove its antennas and communications equipment from the Tower.

Licensee shall agree to cooperate with and make the Temporary Tower available to the two other licensees currently located on the Tower, specifically SprintCom, Inc. ("Sprint") and T-Mobile Central, LLC, successor to or assignee from Cook Inlet/Voice Stream Operating Company, LLC ("T-Mobile") and any future licensees on the tower, and shall enter a shared use and collocation agreement with each of them for the Temporary Tower regarding the cost allocation between the three licensees, the location and height at which each of the licensees shall relocate and mount their respective existing antennas and communications equipment (including Licensee's additional antennas, associated cables and equipment described on Exhibit 1) from the Tower to the Temporary Tower. Each licensee shall be responsible to install the necessary cables and conduits to run between their respective existing ground equipment shelters on the Kent Circle Water Tower Property to the Temporary Tower.



Within sixty (60) days after notice from the Village of completion of the Repainting Work, the Licensee may remount and reconnect the antennas that were temporarily removed from the Tower (including the new antennas and communications equipment described on Exhibit 1), to its same location on the Tower existing prior to being relocated to the Temporary Tower. During the time of such temporary relocation, the monthly licensee fee due from the Licensee to the Licensor hereunder shall be reduced to one-half (1/2) of the then due rent/license fee (e.g., \$3,083 x .50 = \$1,541.50/month).

In connection with the 2016 Repainting Work, the Village publicly bid the project and required each bidder to submit alternate pricing to mask and cover all antennas and telecommunications equipment on the Tower and to paint around said masked and covered antennas and equipment (the "Masking Alternate") in lieu of the base bid work which would have required, at the expense of each of the licensees on the Tower, that all existing antennas and equipment be removed from the Tower prior to performing the Repainting Work and the erection of a temporary tower and the relocation of the antennas and equipment on the tower to the temporary tower while the Repainting Work is performed, and then remount it back on the Tower after the Repainting Work is completed. The additional cost for the Masking Alternate for the 2016 Repainting Work was \$78,129.99 over the base bid work, and each of the Licensee, Sprint and T-Mobile have agreed to split the additional cost thereof 1/3 each. Accordingly, the Village has awarded the 2016 Repainting Work to the lowest responsible bidder therefor, including the Masking Alternate, and the Licensee shall reimburse the Licensor the sum of \$26,043.33 within 30 days of receipt of an invoice for its share of the additional cost of the Masking Alternate.

The Licensor agrees that after the water tower is repainted in the fall of 2016 or the spring of 2017, it will not again repaint it more than once every ten (10) years during the Term or any Extension Term

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

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

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

**“LICENSOR”**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**“LICENSEE”**

New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**

LICENSEE ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

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

My Commission Expires: \_\_\_\_\_

LICENSOR ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

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

My Commission Expires: \_\_\_\_\_

## EXHIBIT 1

See attached exhibits comprised of 11 pages, last revision date 10/14/2015, prepared by LETS America, Inc..

**Notes:**

2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.



THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



**PROJECT INFORMATION**

SITE NAME: BARTLETT SOUTH  
 COUNTY: DUPAGE  
 JURISDICTION: BARTLETT, IL  
 ADDRESS: 818 KENT CIRCLE  
 BARTLETT, IL 60103

SITE NUMBER: ILU0479  
 FA NUMBER: 10009583  
 PTN NUMBER: 3301793727  
 PACE NUMBER: MRCHI016844  
 USID: 53349

LATITUDE: 41° 58' 35.3208" N (NAD '83)  
 LONGITUDE: 88° 11' 42.2406" W (NAD '83)  
 ELEVATION: 824' AMSL (NAVD '88)

TOWER OWNER: VILLAGE OF BARTLETT  
 228 S. MAIN STREET, BARTLETT, IL 60103

GROUND OWNER: VALERIE SALMONS, VILLAGE ADMINISTRATOR  
 PHONE: (630) 837-0800

LANDLORD CONTACT: DAN DINGES, DIRECTOR OF PUBLIC WORKS  
 EMAIL: DDINGES@VBARTLETT.ORG

APPLICANT: AT&T MOBILITY  
 930 NATIONAL PARKWAY, 4TH FLOOR  
 SCHAUMBURG, IL 60173

AT&T PROJECT MANAGER: DONCO KOCESKI  
 EMAIL: DK1012@ATT.COM

AT&T CONSTRUCTION MANAGER: CHRISTOPHER SCHLAX  
 EMAIL: CS670S@ATT.COM

**PROJECT CONSULTANTS**

PROJECT MANAGEMENT: SAC WIRELESS  
 540 W. MADISON ST. 17TH FLOOR  
 CHICAGO, IL 60661  
 CONTACT: ZACK STEVENSON  
 EMAIL: ZACK.STEVENSON@SACW.COM

SITE ACQUISITION ZONING: SAC WIRELESS  
 540 W. MADISON ST. 17TH FLOOR  
 CHICAGO, IL 60661  
 CONTACT: LENNON JONES  
 EMAIL: LENNON.JONES@SACW.COM

ENGINEER ON RECORD: LETS AMERICA, INC.  
 112 S. KYRENE RD  
 CHANDLER, AZ 85226  
 PHONE: (480) 961-9151  
 EMAIL: INFO@LETSINC.COM

CONSTRUCTION: SAC WIRELESS  
 1501 E. WOODFIELD RD  
 SCHAUMBURG, IL 60173  
 CONTACT: SUJAL SHAH  
 EMAIL: SUJAL.SHAH@SACW.COM

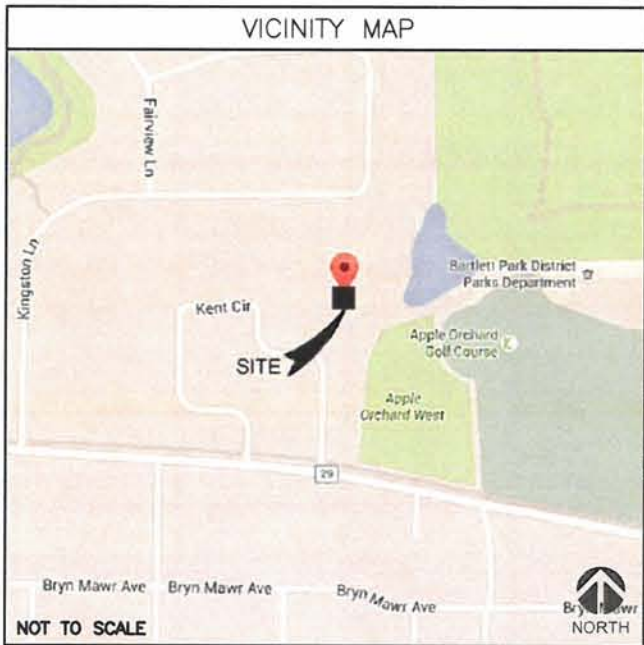


PROJECT: 3C  
 SITE #: ILU0479  
 FA #: 10009583  
 PTN #: 3301793727  
 PACE #: MRCHI016844  
 SITE NAME: BARTLETT SOUTH  
 ADDRESS: 818 KENT CIRCLE  
 BARTLETT, IL 60103

**SCOPE OF WORK**

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

- REMOVE (3) EXISTING AT&T PANEL ANTENNAS
- INSTALL (3) NEW AT&T 3C PANEL ANTENNAS
- INSTALL (3) NEW AT&T 3C RRUS
- INSTALL (1) NEW AT&T DC TRUNK LINE
- INSTALL (1) NEW AT&T DC6 DISTRIBUTION BOX (SQUID)
- INSTALL (3) NEW AT&T 25A DC CIRCUIT BREAKERS
- INSTALL (1) NEW AT&T DUS 41 CARD
- INSTALL (1) NEW AT&T XMU R503



**DIRECTIONS**

DIRECTIONS FROM: O'HARE INTERNATIONAL AIRPORT, CHICAGO, IL

1. HEAD SOUTHWEST ON I-190 W
2. TAKE THE EXIT TOWARD BESSIE COLEMAN DR
3. TURN RIGHT ONTO BESSIE COLEMAN DR
4. TAKE THE INTERSTATE 190 RAMP TO INTERSTATE 90 & MERGE ONTO I-190 E
5. TAKE EXIT 1D TOWARD I-294 S & MERGE ONTO I-294 S
6. TAKE THE EXIT ONTO I-290 W
7. TAKE THE EXIT 5 EXIT & MERGE ONTO ILLINOIS RTE 390
8. TURN LEFT ONTO US-20 E
9. TURN RIGHT ONTO GREENBROOK BLVD
10. CONTINUE ONTO E STEARNS RD
11. TURN RIGHT ONTO KENT CIR

ARRIVE AT: 818 KENT CIRCLE, BARTLETT, IL 60103

811 Know what's below. Call before you dig.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN ILLINOIS, CALL ILLINOIS ONE CALL TOLL FREE: 1-800-892-0123 OR www.illinois1call.com

ILLINOIS STATUTE REQUIRES MIN OF 2 WORKING DAYS NOTICE BEFORE YOU EXCAVATE

**DRAWING INDEX**

T-1	TITLE SHEET
SP-1	NOTES & SPECIFICATIONS
A-1	COMPOUND PLAN & SITE PHOTOS
A-2	EQUIPMENT PLAN
A-3	EXISTING & NEW TOWER ELEVATION
A-4	EXISTING & NEW ANTENNA PLAN
A-5	CABLE NOTES & COLOR CODING
A-6	ANTENNA, RRUS & MOUNTING DETAILS
A-7	NEW ANTENNA & CABLE CONFIGURATION
E-1	UTILITY PLAN
G-1	GROUNDING DETAILS

**CODE COMPLIANCE**

- 2012 INTERNATIONAL BUILDING CODE
- 2012 INTERNATIONAL FIRE CODE
- 2012 INTERNATIONAL MECHANICAL CODE
- 2012 INTERNATIONAL FUEL GAS CODE
- 2011 NATIONAL ELECTRIC CODE
- 2014 ILLINOIS STATE PLUMBING CODE

**REFERENCE MATERIALS**

- THESE DRAWINGS ARE BASED ON AT&T SCOPING DOCUMENT DATED 08/12/2015

**SPECIAL NOTES**

1. ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT AT&T CONSTRUCTION INSTALLATION GUIDE.
2. EXISTING CONDITIONS WILL BE CHANGED & VERIFIED IN FIELD. IF SIGNIFICANT DEVIATIONS OR DETERIORATION ARE ENCOUNTERED AT THE TIME OF CONSTRUCTION, A REPAIR PERMIT WILL BE OBTAINED & CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
3. THESE DRAWINGS ARE FULL SIZE & SCALEABLE ON 11"x17" SHEET SIZE.
4. SCOPE OF WORK DOES NOT INVOLVE MODIFICATIONS TO EXTERIOR ENVELOPE OF BUILDING, HVAC SYSTEMS OR ELECTRICAL LIGHTING.

**DO NOT SCALE DRAWINGS**

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT OR ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

CARRIER:

930 NATIONAL PARKWAY, 4TH FLOOR  
 SCHAUMBURG, IL 60173

PLAN PREPARED FOR:

540 W. MADISON ST.  
 17TH FLOOR  
 CHICAGO, IL 60661  
 www.sacw.com  
 312.895.4977

PLAN PREPARED BY:

LETS America, Inc.  
 112 S. KYRENE RD, STE 1  
 CHANDLER, AZ 85226  
 ARIZONA: 480-961-9151  
 LETS PROJ. #: LETS-AT-IL-032

**REVISIONS**

REV.	DATE	DESCRIPTION	INITIALS
A	09/28/15	90% CD'S	GD
B	10/12/15	95% CD'S	GD
D	10/14/15	FOR CONSTRUCTION	GD

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS

3C  
 10009583  
 BARTLETT SOUTH  
 818 KENT CIRCLE  
 BARTLETT, IL 60103

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T-1



THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

**GENERAL CONSTRUCTION**

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:

CONTRACTOR/CM - SAC WIRELESS  
SUB-CONTRACTOR - TBD  
OWNER - AT&T WIRELESS

2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND AT&T PROJECT SPECIFICATIONS.
3. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFIRM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
12. ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.
13. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
14. WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADED LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
15. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
16. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
17. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
18. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
19. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
20. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
21. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A OR 2-A-10-B-C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
22. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.
23. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
24. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
25. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.
26. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUNDING. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
27. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.
28. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
29. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
30. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.

31. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.
32. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED).
33. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS.
34. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.
35. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST REVISION AT&T MOBILITY GROUNDING STANDARD "TECHNICAL SPECIFICATION FOR CONSTRUCTION OF GSM/GPRS WIRELESS SITES" AND "TECHNICAL SPECIFICATION FOR FACILITY GROUNDING". IN CASE OF A CONFLICT BETWEEN THE CONSTRUCTION SPECIFICATION AND THE DRAWINGS, THE DRAWINGS SHALL GOVERN.
36. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
37. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
38. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
39. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.

**ANTENNA MOUNTING**

40. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA-222 OR APPLICABLE LOCAL CODES.
41. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.
42. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
43. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
44. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
45. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
46. ALL UNUSED PORTS ON ANY ANTENNAS SHALL BE TERMINATED WITH A 50-OHM LOAD TO ENSURE ANTENNAS PERFORM AS DESIGNED.
47. PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWNTILTS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA AZIMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN +/- 5% AS DEFINED BY THE RFDS. ANTENNA DOWNTILTS SHALL BE WITHIN +/- 0.5% AS DEFINED BY THE RFDS. REFER TO ND-00246.
48. JUMPERS FROM THE TMA'S MUST TERMINATE TO OPPOSITE POLARIZATION'S IN EACH SECTOR.
49. CONTRACTOR SHALL RECORD THE SERIAL #, SECTOR, AND POSITION OF EACH ACTUATOR INSTALLED AT THE ANTENNAS AND PROVIDE THE INFORMATION TO AT&T.
50. TMA'S SHALL BE MOUNTED ON PIPE DIRECTLY BEHIND ANTENNAS AS CLOSE TO ANTENNA AS FEASIBLE IN A VERTICAL POSITION.

**TORQUE REQUIREMENTS**

51. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.
52. ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.
  - A. RF CONNECTION BOTH SIDES OF THE CONNECTOR.
  - B. GROUNDING AND ANTENNA HARDWARE ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL.

**FIBER & POWER CABLE MOUNTING**

53. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY. WHEN INSTALLING FIBER OPTIC TRUNK CABLES INTO A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTO AN INTER DUCT AND A PARTITION BARRIER SHALL BE INSTALLED BETWEEN THE 600 VOLT CABLES AND THE INTER DUCT IN ORDER TO SEGREGATE CABLE TYPES. OPTIC FIBER TRUNK CABLES SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (60) SIXTY FEET AND SECURELY FASTENED TO THE CABLE TRAY SYSTEM. NFPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY.
54. THE TYPE TC-ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (6) SIX FEET. AN EXCEPTION; WHERE TYPE TC-ER CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO MAKE A TRANSITION BETWEEN CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY WHICH ARE SERVING UTILIZATION EQUIPMENT OR DEVICES, A DISTANCE (6) SIX FEET SHALL NOT BE EXCEEDED WITHOUT CONTINUOUS SUPPORTING. NFPA 70 (NEC) ARTICLES 336 AND 392 RULES SHALL APPLY.

**COAXIAL CABLE NOTES**

55. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NFPA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.
56. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.
57. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.
58. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION.
59. ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6'-0".
60. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'-0" OC.
61. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.
62. CONTRACTOR SHALL GROUND ALL EQUIPMENT, INCLUDING ANTENNAS, RET MOTORS, TMA'S, COAX CABLES, AND RET CONTROL CABLES AS A COMPLETE SYSTEM. GROUNDING SHALL BE EXECUTED BY QUALIFIED WIREMEN IN COMPLIANCE WITH MANUFACTURER'S SPECIFICATION AND RECOMMENDATION.

63. CONTRACTOR SHALL PROVIDE STRAIN-RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES, COAX CABLES, AND RET CONTROL CABLES. CABLE STRAIN-RELIEFS AND CABLE SUPPORTS SHALL BE APPROVED FOR THE PURPOSE. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
64. CONTRACTOR TO VERIFY THAT EXISTING COAX HANGERS ARE STACKABLE SNAP IN HANGERS. IF EXISTING HANGERS ARE NOT STACKABLE SNAP IN HANGERS THE CONTRACTOR SHALL REPLACE EXISTING HANGERS WITH NEW SNAP IN HANGERS IF APPLICABLE.

**GENERAL CABLE AND EQUIPMENT NOTES**


65. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA, TMA'S, DIPLEXERS, AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.
66. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S RECOMMENDATIONS.
67. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
68. ALL OUTDOOR RF CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFED, EXCEPT THE RET CONNECTORS, USING BUTYL TAPE AFTER INSTALLATION AND FINAL CONNECTIONS ARE MADE. BUTYL TAPE SHALL HAVE A MINIMUM OF ONE-HALF TAPE WIDTH OVERLAP ON EACH TURN AND EACH LAYER SHALL BE WRAPPED THREE TIMES. WEATHERPROOFING SHALL BE SMOOTH WITHOUT BUCKLING. BUTYL BLEEDING IS NOT ALLOWED.
69. IF REQUIRED TO PAINT ANTENNAS AND/OR COAX:
  - A. TEMPERATURE SHALL BE ABOVE 50° F.
  - B. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD.
  - C. FOR REGULATED TOWERS, FAA/FCC APPROVED PAINT IS REQUIRED.
  - D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS.
70. ALL CABLES SHALL BE GROUNDED WITH COAXIAL CABLE GROUND KITS. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS.
  - A. GROUNDING AT THE ANTENNA LEVEL.
  - B. GROUNDING AT MID LEVEL, TOWERS WHICH ARE OVER 200'-0", ADDITIONAL CABLE GROUNDING REQUIRED.
  - C. GROUNDING AT BASE OF TOWER PRIOR TO TURNING HORIZONTAL.
  - D. GROUNDING OUTSIDE THE EQUIPMENT SHELTER AT ENTRY PORT.
  - E. GROUNDING INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT.
71. ALL PROPOSED GROUND BAR DOWNLEADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4'-0" BELOW GROUND BAR. TERMINATIONS MAY BE EXOTHERMIC OR COMPRESSION.

CARRIER:



930 NATIONAL PARKWAY, 4TH FLOOR  
SCHUMBERG, IL 60173

PLAN PREPARED FOR:



540 W. MADISON ST.  
17TH FLOOR  
CHICAGO, IL 60601  
WWW.SACV.COM  
312.995.4977

PLAN PREPARED BY:



LETS America, Inc.  
112 S. KYRENE RD. STE. 1  
CHANDLER, AZ 85226  
ARIZONA: 480-961-9151  
LETS PROJ. #: LETS-ATT-IL-032

REV.	DATE	DESCRIPTION	INITIALS
A	09/28/15	90% CD'S	GD
B	10/12/15	95% CD'S	GD
D	10/14/15	FOR CONSTRUCTION	GD

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET



DAVID TAN  
10-19-15

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818 KENT CIRCLE  
BARTLETT, IL 60103

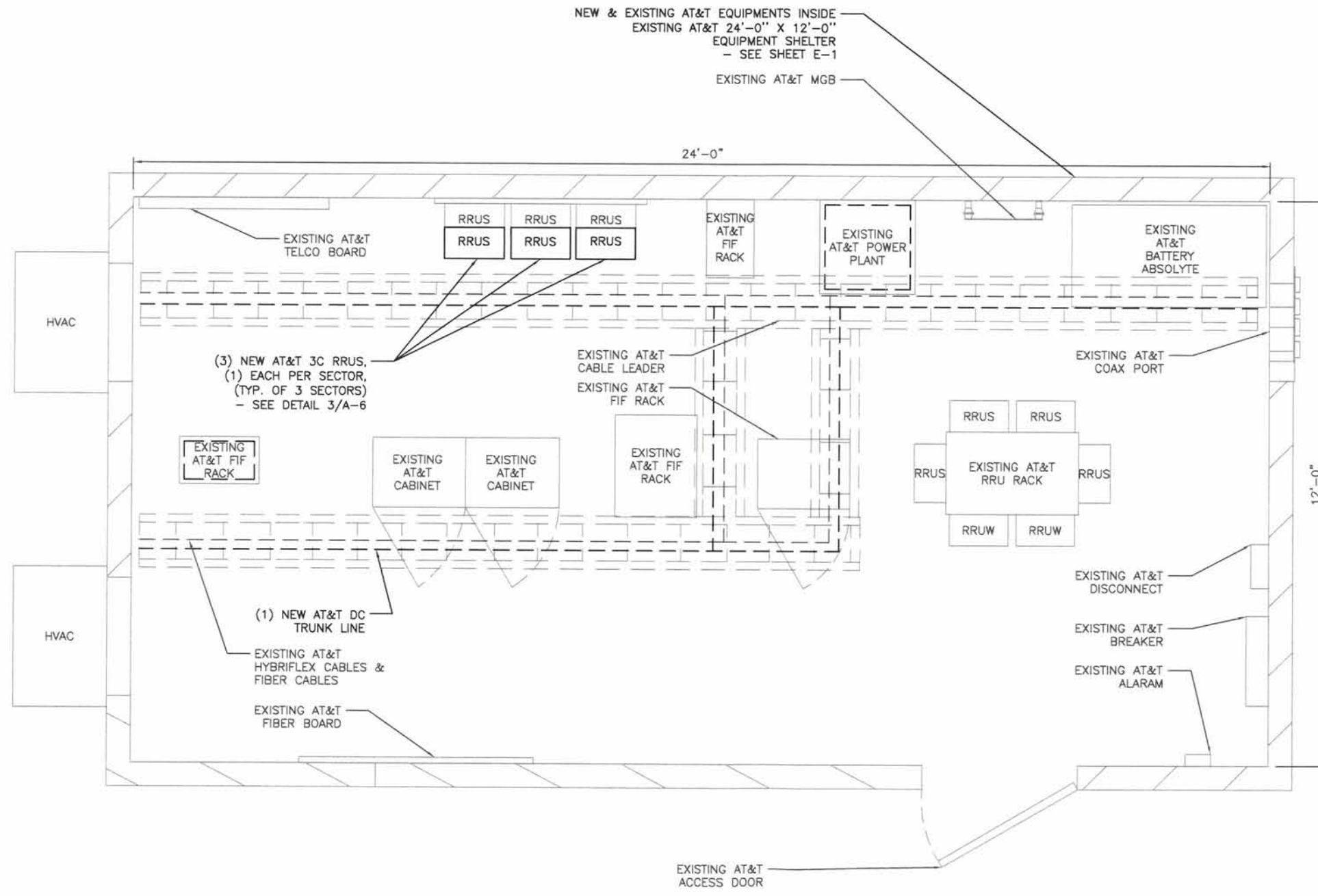
SHEET TITLE  
NOTES &  
SPECIFICATIONS

SHEET NUMBER  
SP-1





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**NOTES:**  
EXISTING EQUIPMENT TO BE UPGRADED AS NEEDED TO SUPPORT 3C EQUIPMENT BEING INSTALLED.

CARRIER:

930 NATIONAL PARKWAY, 4TH FLOOR  
SCHUMBERG, IL 60173

PLAN PREPARED FOR:

540 W. MADISON ST.  
17TH FLOOR  
CHICAGO, IL 60661  
www.sio.com  
312.895.4877  
A NOKIA COMPANY

PLAN PREPARED BY:

LETS America, Inc.  
112 S. KYRENE RD. STE. 1  
CHANDLER, AZ 85226  
ARIZONA: 480-961-9151  
LETS PROJ. #: LETS-AT-IL-032

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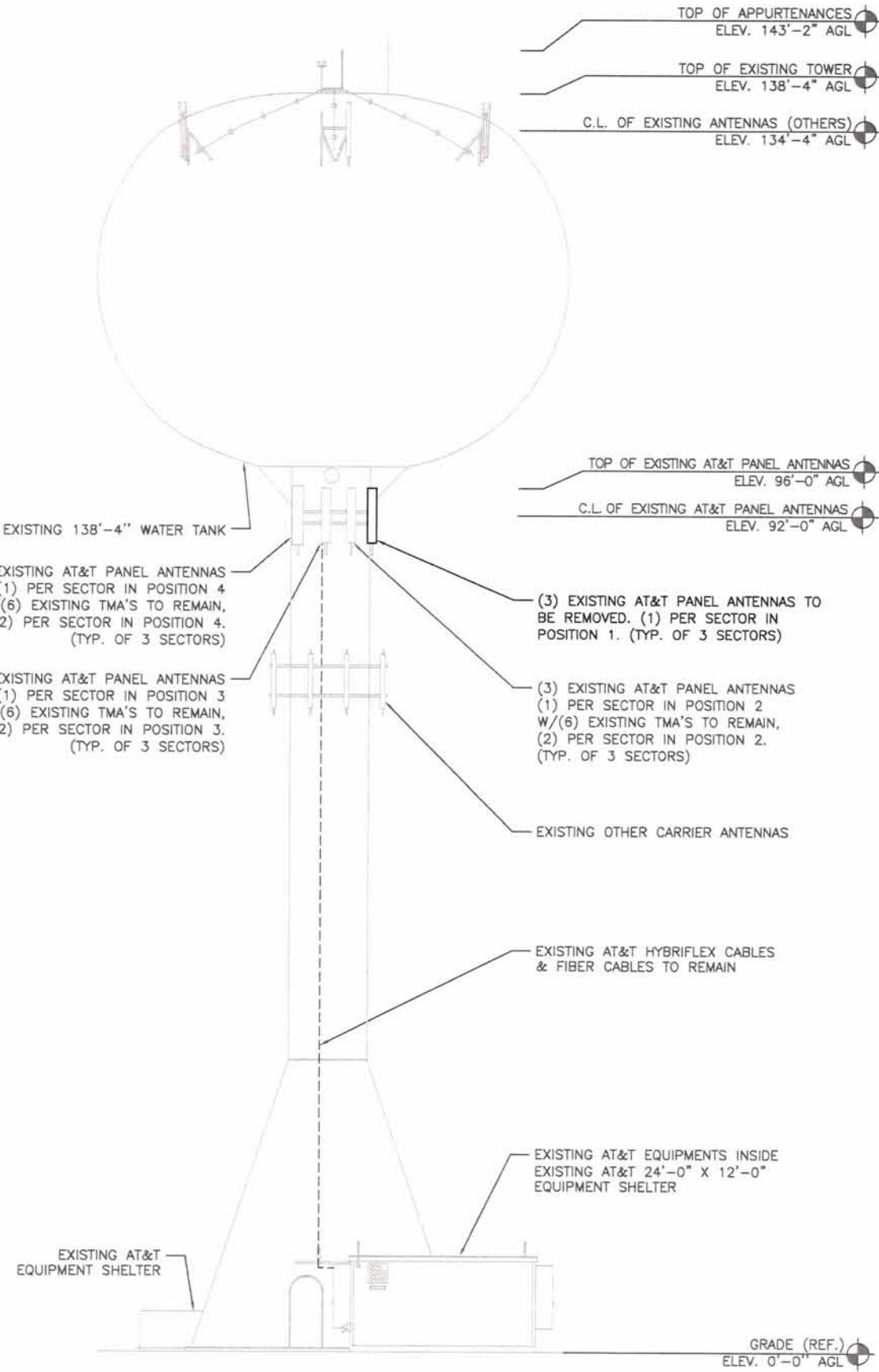
SHEET TITLE  
**EQUIPMENT PLAN**

SHEET NUMBER  
**A-2**





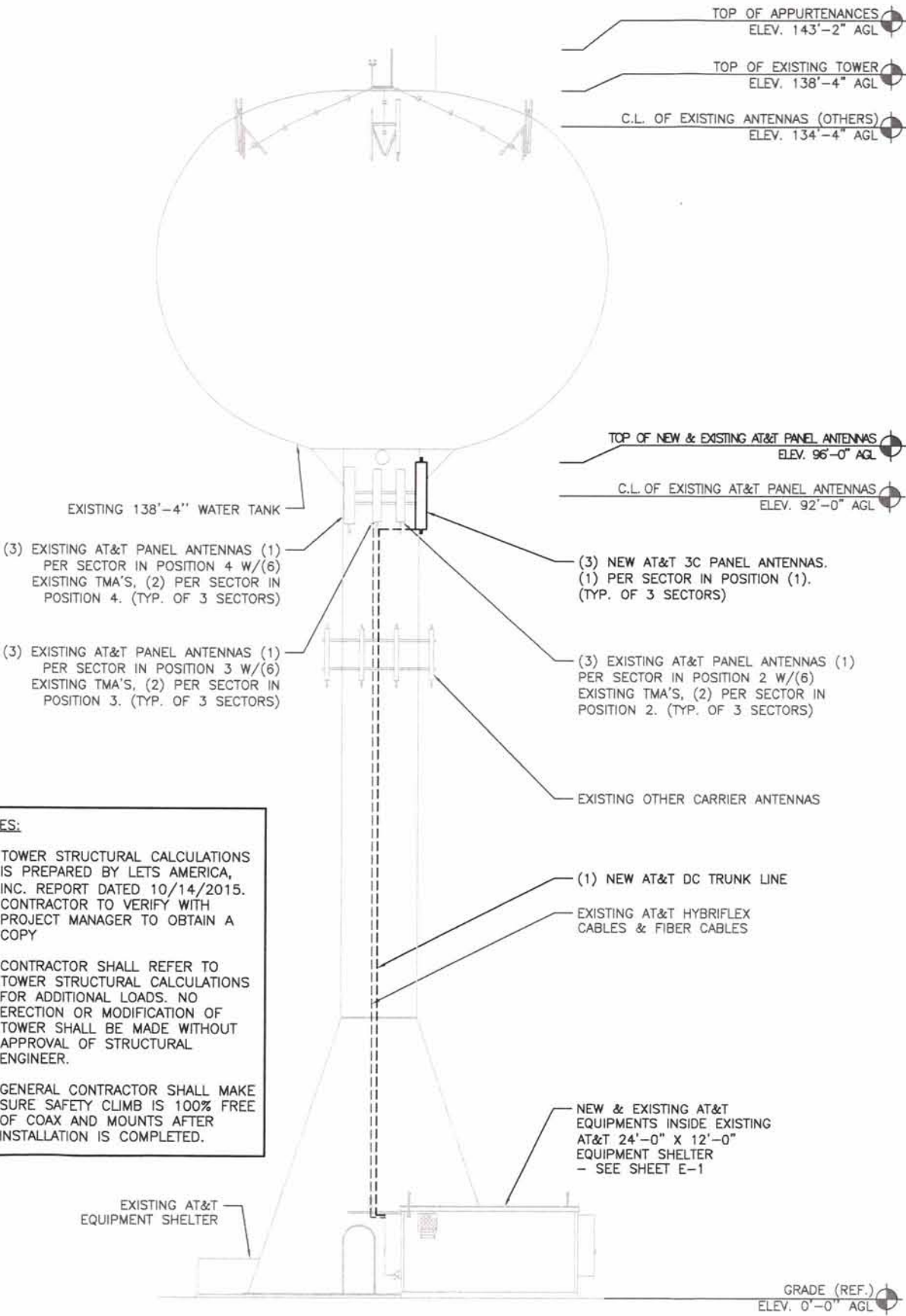
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EXISTING TOWER ELEVATION

0 2' 4' 8" SCALE: 1/8"=1'-0" (22x34)  
(OR) 1/16"=1'-0" (11x17)

2



NEW TOWER ELEVATION

0 2' 4' 8" SCALE: 1/8"=1'-0" (22x34)  
(OR) 1/16"=1'-0" (11x17)

1

**NOTES:**

- TOWER STRUCTURAL CALCULATIONS IS PREPARED BY LETS AMERICA, INC. REPORT DATED 10/14/2015. CONTRACTOR TO VERIFY WITH PROJECT MANAGER TO OBTAIN A COPY
- CONTRACTOR SHALL REFER TO TOWER STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.
- GENERAL CONTRACTOR SHALL MAKE SURE SAFETY CLIMB IS 100% FREE OF COAX AND MOUNTS AFTER INSTALLATION IS COMPLETED.

CARRIER:

930 NATIONAL PARKWAY, 4TH FLOOR  
SCHUMBERG, IL 60173

PLAN PREPARED FOR:

540 W. MADISON ST.  
17TH FLOOR  
CHICAGO, IL 60651  
www.soc.com  
312.895.4977  
A NOKIA COMPANY

PLAN PREPARED BY:

LETS America, Inc.  
112 S. KYRENE RD. STE. 1  
CHANDLER, AZ 85226  
ARIZONA: 480-961-9151  
LETS PROJ. #: LETS-ATT-IL-032

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10-15-15  
STATE OF ILLINOIS

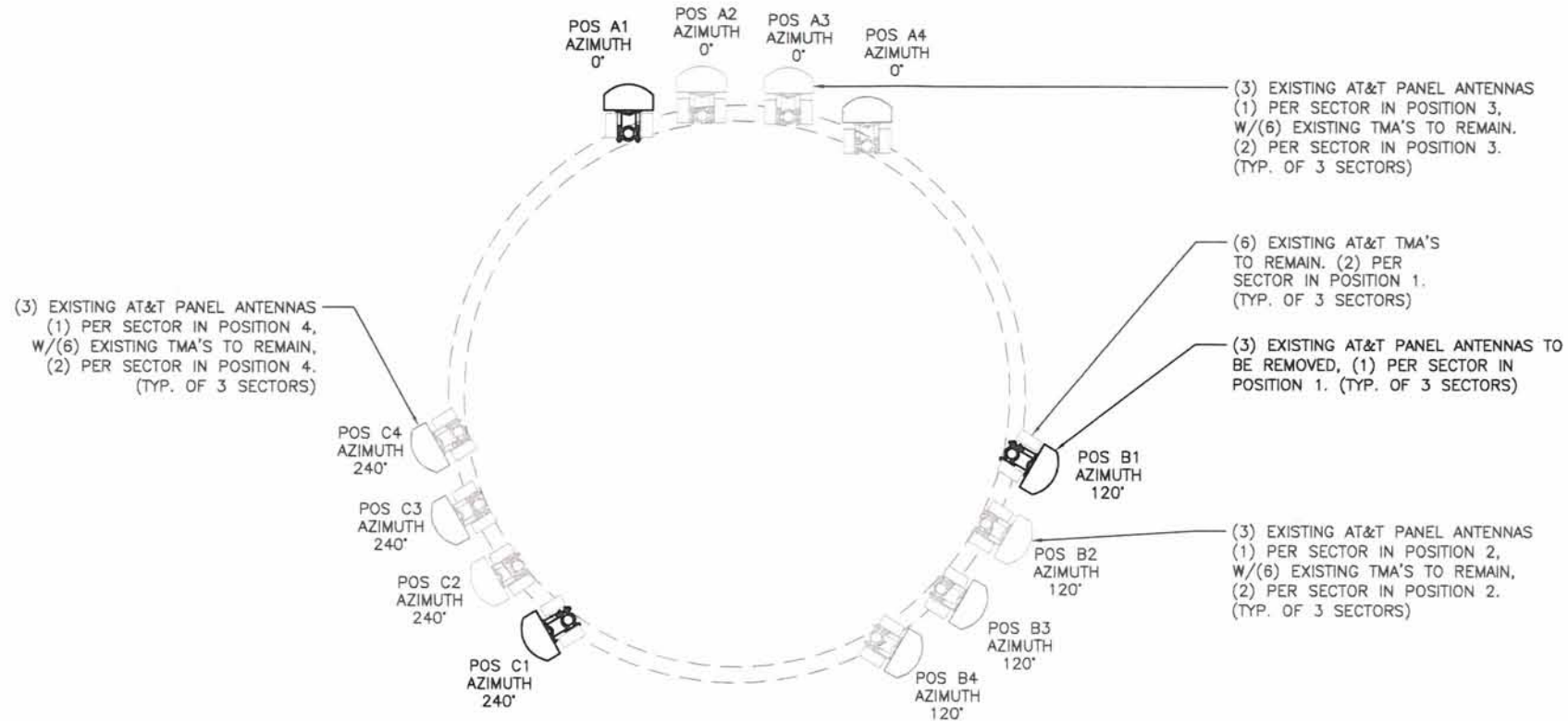
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BARTLETT, IL 60103

SHEET TITLE  
EXISTING & NEW  
TOWER ELEVATION

SHEET NUMBER  
A-3

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EXISTING ANTENNA PLAN

0 3" 6" 1" SCALE: 3/4"=1'-0" (22x34)  
(OR) 3/8"=1'-0" (11x17) 2



CARRIER:

930 NATIONAL PARKWAY, 4TH FLOOR  
SCHALMBURG, IL 60173

PLAN PREPARED FOR:

540 W. MADISON ST.  
17TH FLOOR  
CHICAGO, IL 60661  
www.sio.com  
312.595.4977

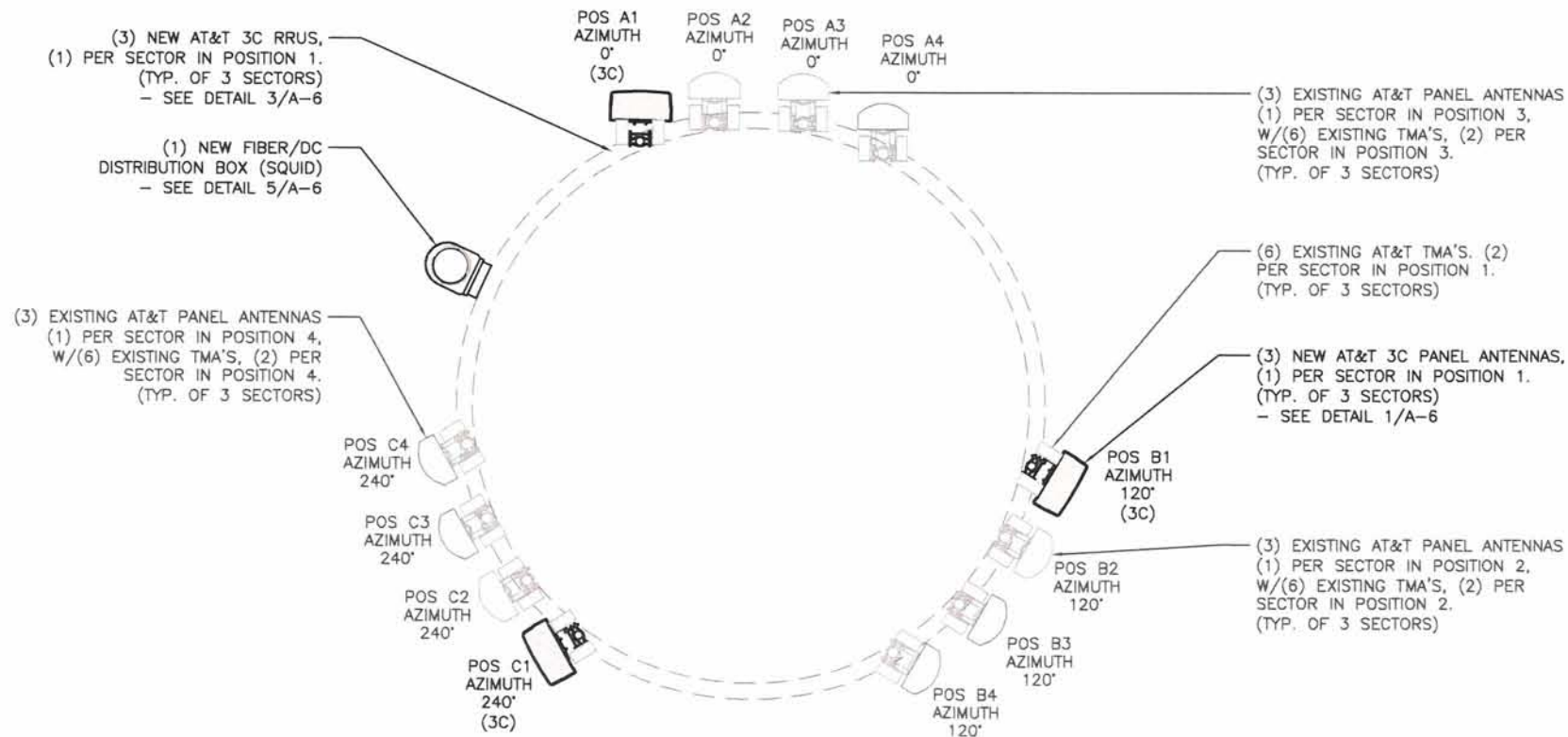
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112 S. KYRENE RD. STE 1  
CHANDLER, AZ 85226  
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NEW ANTENNA PLAN

0 3" 6" 1" SCALE: 3/4"=1'-0" (22x34)  
(OR) 3/8"=1'-0" (11x17) 1



REGISTERED PROFESSIONAL ENGINEER  
DAVID TAN  
062-064435  
STATE OF ILLINOIS

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818 KENT CIRCLE  
BARTLETT, IL 60103

SHEET TITLE  
EXISTING & NEW  
ANTENNA PLAN

SHEET NUMBER  
A-4



THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

1. CONTRACTOR IS TO REFER TO AT&T'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RFDS) PRIOR TO CONSTRUCTION.
2. THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNAS SHALL BE ADJUSTED TO ACHIEVE THE AZIMUTHS SPECIFIED AND LIMIT SHADOWING AND TO MEET THE SYSTEM REQUIREMENTS.
3. CONTRACTOR SHALL VERIFY THE HEIGHT OF THE ANTENNA WITH THE AT&T WIRELESS PROJECT MANAGER.
4. VERIFY TYPE AND SIZE OF TOWER LEG PRIOR TO ORDERING ANY ANTENNA MOUNT.
5. UNLESS NOTED OTHERWISE THE CONTRACTOR MUST PROVIDE ALL MATERIAL NECESSARY.
6. ANTENNA AZIMUTHS ARE DEGREES OFF OF TRUE NORTH. BEARING CLOCKWISE, IN WHICH ANTENNA FACE IS DIRECTED. ALL ANTENNAS (AND SUPPORTING STRUCTURES AS PRACTICAL) SHALL BE ACCURATELY ORIENTED IN THE SPECIFIED DIRECTION.
7. CONTRACTOR SHALL VERIFY ALL RF INFORMATION PRIOR TO CONSTRUCTION.
8. SWEEP TEST SHALL BE PERFORMED BY GENERAL CONTRACTOR AND SUBMITTED TO AT&T WIRELESS CONSTRUCTION SPECIALIST. TEST SHALL BE PERFORMED PER AT&T WIRELESS STANDARDS.
9. CABLE LENGTHS WERE DETERMINED BASED ON THE DESIGN DRAWING. CONTRACTOR TO VERIFY ACTUAL LENGTH DURING PRE-CONSTRUCTION WALK.
10. CONTRACTOR TO USE ROSENBERGER FIBER LINE HANGER COMPONENTS (OR ENGINEER APPROVED EQUAL).

ANTENNA & CABLING NOTES

SCALE: 6  
N.T.S.

RF, DC, & COAX CABLE MARKING LOCATIONS TABLE	
NO	LOCATIONS
1	EACH TOP-JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.
2	EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS NEAR THE TOP-JUMPER CONNECTION AND WITH (1) SET OF 3/4" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE BTS OR TRANSMITTER BUILDING.
3	CABLE ENTRY PORT ON THE INTERIOR OF THE SHELTER.
4	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.
5	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.

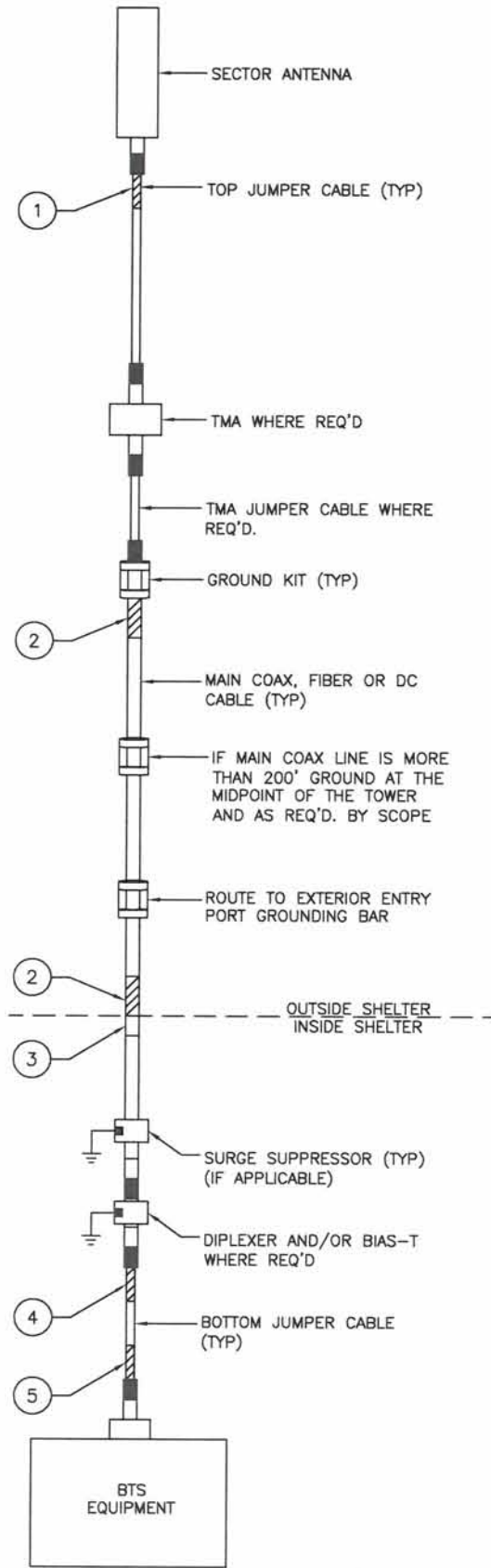
CABLE MARKING DIAGRAM

SCALE: 5  
N.T.S.

1. THE ANTENNA SYSTEM COAX SHALL BE LABELED WITH VINYL TAPE.
2. THE STANDARD IS BASED ON EIGHT COLORED TAPES--RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE, AND VIOLET. THESE TAPES MUST BE 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR CONTRACTOR ON SITE.
3. USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON "CABLE COLOR CHART".
4. WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN TECHNOLOGIES IS ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING SCHEME AND REPLACE IT WITH THE COLOR CODING STANDARD. IN THE ABSENCE OF AN EXISTING COLOR CODING AND TAGGING SCHEME, OR WHEN INSTALLING PROPOSED COAXIAL CABLES, THIS GUIDELINE SHALL BE IMPLEMENTED AT THAT SITE REGARDLESS OF TECHNOLOGY.
5. ALL COLOR CODE TAPE SHALL BE 3M-35 AND SHALL BE INSTALLED USING A MINIMUM OF (3) THREE WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.
6. ALL COLOR BANDS INSTALLED AT THE TOP OF THE TOWER SHALL BE A MINIMUM OF 3" WIDE, AND SHALL HAVE A MINIMUM OF 3/4" OF SPACE BETWEEN EACH COLOR.
7. ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE-TO-SIDE.
8. IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REUSED OR SHARED WITH THE NEW TECHNOLOGY, THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED.

CABLE MARKING NOTES

SCALE: 4  
N.T.S.



CABLE COLOR CODING DIAGRAM

SCALE: 3  
N.T.S.

NOT USED

SCALE: 2  
N.T.S.

NOT USED

SCALE: 1  
N.T.S.

CARRIER:

930 NATIONAL PARKWAY, 4TH FLOOR  
SCHUMBERG, IL 60173

PLAN PREPARED FOR:

540 W. MADISON ST.  
17TH FLOOR  
CHICAGO, IL 60691  
www.sicw.com  
312.895.4977  
A NOKIA COMPANY

PLAN PREPARED BY:

LETS America, Inc.  
112 S. KYRENE RD. STE. 1  
CHANDLER, AZ 85226  
ARIZONA: 480-961-9151  
LETS PROJ. #: LETS-ATT-IL-032

REVISIONS				
REV.	DATE	DESCRIPTION	INITIALS	
A	09/28/15	90% CD'S	GD	
B	10/12/15	95% CD'S	GD	
0	10/14/15	FOR CONSTRUCTION	GD	

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

"I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS"

3C  
10009583  
BARTLETT SOUTH  
818 KENT CIRCLE  
BARTLETT, IL 60103

SHEET TITLE  
CABLE NOTES & COLOR CODING

SHEET NUMBER  
A-5



THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

CARRIER:



930 NATIONAL PARKWAY, 4TH FLOOR  
SCHUMBURG, IL 60173

PLAN PREPARED FOR:



540 W. MADISON ST.  
17TH FLOOR  
CHICAGO, IL 60661  
WWW.SICW.COM  
312.995.4977  
A NOKIA COMPANY

PLAN PREPARED BY:



LETS America, Inc.  
112 S. KYRENE RD. STE. 1  
CHANDLER, AZ 85226  
ARIZONA: 480-961-9151  
LETS PROJ. #: LETS-AT-IL-032

REVISIONS				
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D	10/14/15	FOR CONSTRUCTION	GD	

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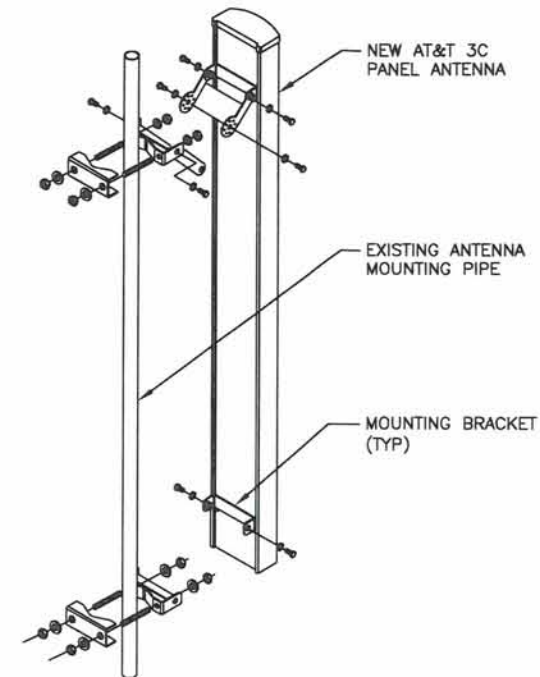
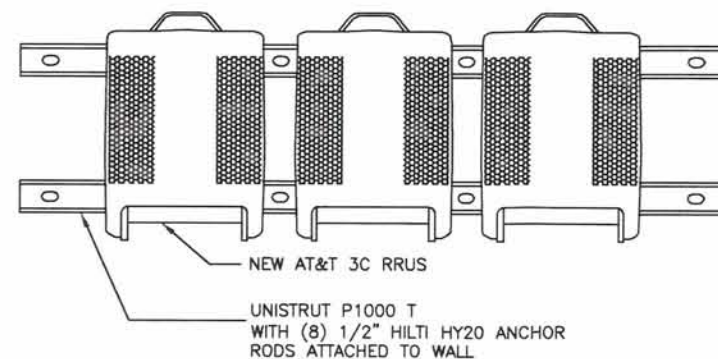
DAVID TAN  
10-15-15  
STATE OF ILLINOIS

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS

3C  
10009583  
BARTLETT SOUTH  
818 KENT CIRCLE  
BARTLETT, IL 60103

SHEET TITLE  
ANTENNA, RRUS & MOUNTING DETAILS

SHEET NUMBER  
A-6



NOT USED

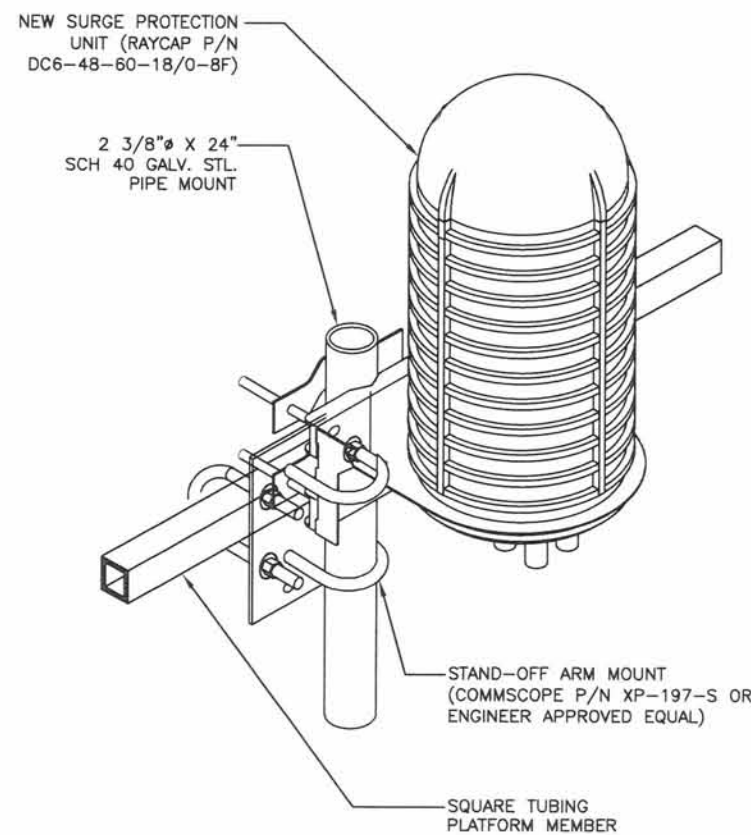
SCALE N.T.S. 6

RRUS MOUNTING DETAIL

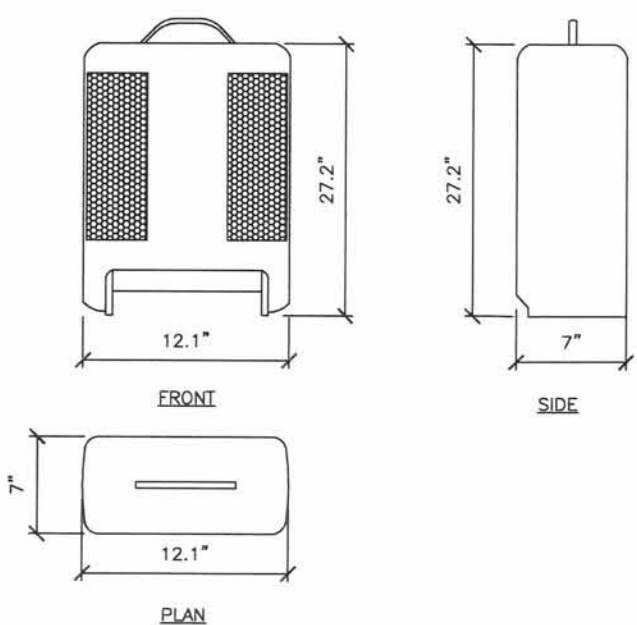
SCALE N.T.S. 4

ANTENNA MOUNTING DETAIL

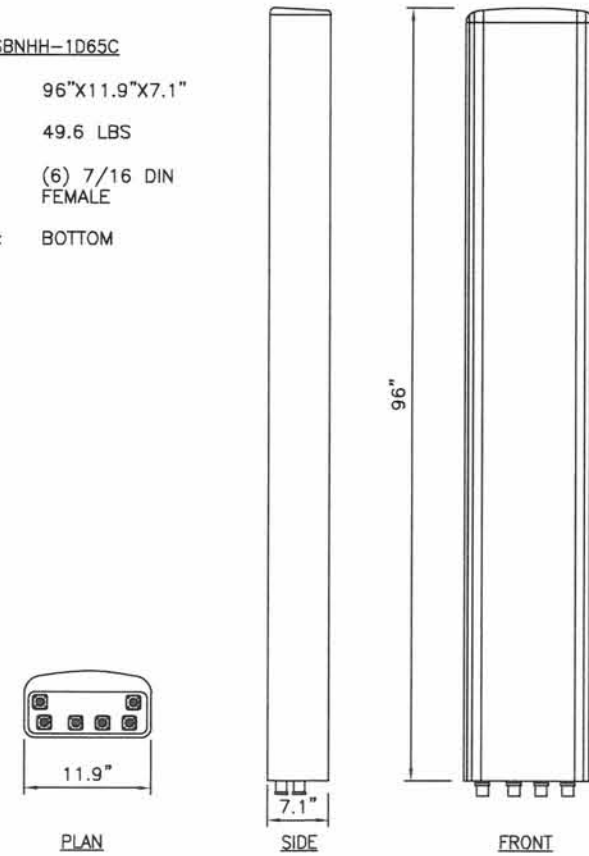
SCALE N.T.S. 2



ERICSSON - RRUS-32  
DIMENSIONS, HxWxD: 27.2"x12.1"x7"  
WEIGHT, WITHOUT MOUNTING KIT: 60 LBS



COMMSCOPE ANTENNA SBNHH-1D65C  
DIMENSIONS, HXWxD: 96"x11.9"x7.1"  
NET WEIGHT: 49.6 LBS  
CONNECTOR: (6) 7/16 DIN FEMALE  
CONNECTOR POSITION: BOTTOM



DC6 DISTRIBUTION BOX DETAIL

SCALE N.T.S. 5

3C RRUS DETAIL

SCALE N.T.S. 3

3C ANTENNA DETAIL

SCALE N.T.S. 1



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## NEW ANTENNA CONFIGURATION AND CABLE SCHEDULE

SUPPLIED BY AT&T WIRELESS, FROM RF CONFIG DATED 06/01/2015, BY DENIL SHAH

SECTOR	POS	TECH	ANTENNA	ANTENNA CL HEIGHT	AZIMUTH	TMA/RRU MODEL #	DC SURGE AND DISTRIBUTION	CABLE TYPE	CABLE LENGTH*	DOWNTILTS
A	1	3C	(1) COMMSCOPE (N) SBNHH-1D65C	92'-0"	0°	(1) ERICSSON (N) RRUS-32 (2) TMA'S (X)	(1) RAYCAP (N) DC6-48-60-18-8F	(1) HYBRID CABLES (X) 7/8" LDF5-50A (1) DC TRUNK LINE (N) (SHARED)	135'-0"	0
	2	EXISTING	(1) ANDREW (X) DBXNH-6565B-R2M	92'-0"	0°	(2) TMA'S (X)		(2) HYBRID CABLES (X) 7/8" LDF5-50A	135'-0"	0
	3	EXISTING	(1) ANDREW (X) DBXNH-6565B-R2M	92'-0"	0°	(2) TMA'S (X)		(1) HYBRID CABLES (X) 7/8" LDF5-50A (1) FIBER (X)	135'-0"	0
	4	EXISTING	(1) ANDREW (X) DBXNH-6565B-R2M	92'-0"	0°	(2) TMA'S (X)		(1) HYBRID CABLES (X) 7/8" LDF5-50A	135'-0"	0
B	1	3C	(1) COMMSCOPE (N) SBNHH-1D65C	92'-0"	120°	(1) ERICSSON (N) RRUS-32 (2) TMA'S (X)		(1) HYBRID CABLES (X) 7/8" LDF5-50A (1) DC TRUNK LINE (N) (SHARED)	135'-0"	0
	2	EXISTING	(1) ANDREW (X) DBXNH-6565B-R2M	92'-0"	120°	(2) TMA'S (X)		(2) HYBRID CABLES (X) 7/8" LDF5-50A (1) FIBER (X)	135'-0"	0
	3	EXISTING	(1) ANDREW (X) DBXNH-6565B-R2M	92'-0"	120°	(2) TMA'S (X)		(1) HYBRID CABLES (X) 7/8" LDF5-50A (1) FIBER (X)	135'-0"	0
	4	EXISTING	(1) ANDREW (X) DBXNH-6565B-R2M	92'-0"	120°	(2) TMA'S (X)		(1) HYBRID CABLES (X) 7/8" LDF5-50A	135'-0"	0
C	1	3C	(1) COMMSCOPE (N) SBNHH-1D65C	92'-0"	240°	(1) ERICSSON (N) RRUS-32 (2) TMA'S (X)		(1) HYBRID CABLES (X) 7/8" LDF5-50A (1) DC TRUNK LINE (N) (SHARED)	135'-0"	0
	2	EXISTING	(1) ANDREW (X) DBXNH-6565B-R2M	92'-0"	240°	(2) TMA'S (X)		(2) HYBRID CABLES (X) 7/8" LDF5-50A	135'-0"	0
	3	EXISTING	(1) ANDREW (X) DBXNH-6565B-R2M	92'-0"	240°	(2) TMA'S (X)		(1) HYBRID CABLES (X) 7/8" LDF5-50A (1) FIBER (X)	135'-0"	0
	4	EXISTING	(1) ANDREW (X) DBXNH-6565B-R2M	92'-0"	240°	(2) TMA'S (X)		(1) HYBRID CABLES (X) 7/8" LDF5-50A	135'-0"	0

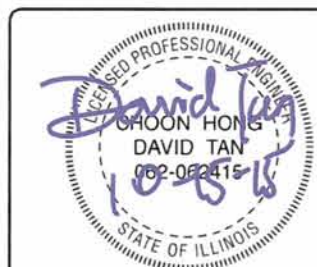
\* INCLUDES SAFETY FACTOR OF 20' FT. (10 FT. AT BOTH ENDS OF CABLE RUN).  
CONTRACTOR TO VERIFY RF DATA WITH AT&T WIRELESS CONSTRUCTION MANAGER  
AND/OR RF ENGINEER PRIOR TO INSTALLATION

(N) = NEW  
(X) = EXISTING  
(XR) = EXISTING/RELOCATED  
(E) = ELECTRICAL  
(M) = MECHANICAL



REVISIONS			
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3C  
10009583  
BARTLETT SOUTH  
818 KENT CIRCLE  
BARTLETT, IL 60103

SHEET TITLE  
NEW ANTENNA &  
CABLE  
CONFIGURATION

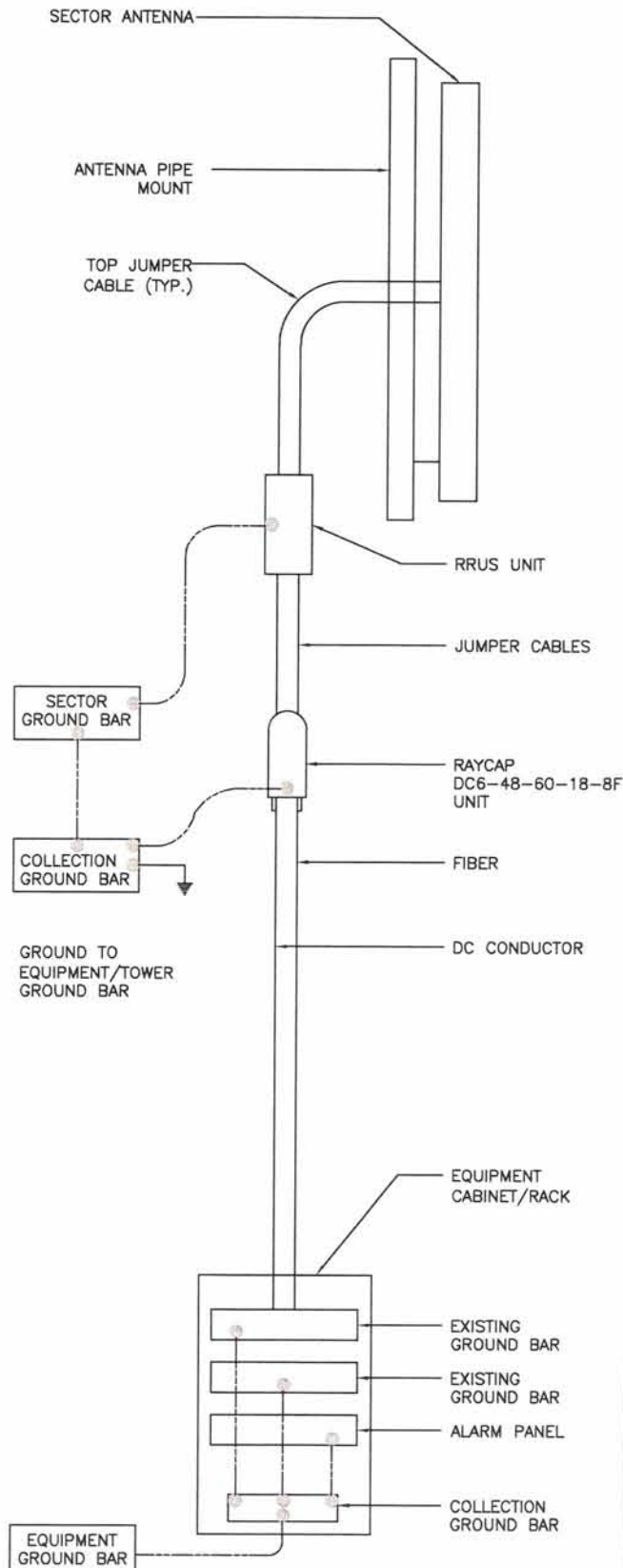
SHEET NUMBER  
A-7





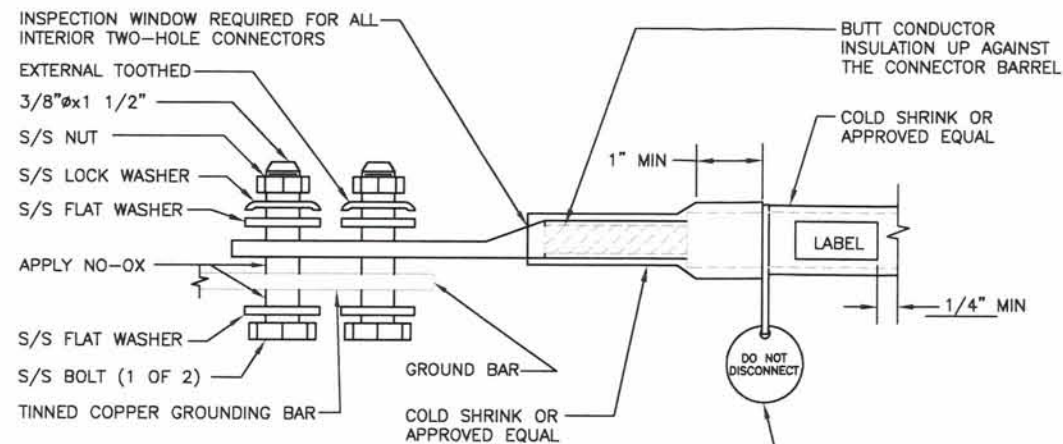
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NOTE:  
GROUND LEAD INSIDE RUBBER GROMMET TO BE ATTACHED WITH X-CROSS ZIP TIES TO BRACKET. DO NOT USE SNAP-IN HANGERS AROUND GROUNDS.



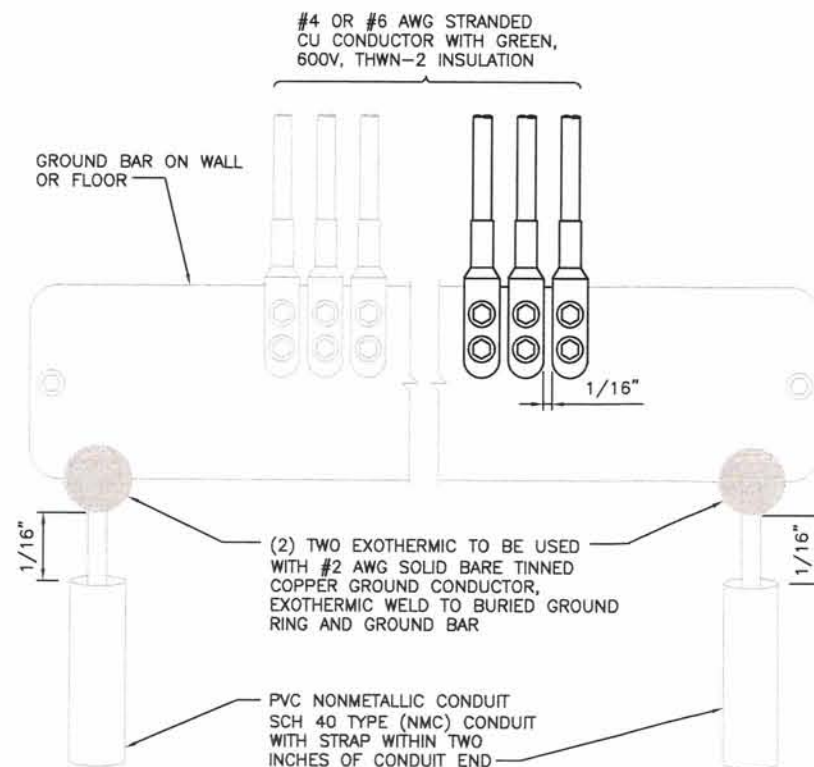
CABLE GROUNDING

SCALE  
N.T.S. 4



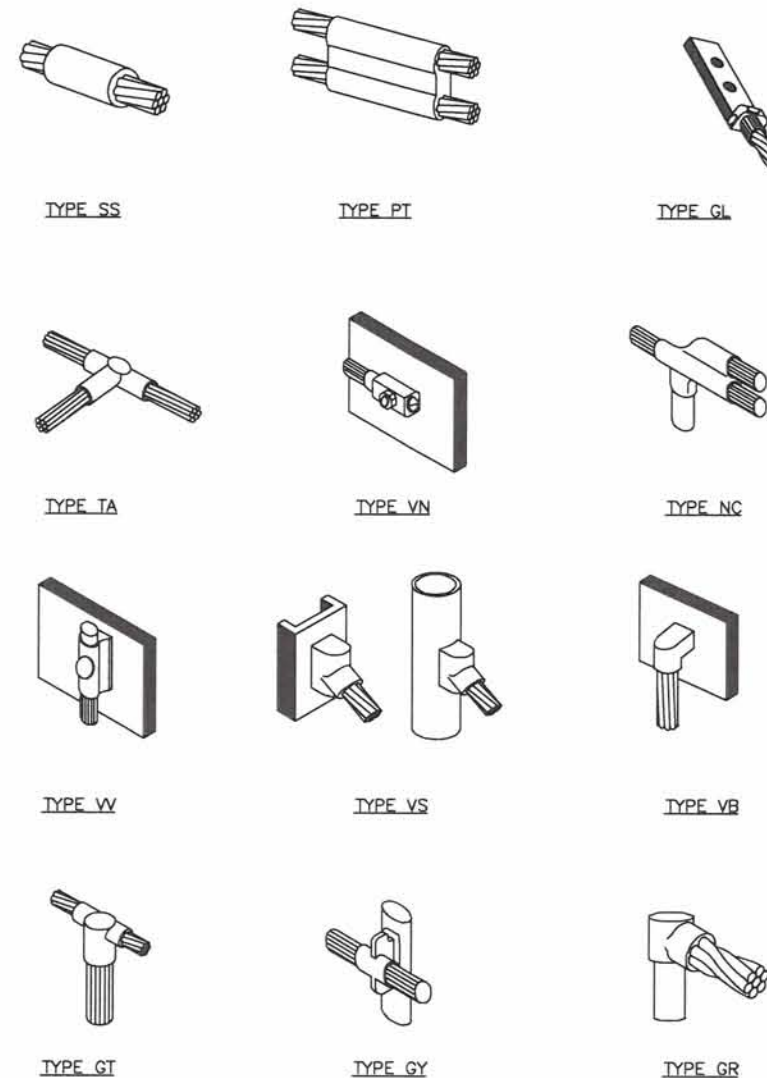
EXTERIOR TWO HOLE LUG DETAIL

SCALE  
N.T.S. 3



GROUND BAR DETAIL

SCALE  
N.T.S. 2



CALDWELD DETAILS

SCALE  
N.T.S. 1

CARRIER:

930 NATIONAL PARKWAY, 4TH FLOOR  
SCHUMBURG, IL 60173

PLAN PREPARED FOR:

540 W. MADISON ST.  
17TH FLOOR  
CHICAGO, IL 60601  
www.soc.com  
312.895.4977  
A NOKIA COMPANY

PLAN PREPARED BY:

LETS America, Inc.  
112 S. KYRENE RD. STE. 1  
CHANDLER, AZ 85226  
ARIZONA: 480-961-9151  
LETS PROJ. #: LETS-AIT-IL-032

REVISIONS

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3C  
10009583  
BARTLETT SOUTH  
818 KENT CIRCLE  
BARTLETT, IL 60103

SHEET TITLE  
**GROUNDING DETAILS**

SHEET NUMBER  
**G-1**



# Memorandum

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**To:** Valerie L. Salmons, Village Administrator  
**From:** Paula Schumacher, Assistant Village Administrator  
**Date:** 9/9/2016  
**Re:** Liquor License Application

---

Attached for your consideration is the liquor license application submitted by Sunny Chopra Group, Inc. for D'licious Crepes and Roti located at 225 S. Main Street.

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

As the attached memo from the Police Department indicates, the applicant satisfies the requirements for license issuance.

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



250 - App  
CE# 1049

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



**LIQUOR LICENSE APPLICATION**

Date: May 23<sup>rd</sup> 2016

Class of License: B

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

1. Business Name: Sunny Chopra Group, Inc.
2. Business Address: 225 S. Main St. Bartlett, IL 60103
3. Telephone Number: (808) 364-9708
4. Contact Name: Rakesh Chopra
5. Email Address: SunnyChopra~~2012~~<sup>group</sup>@gmail.com
6. Registered Corporate Name: Sunny Chopra Group, Inc.
7. Date of Incorporation: 5/17/2012 State of Incorporation: IL
8. Retailer Occupational/Sales Tax Number: 4112-2755
9. State principal kind of business: IL
10. Description of premises or portion thereof sought to be licensed:  
Delicious Crepes and Roti Indo-French street food cafe
11. Does applicant seek a License to sell Liquor on the premises as a restaurant: Yes

If so, are premises:

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

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

What is the seating capacity of the restaurant: 25 indoor 9 outdoor  
Total 34

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

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

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

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

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

If so, give:

Name and Address of Lessor:

Bartlett Commercial LLC,  
An Illinois Limited Liability Company  
120 South Riverdale Plaza #1200 Chicago, IL 60606

Period covered by lease:

From: 22<sup>nd</sup> April 2016 To: Oct 31, 2019 with 5 years option

**Attach copy of signed lease**

15. Specify the value of goods, wares, and merchandise now on hand: Indo-French Street food

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

If so,

Type of license: Business Lic

Address of license: 225 S. Main St

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

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

If so, at what location: N/A

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

If so, at what location: —

20. List any Officer, Director, Manager and any person owning directly or beneficially five (5%) percent or more of the Corporate Stock of the business.

Rakash CHOPRA 100% owner

21. Has any Officer, Director, or Manager of said Corporation or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of any felony under any Federal or State law? NO

If so, give,

Name: N/A

Date of the offense: N/A

Nature of the Offense: N/A

Disposition of said conviction: —

22. Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of a violation of any Federal, State or Local law within the last 10 years? NO

If so, give,

Name: N/A

Date of the offense: N/A

Disposition of said conviction: —



23. Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of being the keeper of a house of ill fame, or of pandering or other crime or misdemeanor opposed to decency and morality? NO

If so, give,

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

Date of the offense: N/A

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

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

24. Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever permitted an appearance bond forfeiture of any of the violations mentioned questions 21, 22 and 23? NO

If so, state particulars:

N/A

25. Has the Corporation (Applicant) or any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, made application for a similar license for this period for any premises other than those described above? NO

If so, give,

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

Location of premises: N/A

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

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

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

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

If so, give,

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

Date of revocation: N/A

Reason: \_\_\_\_\_

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

Name of the Liquor Manager: Rakesh Chopra

Residence Address: 12 Taft Ct. Unit B Streamwood, IL 60107  
Authority conferred upon the Liquor Manager by the Corporation with relation to the operation or management of the business for which this license is sought?

Has the Liquor Manager been finger printed for the purpose of this application? NO

If so,

Where: N/A

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

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

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

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

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

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

Copy of the Lease or proof of ownership.

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



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

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

### AFFIDAVIT

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

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

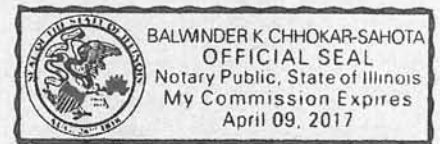
X *Rakesh Kumar* President\*  
Signature

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

Subscribed and sworn to by \_\_\_\_\_  
before me this 25<sup>th</sup> day of May 2016

*Balinder K Chhokar-Sahota*  
Notary Public

(Seal)



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

STATEMENT OF LIQUOR MANAGER  
CONDUCTING BUSINESS FOR COPRPATE APPLICANT

1. Business Name: Sunny Chopra group, Inc. DBA Delicious crepes &c.  
Business Address: 225 S. Main St. Bartlett, IL 60103

2. Name of Liquor Manager: Rakesh Chopra  
Residence Address: 12 Tatt Ct. #B Streamwood, IL 60107

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

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Numbers:

Home: Cell: 808-364-9708

Business: (630) 855-3246

Email Address: Sunny chopra ~~2012~~ @gmail.com  
Group 1

3. Have you been fingerprinted for the purpose of this application: NO

If so,

Where: N/A

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

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

If so, give,

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

Nature of offense: N/A

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

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

If so, give,

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

Disposition of said conviction: N/A

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

If so, give,

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

Disposition of said conviction: N/A

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

If so,

State particulars: N/A

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

If so, give,

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

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

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

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

Name: Self Appointed

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

11. List employer for past five year: Owner Operator for 13 years

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

Address: N/A

Manager's name: \_\_\_\_\_

Employment type: \_\_\_\_\_



12. List all prior experience that you have in managing the sale of alcoholic liquor and/or in conducting any business which is similar in nature to the business which you will be engaged in pursuant to the application:

Owned my own Restaurant

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

PAST 13 YEARS OWNED MANY RESTAURANTS

14. How many hours per week will you be physically present at the premises to be licensed: 70-80

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

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

AFFIDAVIT

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

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

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

x *Rabin Ahluwalia*  
Signature of Manager or Agent

Subscribed and sworn to by \_\_\_\_\_  
before me this 23<sup>rd</sup> day of May, 2016

*Balinder K Chhokar-Sahota*  
Notary Public (SEAL)





**CORPORATION INVESTIGATION AUTHORIZATION/RELEASE**

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

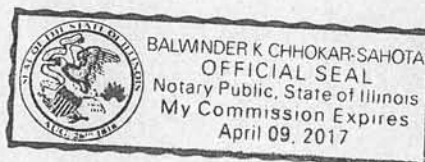
**INVESTIGATION AUTHORIZATION**

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

Rakesh Chopra  
Signature of Applicant

Subscribed and sworn to by \_\_\_\_\_  
before me this 23<sup>rd</sup> day of May, 2016

Balwinder K Chhokar-Sahota  
Notary Public (SEAL)



## Liquor Descriptions and Hours

**Class A – Serve All Alcohol**

\$1250.00

Sun – Thurs 8:00am until 1:00am  
 Fri & Sat 8:00am until 2:00am

**Class A ext – Serve All Alcohol**

\$1600.00

Sun – Thurs 8:00am until 2:00am  
 Fri & Sat 8:00am until 4:00am

**Class B – Serve Beer and Wine only**

\$900.00

Sun – Thurs 8:00am until 1:00am  
 Fri & Sat 8:00am until 2:00am

**Class C – Retail Sale, All Alcohol**

\$950.00

Sun – Thurs 8:00am until 10:00pm  
 Fri & Sat 8:00am until Midnight

**Class C ext – Retail Sale, All Alcohol, 24hr Store**

\$850.00

Sun – Thurs 8:00am until Midnight  
 Fri & Sat 8:00am until 1:00am

**Class D – One Day – Charitable Events,  
 Not to exceed 12hrs within a 24hr  
 period**

\$5.00

Sun – Thurs 8:00 until 1:00am  
 Fri & Sat 8:00 until 2:00am

**Class F – Serve All Alcohol – Restaurant**

\$1000.00

Sun – Thurs 10:30am – Midnight  
 Fri & Sat 10:30am – 1:00am

**Class G – Retail Sale with 65% devoted to  
 Wine**

\$950.00

Sunday 12:00pm until 9:00pm  
 Mon – Thurs 10:00am until 10:00pm  
 Fri & Sat 10:00am until Midnight

**Class H – Retail Sale, Beer and Wine only**

\$850.00

Sun – Thurs 8:00am until 10:00pm  
 Fri & Sat 8:00am until Midnight

**Class I – Serve All Alcohol, Senior Centers**

\$1250.00

Sun – Sat 11:00am until 10:00pm

**Class J – Serve All Alcohol, Special Event for  
 Current Liquor License holders, not  
 to exceed 6hrs within a 24hr period**

\$100.00

Sun – Thurs 12:00pm until 9:00pm  
 Fri & Sat 12:00pm until 11:00pm

**Class K – Serve All Alcohol, Catering  
 (must hold a current Village Liquor  
 license)**

\$500.00

Sun – Thurs 8:00am until 1:00am  
 Fri & Sat 8:00am until 2:00am

**Class L – Retail Sale, All Alcohol**

\$900.00

Sun – Thurs 10:00am until 11:00am  
 Fri & Sat 10:00am until Midnight

**Class M – Outside Catering**

\$200.00

Sun – Thurs 8:00am until 1:00am  
 Fri & Sat 8:00am until 2:00am

**Class N – Serve All Alcohol, Outdoor seating  
 only available for premises defined  
 as a “nightclub” (7,000sqft plus)**

\$2000.00

Sun – Sat 10:00am until 3:00am

**Class O – Special Use Catering  
 (must hold a current Village Liquor  
 License)**

\$200.00

Sun – Thurs 8:00am until 1:00am  
 Fri & Sat 8:00am until 2:00am





## ADDITIONAL REMARKS SCHEDULE

AGENCY NATHAN BUTWIN COMPANY INC/PHS		NAMED INSURED SUNNY CHOPRA GROUP, INC DBA D'LICIOUS	
POLICY NUMBER SEE ACORD 25		CREPES AND ROTI 225 S MAIN ST	
CARRIER SEE ACORD 25	NAIC CODE	BARTLETT IL 60103	
		EFFECTIVE DATE: SEE ACORD 25	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM**

**FORM NUMBER:** ACORD 25    **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The village, its local liquor commissioner, president and board of trustees, all of its elected or appointed officials, employees and any volunteer while acting on behalf of the village and the licensee are named additional insureds per the Business Liability Coverage Form SS0008, attached to this policy. Notice of Cancellation will be provided in accordance with Form SS1223, attached to this policy.





Effective Date: May 26th, 2016

# Western Surety Company

## LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 62796387

That we, Sunny Chopra Group

of Bartlett, State of Illinois, as Principal,  
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of  
Illinois, as Surety, are held and firmly bound unto the

Village of Bartlett, State of Illinois, as Obligee, in the penal  
sum of Two Thousand and 00/100 DOLLARS (\$2,000.00),  
lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made,  
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been  
licensed Liquor Village of Bartlett  
by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply  
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit  
applied for, then this obligation to be void, otherwise to remain in full force and effect until  
May 26th, 2017, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class  
U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration  
of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety  
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said  
date. Regardless of the number of years this bond shall continue in force, the number of claims made  
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of  
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total  
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be  
cumulative.

Dated this 26th day of May, 2016.

Sunny Chopra Group Principal

Principal

WESTERN SURETY COMPANY

By Paul T. Bruffat  
Paul T. Bruffat, Vice President



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor Village of Bartlett

bond with bond number 62796387

for Sunny Chopra Group

as Principal in the penalty amount not to exceed: \$ 2,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 26th day of May, 2016.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat

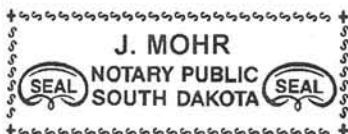
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 26th day of May, 2016, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.

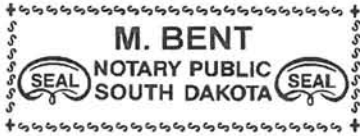


STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

On this 26th day of May, 2016, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



M. Bent  
Notary Public — South Dakota

My Commission Expires March 2, 2020

ACKNOWLEDGMENT OF PRINCIPAL  
(Individual or Partners)

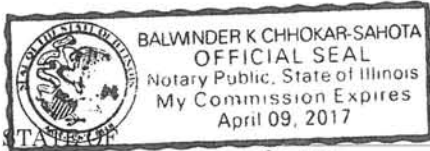
STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_,

known to me to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same.

My commission expires \_\_\_\_\_

Ba O O O  
Notary Public



ACKNOWLEDGMENT OF PRINCIPAL  
(Corporate Officer)

COUNTY OF DuPage } ss

On this 26<sup>th</sup> day of May, 2016, before me personally appeared Rakesh Chopra,

who acknowledged himself/herself to be the President of Sunny Chopra Group LLC, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires Apr. 9<sup>th</sup> 2017

Ba O O O  
Notary Public

**Western Surety Company**

License or Permit No. 62796387

**LICENSE AND PERMIT BOND**  
As Liquor Bond  
of Village of Bartlett  
State of IL

Name of Applicant RAKESH CHOPRA  
Address 225 S. Main St Bartlett, IL 60103

Filed May 26<sup>th</sup>, 2016

Approved this 26<sup>th</sup> day of May, 2016

# Congratulations!

You have successfully completed the ServSafe Alcohol® Responsible Alcohol Service Training and Certification Program. This is your official ServSafe Alcohol Certification Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

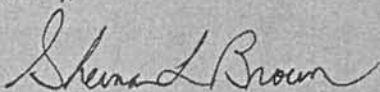
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Senior Vice President, National Restaurant Association Solutions



ID # 12747043  
CARD # 13691503

## ServSafe Alcohol® CERTIFICATE

RAKESH CHOPRA



NAME

6/7/2016

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

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Sherman Brown  
Senior Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.

NATIONAL  
RESTAURANT  
ASSOCIATION

175 West Jackson Boulevard,  
Suite 1500  
Chicago, IL 60604-2814  
1.800.SERVSAFE  
312.715.1010 in the Chicago area  
ServSafe.com

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LEASE

This LEASE is made and entered into as of the 22<sup>nd</sup> day of April, 2016 (the "Effective Date") by Landlord and Tenant described below.

ARTICLE I  
CERTAIN DEFINITIONS AND BASIC LEASE TERMS.

I.1 Certain Definitions. As used herein:

(a) "Landlord" shall mean BARTLETT COMMERCIAL LLC, 120 South Riverside Plaza, Suite 1200, Chicago, Illinois 60606.

(b) "Tenant" shall mean RAKESH "SUNNY" CHOPRA, 225 South Main Street, Bartlett, IL 60103.

(c) "Premises" shall mean the premises within the Shopping Center having a "Floor Area" of approximately 1,223 square feet, and commonly known as 225 South Main Street, Bartlett, Illinois 60103. The Premises is Suite No. 225 within the Shopping Center.

(d) "Shopping Center" shall mean the real estate, including any and all improvements now or at any time located thereon, the parking lot, excluding any portion that may be taken by eminent domain, or be dedicated for public use, with common addresses of 201-41 South Main Street, Bartlett, Illinois 60103, having a Floor Area of approximately 21,000 square feet.

(e) "Lease" shall mean Articles I through IX hereof and the Exhibits referred to herein, in any, which, by such references, are hereby adopted and made a part hereof, together with any amendments, modifications, schedules, or any plans specifically referred to herein.

I.2 Other Definitions. For clarity and convenience, other terms are defined herein from time to time and, wherever used in this Lease, shall have the defined meaning so given.

I.3 Demise. Landlord hereby leases to Tenant, and Tenant accepts and takes from Landlord, the Premises under and subject to the terms, conditions and covenants contained in the Lease and any renewals or extensions thereof.

I.4 Lease Term. The Lease Term shall be the period commencing on the Effective Date and continuing thereafter, unless sooner terminated or extended by Tenant or Landlord as in this Lease provided, until and including the thirty-ninth (39th) month following the Rent Commencement Date, or as otherwise extended (the "Termination Date"). Tenant shall have the option to renew this Lease for one additional five (5) year term (the "Option Period"), pursuant to all of the terms, covenants, and conditions of this Lease. If Tenant chooses to exercise the Option Period, Tenant must provide written notice to Landlord no later than One Hundred and Eighty (180) days prior to the Termination Date, and only provided that at the time the notice is given and at the time the Option Period commences, Tenant is open and operating the Premises and is not in default hereunder. In the event Tenant elects to exercise its option hereunder, said tenancy shall be under the same terms and conditions as set forth



herein, except that Rent shall increase by four percent (4%) annually, over the prior year's Rent, upon the anniversary date of the Rent Commencement Date.

1.5 Rents. Tenant agrees to pay to Landlord for possession and use of the Premises, without right of offset or deduction for any reason, the following rents, (collectively "**Rent**");

Base Rent. Rent shall abate until November 1, 2016 (the "**Rent Commencement Date**"). Tenant shall pay "**Base Rent**" at the rate of the Rent Schedule below, in advance monthly installments on the first day of each calendar month during the Lease Term.

Period	Monthly Base Rent
Effective Date – July 31, 2016	\$0
August 1, 2016 – July 31, 2017	\$1,223.00
August 1, 2017 – July 31, 2018	\$1,271.00
August 1, 2018 – October 31, 2019	\$1,322.00

Additional Rent. In addition to Base Rent, Tenant agrees to pay to Landlord for possession and use of the Premises, without right of offset or deduction for any reason, the following expenses which include, but are not limited to, Tenant's pro-rata share of all real estate taxes, insurance premiums, utility charges if in the common area, maintenance, repair and replacement expenses of the common area, property management fees (such fees not to exceed 15% of annual Additional Rent), expenses relating to compliance with laws, and all other costs, fees, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Premises which may arise or become due during the term of this Lease and shall be paid or discharged by Tenant as additional rent (all such items being sometimes hereinafter collectively referred to as "**Additional Rent**"). On the first day of each month, Tenant shall pay to Landlord as Additional Rent, together with Tenant's monthly installment of Base Rent, a sum equal to one-twelfth (1/12) of Landlord's reasonable estimate of Tenant's proportionate share of Additional Rent for the calendar year in which such payment becomes due. Within one hundred twenty (120) days after the end of each calendar year, Landlord shall notify Tenant in writing of its actual expenses for the Additional Rent Items for such calendar year, provided that Landlord's failure to notify Tenant within said time period shall not affect Tenant's obligation to pay Additional Rent Items as set forth herein. In the event that Tenant shall have paid to Landlord as Additional Rent an amount less than its share of Additional Rent for such calendar year, Tenant shall remit to Landlord such deficiency within twenty (20) days after receipt of Landlord's invoice therefor. In the event that the Tenant has paid an amount greater than its share of Additional Rent, said excess shall be applied towards Tenant's obligation for Additional Rent for the next calendar year.

1.6 All payments of Base Rent and Additional Rent shall be payable without previous demand therefor and without any right of setoff or deduction whatsoever, and in case of  
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nonpayment of any item of Additional Rent by Tenant when the same is due, Landlord shall have, in addition to all its other rights and remedies, all of the rights and remedies available to Landlord under the provisions of this Lease or by law in the case of nonpayment of Base Rent. (Base Rent and Additional Rent may be collectively referred to as "Rent"). On the Effective Date, Tenant shall deposit with Landlord the first month's payment of Rent of \$1,800.00.

I.7 Use of the Premises and Exclusive Use. Tenant shall use the Premises as a French and Indian Street Food Restaurant for sit-down and carry-out use and for no other purpose without Landlord's written consent. No hamburgers or pizza may be sold.

I.8 Security Deposit. On the Effective Date, Tenant shall deposit with Landlord security for the full and faithful performance of every provision of this Lease to be performed by Tenant in the amount of \$3,600.00. If Tenant defaults with respect to any provision of this Lease, Landlord may use all or any part of this security deposit for the payment of any Rent and any other sum due or in default under this Lease, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default under this Lease, or to compensate Landlord for any loss or damage which Landlord may suffer by reason of Tenant's default under this Lease. If any portion of such deposit is so used, Tenant shall within ten (10) days after written demand therefore deposit funds with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall constitute a default hereunder. Landlord shall not be required to keep this security deposit separate from its general funds and Tenant shall not be entitled to interest on such deposit. The security deposit shall not be deemed an advance payment of Rent or a measure of damages for any default by Tenant under this Lease, and the security deposit shall not be a bar or a defense to any action that Landlord may commence against Tenant.

## ARTICLE II SHOPPING CENTER.

II.1 Shopping Center. Landlord reserves the right to change the size and dimensions of the Shopping Center, including the number and location of buildings, building dimensions, the number of floors in any of the buildings, store dimensions, identity and type of other stores and tenancies, and the Common Areas.

## ARTICLE III PREPARATION AND CONDITION OF PREMISES, POSSESSION AND RETURN.

3.01 Condition of Premises. Landlord is providing the Premises to Tenant in "As Is, Where Is" condition with all faults, with no further work required by Landlord whatsoever. Tenant shall, at its sole cost and expense, maintain and repair the improvements in the Premises, except for those items required to be maintained by Landlord herein. Tenant's obligation shall include, without limitation, maintenance, repair and replacement of exterior entrances, window frames and all glass in show windows, molding, partitions, doors, door frames and checks, fixtures, equipment and appurtenances and all heating, ventilating and air conditioning equipment, lighting and plumbing fixtures and furnishings, floors and floor coverings, walls, ceilings, doorways, and all other things installed in the Premises, so that the Premises shall at all times be in the same condition as when originally installed, subject to ordinary wear and tear.

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For purposes hereof, the term "repairs" shall include replacements, renewals, alterations, additions and improvements. All repairs made by Tenant shall consist of material and workmanship of comparable quality to the original condition of the repaired or replaced item. For the heating, ventilating, and air conditioning equipment, Tenant shall hire a contractor, reasonably acceptable to Landlord, to maintain such equipment no less than twice per year. Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings and conditions of Tenant to be performed hereunder. Landlord shall turn over possession of the Premises to Tenant within two (2) business days of the Effective Date (the "Possession Date").

Tenant shall, throughout the Lease Term, at its sole cost and expense, comply and cause the Premises to comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments or other governmental or quasi-governmental authorities having jurisdiction over the Premises, including the Illinois Environmental Protection Agency and appropriate departments, commissions, boards, and officers thereof. Tenant shall also observe and comply with the requirements of all policies of public liability, fire and other contracts of insurance at any time in force with respect to the building and improvements on the Premises and the fixtures and equipment thereof.

Tenant shall pay all connection ("tap-on") charges with respect to the utilities. Tenant shall pay all metered charges directly to the applicable utility as of the Possession Date. Tenant shall pay for its water use directly to Landlord based on the usage as determined by a submeter for the Premises. In the event that Tenant shall not pay all charges, then Landlord shall have the right, but not the obligation, to pay such charges, and the amount so expended by Landlord shall be due from Tenant on demand and shall be deemed Additional Rent due hereunder. In the event any utility cannot be separately metered, Tenant shall pay its share of such utility charge as reasonably determined by Landlord.

EXCEPT AS OTHERWISE SET FORTH HEREIN, TENANT ACKNOWLEDGES AND UNDERSTANDS THAT LANDLORD IS LEASING THE PREMISES TO TENANT "AS IS," WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR HABITABILITY.

3.02 Improvements and Equipment. The improvements and equipment placed in or upon the Premises by Tenant shall be Landlord's property. Unless Landlord provides consent otherwise, all improvements and equipment shall remain on the Premises at the termination of this Lease by lapse of time or otherwise, without compensation, allowance or credit to the Tenant. The Tenant shall remove the Tenant's furniture, machinery, trade fixtures and other items of personal property of every kind and description from the Premises prior to expiration or termination of the Lease Term if requested by Landlord. If Tenant does not remove said additions, hardware, non-trade fixtures and improvements, the Landlord may remove and dispose of same and the Tenant shall pay the reasonable cost of such removal and disposal to the Landlord upon demand together with interest thereon at the annual rate of twelve percent (12%).

#### ARTICLE IV COMMON AREAS AND FACILITIES.

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4.01 Common Areas and Facilities. Landlord shall make available, from time to time, such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate (herein referred to as the "**Common Areas**"). Landlord shall operate, manage, equip, light, insure, repair and maintain the Common Areas for their intended purposes in such manner as Landlord shall, in its sole discretion, determine and may, from time to time, change, the size, location and nature of any Common Areas, and Landlord shall not be subject to liability therefore, nor shall Tenant be entitled to any compensation, or diminution or abatement of rent, nor shall any such action be deemed an actual or constructive eviction of Tenant.

ARTICLE V  
LANDLORD'S ADDITIONAL COVENANTS.

5.01 Repairs by Landlord. Landlord shall keep the parking lot and driveways, foundation and roof of the Premises and Shopping Center in good order, repair and condition, unless any necessary work is required because of damage caused by any act, omission or negligence of Tenant or its employees, invitees, customers, agents or contractors. Landlord shall not be required to commence any such repair until five (5) business days after written notice from Tenant that the same is necessary. Landlord shall repair emergency situations without delay. The provisions of this paragraph shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which events the obligations of Landlord shall be controlled by Article VII. Except as provided in this Article V, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Premises, or to any equipment, facilities or fixtures contained therein.

ARTICLE VI  
TENANT'S ADDITIONAL COVENANTS.

6.01 Affirmative Covenants. Tenant covenants, at its expense, at all times during the Lease Term:

(a) To perform promptly all of the obligations of Tenant as set forth in this Lease, including, but not limited to, the obligation to pay when due all rent and all charges, rates and other sums that, by the terms of this Lease, are to be paid by Tenant. Payment of all such amounts shall be made via ACH payment to:

Bartlett Commercial LLC  
c/o Horizon Realty Services  
1130 Lake Cook Road, Suite 280  
Buffalo Grove, IL 60089

or to such persons at such other places as Landlord may designate in written notice to Tenant from time to time. Tenant will make such payment by check, ACH or electronic transfer.

(b) To permit Landlord, Landlord's mortgagee and their respective agents, to enter the Premises at reasonable times for the purpose of inspecting the same, of making repairs, additions or alterations thereto or to the building in which the same are located, and of showing

the Premises to prospective purchasers, lenders and tenants.

(c) That all of the rights and interests of Tenant under this Lease are subject and subordinate to the lien of any first or second mortgage now existing or hereafter placed upon the Shopping Center, in each case without any necessity of further action by the mortgagee or trustee under any such mortgage, Landlord or Tenant and without any obligation of any such mortgagee to recognize this Lease or Tenant in the event of foreclosure. Any mortgagee may, in the alternative, elect to give some or all of the rights and interest of Tenant under this Lease priority over the lien of its mortgage. The election of such mortgagee shall be binding upon Tenant whether this Lease is dated prior or subsequent to the date of said mortgage. Tenant shall execute and deliver whatever instruments may reasonably be required for such purposes. At Tenant's request, Landlord will use commercially reasonable efforts to obtain a Subordination and Non Disturbance Agreement from its lender.

(d) Not to load, unload or park any truck or other delivery vehicle in any area of the Shopping Center except that designated for such purposes or to unreasonably interfere with the flow of traffic at the Shopping Center.

(e) Not to injure, overload, deface or otherwise harm the Premises or Shopping Center.

(f) Not to commit any nuisance or unreasonably annoy owners or occupants of neighboring property or other tenants in the Shopping Center.

(g) Not to permit any unreasonable odors to emanate from the Premises or any improvement thereon atypical for a comparable restaurant.

(h) Not to use the Premises for any extra-hazardous purpose, including but not limited to, any type of explosive device, or in any manner that will suspend, void or make inoperative any liability policy or policies of insurance of the kind generally in use in the state at any time carried on any improvement within the Shopping Center.

(i) Not to sell, distribute or give away any product which tends to create a nuisance.

(j) Not to make any use of the Premises which is improper, offensive or contrary to any law or ordinance or any regulation of any governmental authority.

(k) Not to conduct or permit any going-out-of-business, bankruptcy, fire, or auction sales on the Premises.

(l) Not to use any advertising medium such as hand bills, flashing lights, searchlights, loud speakers, phonographs, sound amplifiers or radio or television receiving equipment in a manner to be seen or heard outside the building on the Premises in a manner commercially unreasonable in Landlord's reasonable discretion.

(m) To follow the Shopping Center Rules and Regulations set forth on Exhibit A. Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Shopping Center, provided that such changes are applicable to all tenants of the Shopping Center.

(n) To pay for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises or in or on the Building or Shopping Center.

#### ARTICLE VII DAMAGE, DESTRUCTION AND EMINENT DOMAIN.

VII.1 Fire, Explosion or Other Casualty. In the event the Premises are damaged by fire, explosion or any other casualty to an extent which is less than 50 percent of the cost of replacement of the Premises, as determined by Landlord, the damage shall be repaired promptly by Landlord at Landlord's expense, provided that Landlord shall not be obligated so to repair the Premises if such fire, explosion or other casualty is caused, directly or indirectly, by the negligence of Tenant, its agents, customers, contractors, or employees or if insurance does not pay for the repair. In the event (a) the Premises shall be damaged to the extent of 50 percent or more of the cost of replacement, (b) all buildings (taken in aggregate) in the Shopping Center shall be damaged to the extent of more than 25 percent of the cost of replacement, or (c) insurance doesn't cover the cost of the repair, Landlord may elect to terminate this Lease upon giving written notice of such election to terminate to Tenant within 90 days after the occurrence of the event causing the damage, and, if Landlord does not so terminate, Landlord shall promptly repair the Premises and Shopping Center on the terms described above. Tenant acknowledges and agrees that Rent and other charges owing hereunder shall not abate because of any fire, explosion or other casualty affecting all or any part of the Premises caused by Tenant, its agents, customers, contractors, or employees.

VII.2 Eminent Domain. If the whole of the Premises shall be taken by any public authority under the power of eminent domain, the Lease Term shall cease as of the day possession shall be taken by such public authority, and Tenant shall pay rent up to that date. If part, but not all, of the Floor Area of the Premises shall be so taken, the Lease Term shall cease only on the part so taken as of the day possession shall be so taken by such public authority, and Tenant shall pay rent up to that day, and thereafter the Base Rent shall be adjusted equitably. Landlord shall at its expense make all necessary repairs or alterations to the basic building and exterior thereof so as to constitute the remaining premises a complete architectural unit. If more than 25 percent of the Floor Area of the building in which the Premises are located, or more than 25 percent of the aggregate Floor Area of all the buildings in the Shopping Center, shall be taken under the power of eminent domain, Landlord may, by notice in writing to Tenant, given on or before the day of surrendering possession to the public authority, terminate this Lease, and rent shall be paid or refunded as of the date of termination. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises or otherwise, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation. Notwithstanding the above, Tenant may make a claim to the public authority for its loss of personal property and improvements he placed in the Premises.

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ARTICLE VIII  
DEFAULTS BY TENANT AND REMEDIES.

VIII.1 Defaults By Tenant. Landlord may, at its option, terminate this Lease if any default by Tenant continues after notice, in case of nonpayment of rent or any other payment provided to be made hereunder for more than 5 days, or in case of any other default that Tenant does not cure within 20 days; or if Tenant makes any assignment for the benefit of creditors, commits any act of bankruptcy, or files a petition under any bankruptcy or insolvency law; or if such a petition is filed against Tenant and is not dismissed within 30 days; or if a receiver or similar officer becomes entitled to this leasehold; or if Tenant's interest in this Lease is taken on execution or other process of law in any action against Tenant. Upon such termination of this Lease, Landlord may reenter the Premises and remove all persons, fixtures, and chattels therefrom, and Landlord shall not be liable for any damages resulting therefrom. Upon the happening of any of the abovementioned events, Landlord may repossess the Premises without demand or notice of any kind to Tenant (except as hereinabove expressly provided for or in compliance with laws) and without terminating this Lease, in which event Landlord may, but shall be under no obligation to, relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Premises for a term or for a Rent greater or lesser than that remaining under the Lease Term, and the right to relet the Premises as a part of the larger area, and the right to change the character or use made of the Premises). Landlord may, for the purpose of such reletting, decorate and make any repairs, changes, alterations and additions in or to the Premises that it may deem necessary or convenient. Alternatively, in the event of any default by Tenant as set forth above, Landlord may choose to seek from Tenant and if so Tenant shall pay to Landlord, on demand as liquidated damages and not as a penalty, a sum equal to the amount of the Rent provided herein to be paid by Tenant through the Termination Date or as extended by the Option Period.

VIII.2 Effect of Waivers of Default. No consent or waiver, expressed or implied, by Landlord to, or of any breach of, any covenant, condition or duty of Tenant shall be construed as a consent or waiver to, or of any other breach of, the same or any other covenant, condition or duty.

VIII.3 Landlord's Right To Cure Defaults. Landlord may, but shall not be obligated to, cure at any time, without notice, any default by Tenant under this Lease and, whenever Landlord so elects, all costs and expenses thereby incurred by Landlord, including, without limitation, attorneys' fees, expenses and costs, together with interest on the amount of costs and expenses so incurred at the rate of 12 percent (12%) per year.

ARTICLE IX  
MISCELLANEOUS PROVISIONS

IX.1 Mutual Waiver of Subrogation Rights. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Premises or the building in which the Premises are located, and (b) such party is then covered, in whole or in part, by insurance with respect to such loss, cost, damage or expenses, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to

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the extent of any amount recovered by reason of such insurance, and waives any right of subrogation which might otherwise exist in, or accrue to, any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the fire, explosion or other casualty is caused, directly or indirectly, by the negligence of Tenant, its agents, customers, contractors or employees, or the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided, that in the case of increased cost, the other party shall have the right, within 30 days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect). In any case where the fire, explosion or other casualty is caused, directly or indirectly, by the negligence of Tenant, its agents, customers, contractors or employees, Tenant shall also pay for Landlord's insurance deductible.

IX.2 Notices From One Party To The Other. All notices, demands and requests required or permitted under this Lease shall be in writing. All notices, demands and requests shall be deemed to have been properly given when served personally, by a reputable overnight delivery carrier or deposited in a Post Office or branch Post Office regularly maintained by the United States Government, Certified Mail Return Receipt Requested with postage prepaid; addressed to:

Landlord at the address appearing in Section 1.01(a) with a copy to:

David S. Horwitch  
Shaw Fishman Glantz & Towbin LLC  
321 N. Clark, Suite 800  
Chicago, IL 60654

and addressed to Tenant at the address of Tenant as stated in Section 1.01(b) with a copy to:

Rakesh Chopra <sup>BC.</sup>  
225 S. Main St.  
Bartlett, IL 60103

IX.3 Relationship of the Parties: Gender. Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the neuter gender shall include the masculine and feminine genders.

IX.4 Estoppels Certificates. At any time and from time to time, Tenant agrees, upon request from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing, within ten days of the request, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications that the same is in full force and effect as modified and stating the modifications), the dates to which the Base Rent and other charges have been paid, and any other factual data relating to this Lease or the Premises which Landlord may

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reasonably request.

IX.5 Recordation. Tenant agrees not to record this Lease or any form thereof.

IX.6 Late Fees and Interest on Unpaid Amounts. All amounts owed by Tenant to Landlord hereunder shall be deemed to be Additional Rent and shall, unless otherwise provided herein, be paid within 10 days from the date Landlord renders statements of accounts thereof. All amounts (including Base Rent) more than ten (10) days late shall bear interest from the date due until the date paid at the rate of 8% per year until paid and include a \$350.00 late fee.

IX.7 Applicable Law and Construction. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several Articles and Sections contained herein are for convenience only and do not define, limit or construe the contents of such Articles or Sections.

IX.8 Broker. Landlord and Tenant each warrant and represent to the other that it has not dealt with any broker except Horizon Realty Services, Inc. Landlord and Tenant each agree to indemnify, defend and hold the other harmless with respect to any claim of liability asserted against the indemnified party arising from the indemnifying party's alleged business relationship with any other broker.

IX.9 Execution of Lease by Landlord and Tenant. Except as stated in this Lease, no employee or agent of Landlord or of Landlord's broker, if any, has the authority to make or execute a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon execution and delivery by Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord, or of Landlord's broker, if any, shall alter, change or modify any of the provisions hereof.

IX.10 Binding Effect of Lease, Assignment. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder arising after the date of such assignment. Tenant shall not assign its interest or obligations under this Lease without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed. Any proposed assignment by Tenant shall be accompanied with a written request and a \$1,000 administrative fee.

IX.11 Counterparts. This Lease may be executed in one or more counterparts, but all such counterparts shall be one and the same single instrument. Facsimile or electronic

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signatures shall have the same force and effect as an original.

IX.12 No Personal Liability. It is expressly understood and agreed that Tenant shall look solely to Landlord's corporate estate and interest in the Shopping Center or the proceeds thereof for the satisfaction of any right of Tenant for the collection of a judgment or other judicial or arbitration process against Landlord or its beneficiaries, managers, members, directors, officers, employees, partners, contractors, or agents, and no other property of Landlord or its beneficiaries, managers, members, directors, officers, employees, partners, contractors, or agents shall be subject to levy, lien, execution or attachment for satisfaction of Tenant's rights or remedies hereunder and none of Landlord or its beneficiaries, managers, members or agents shall have any personal liability to Tenant hereunder or for any matters arising out of this Lease or Tenant's occupancy in the Premises.

IX.13 Signage. Tenant shall have the right, at its cost, to place such signs visible from the front exterior of the Premises in compliance with the code of the Village of Bartlett and with the written consent of Landlord, such consent shall not be unreasonably withheld.

IX.14 Holdover. If, after the termination of the Lease Term, by lapse of time or otherwise, Tenant retains possession of the Premises or any part thereof, Tenant, at Landlord's option, shall become a tenant from month-to-month, and shall pay to Landlord Rent at 150% the rate payable for the year immediately preceding such holding over computed on a monthly basis (without reduction for any partial month or for abatements, if any) from the time Tenant thus remains in possession and, in addition, Tenant shall pay Landlord all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession of the Premises. As a month-to-month tenant, Tenant shall be subject to all the terms, conditions, covenants and agreements of this Lease, except that the Monthly Rent due during such month-to-month tenancy shall be the Rent specified in the first sentence of this Section, any options or expansion rights shall not apply, and Landlord may terminate such month-to-month tenancy by service of notice to Tenant as provided by statute. Any such holdover shall not constitute an extension of this Lease. The provisions of this Section do not waive Landlord's right of re-entry or right to regain possession with or without actions at law or in equity or by any other rights hereunder upon the termination of the Lease Term of this Lease, whether due to the lapse of time or otherwise.

IX.15 Hazardous Substances And Materials. During the term of this Lease, Tenant shall not suffer, allow, permit or cause the generation, accumulation, storage, possession, release or threat of release of "hazardous substances," "pollutants," "hazardous waste" or "toxic materials" as those terms are used in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 O.K. § 9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 52 U.S.C. Sections 9601 et seq., as amended, the Toxic Substance Control Act (or any regulations promulgated under the foregoing) or any other present or future federal, state or local law, ordinance, rule or regulation (including but not limited to the Illinois Environmental Protection Act (IEPA)), including extremely flammable substances, explosives, radioactive materials and petroleum/petroleum products (collectively, "**Hazardous Substances**"); provided, however, that the foregoing prohibition shall not be applicable to normal and reasonable amounts of cleaning and pest control supplies reasonably necessary for maintenance of the Premises so long as such materials are properly, safely and

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lawfully stored and used by Tenant and the quantity of the same does not equal or exceed a "reportable quantity" as defined under CERCLA.

IX.16 Insurance. Tenant shall procure and maintain at its own cost, occurrence based policies of commercial general liability insurance providing bodily injury, personal injury and property damage coverages with contractual liability coverage for the agreements of indemnity provided for under this Lease with such limits as may be reasonably requested by Landlord from time to time, which as of the date hereof shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate limit of coverage (which limit shall apply only to claims arising out of this Lease and Tenant's activities at or about the Premises) insuring Tenant from all claims, demands or actions for injury to or death of any person or persons and for damage to property made by, or on behalf of, any person or persons, firm or corporations, arising from, related to or connected with the Premises. Landlord and its property manager must be a named additional insured on all policies, with a waiver of subrogation.

IX.17 Tenant's Work. For any construction work performed by or for Tenant, certificates of liability insurance in reasonable amounts, protecting and holding Landlord harmless in connection with such work, shall be obtained by Tenant at Tenant's sole cost and expense, and the original of such certificates of liability insurance, together with a copy of the policy of insurance relating thereto (when available), shall be delivered to Landlord before the commencement of such work. Prior to the commencement of such work, Tenant shall furnish to Landlord a firm contract, or series of contracts, relating to the doing of the work and for the providing of labor and materials included with such repairs, remodeling and improvements, from a contractor or series of contractors for Landlord's approval. The contractor shall clean the work area daily, install appropriate policing and safety measures in all public areas, including, without limitation the exterior of the building and to be responsible for the proper conduct of all employees of the contractor. All work shall be conducted so as not to interfere with the other tenants, licensees and other occupants or users of the building. Landlord shall have the right to stop work if Landlord determines that Tenant's Work is unreasonably interfering with other tenants, licensees and other occupants or users of the building. Tenant hereby agrees to indemnify and save Landlord harmless from and against any and all liens that may be filed against Landlord's property or title as a result of such work. Tenant warrants that all work shall be done in a good and workmanlike manner, pursuant to the aforesaid plans and specifications, and in compliance with the building and zoning laws and other laws, ordinances, orders, rules, regulations and requirements of all state, federal and municipal governments, and the appropriate departments, commissions, boards and officers thereof. All of Tenant's contractors and subcontractors of its contractors shall carry public liability insurance with at least \$1,000,000 single limit broad form coverage and worker's compensation insurance, and each such insurance policy shall name Landlord and its agents as additional named insureds. Each such contractor and subcontractor shall submit to Landlord proof of such insurance before they may begin work on the Premises and Landlord shall be an additional named insured. If any lien or charge for the payment of money owed by Tenant shall be filed against the Premises or any improvements thereon or against Landlord, or if any form of security agreement shall be filed with respect to equipment or materials used in the construction or alteration of any such improvement, which creates a lien or other charge upon or otherwise adversely affect Landlord's interest in the Premises, then Tenant shall, at its own cost and expense, cause the same to be canceled or discharged by bond deposited within a title company within twenty-one (21) days

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after notice of filing thereof, or deliver to Landlord within said 21 day period an amount of money equal to one hundred fifty percent (150%) of said lien amount, to be held by Landlord as security for payment of said lien. Should Tenant fail to furnish such security or pay any such lien or charge or other cost or expense in connection with the Premises or any improvements thereon, Landlord may, at its option and in addition to any other remedy hereunder, pay the same, in which event the amount of any such payment shall become immediately due and payable by Tenant to Landlord as Additional Rent hereunder, with interest thereon from the date of payment by Landlord to the date Tenant pays such amount to Landlord, at an annual rate of twelve percent (12%).

9.18 WAIVER OF TRIAL BY JURY. TENANT AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS LEASE.

9.19 Indemnification. Tenant agrees to indemnify, defend and save Landlord harmless against and from any and all claims by or on behalf of any person or entity, arising from the conduct or management of the business conducted on the Premises or from any work or thing done by or on behalf of Tenant or by its subtenants, agents, employees, contractors, officers, directors, licensees, sublicensees or invitees on or about the Premises and/or the Shopping Center, and will further indemnify and save Landlord harmless against and from any and all claims arising during or after the Lease Term from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or arising from any act of negligence or willful misconduct of Tenant, or any of its subtenants, agents, contractors, employees, officers, directors, licensees or sublicensees, and from and against all costs, counsel fees, expenses and liabilities arising from any such claim or action or proceeding brought thereon. If any action or proceeding is brought against Landlord or reason of any such claim, Tenant, upon request of Landlord, shall defend such action or proceeding by counsel reasonably satisfactory to Landlord. This indemnification provision shall survive the expiration or other termination of this Lease.

9.20 Attorneys' Fees. In the event that Landlord and Tenant become involved in any proceeding to enforce this Lease or the rights, duties or obligations hereunder, the prevailing party in such proceeding shall be entitled to receive, as part of any award, reasonable attorney's fees and costs incurred.

9.21 Quiet Enjoyment. Landlord covenants that Tenant, upon paying all Rent and performing all covenants and agreements on its part to be performed, shall have quiet enjoyment and possession of the Premises during the Term, as extended, without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

9.22 Mixed Use Development. It is hereby understood and agreed that the Shopping Center is part of a mixed use development consisting of both a retail use and a residential use (the "**Residential Parcel**") within the same building. Accordingly, Tenant shall not act or fail to act in any way that could interfere with, annoy or adversely affect the residents of the Residential Parcel or create a nuisance within the building of which the Shopping Center is a part. In

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furtherance of the foregoing, Tenant is prohibited from attaching any noise or vibration generating equipment or apparatus directly to the underside of the structural components or concrete plank that demises the Premises from the residential component of the Building. The Residential Parcel shall be excluded from the definition of the Shopping Center.

9.23 Landlord's Lien. In addition to any statutory landlord's lien, now or hereafter enacted, Tenant grants to Landlord, to secure performance of Tenant's obligations hereunder, a security interest in all of Tenant's property situated in or upon, or used in connection with, the Premises or the Shopping Center, and all proceeds thereof (except merchandise sold in the ordinary course of business) (collectively, the "**Collateral**"), and the Collateral shall not be removed from the Premises or the Shopping Center without the prior written consent of Landlord until all obligations of Tenant have been fully performed. Such personalty thus encumbered includes specifically all trade and other fixtures for the purpose of this Section and inventory, equipment, contract rights, accounts receivable and the proceeds thereof. Upon the occurrence of an Event of Default, Landlord may, in addition to all other remedies, without notice or demand except as provided below, exercise the rights afforded to a secured party under the Uniform Commercial Code of the state of Illinois (the "**UCC**"). To the extent the UCC requires Landlord to give to Tenant notice of any act or event and such notice cannot be validly waived before a default occurs, then five-days' prior written notice thereof shall be reasonable notice of the act or event. In order to perfect such security interest, Landlord may file any financing statement or other instrument necessary at Tenant's expense at the state and county UCC filing offices. Tenant grants to Landlord a power of attorney to execute and file any financing statement or other instrument necessary to perfect Landlord's security interest under this Section, which power is coupled with an interest and is irrevocable during the Term. Landlord may also file a copy of this Lease as a financing statement to perfect its security interest in the Collateral. Within five days following written request therefor, Tenant shall execute financing statements to be filed of record to perfect Landlord's security interest in the Collateral.

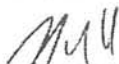
9.24 Prior Judgment. Landlord and Tenant acknowledge that Landlord had a judgment entered against Tenant in Cook County, Illinois in the amount of \$42,277 (the "**Judgment**"). Landlord and Tenant agree that so long that Tenant completes all of its payment obligations set forth in this Lease and in this Section 9.24, it will forgive the Judgment. In the event that Tenant does not timely pay all amounts owed in this Lease and in this Section 9.24, Landlord shall have all rights and remedies including enforcement of the Judgment. In addition to the Rent obligations set forth herein, Tenant shall make a payment of \$10,000.00 to Landlord on the Effective Date and Tenant shall pay Landlord an additional amount of \$455.00 per month beginning November 1, 2016 for a period of thirty-three (33) months for additional payment to Landlord of \$15,000.

9.25 Guaranty. This Lease is subject to the execution of the Guaranty of Lease attached as Exhibit B by Balwinder Chhokar ("**Guarantor**").

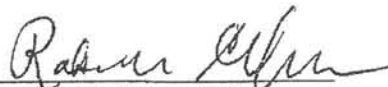
[EXECUTIONS ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto executed this Lease as their respective free and voluntary act, as of the date first above set forth.

**LANDLORD:**  
BARTLETT COMMERCIAL LLC,  
an Illinois limited liability company,

By:   
Name: David Horvitz  
Its: Manager

**TENANT:**  
SUNNY CHOPRA GROUP, INC.,  
an Illinois corporation

By:   
Name: Rakesh "Sunny" Chopra  
Its: President

**EXHIBIT A**  
**SHOPPING CENTER RULES AND REGULATIONS**

The following rules and regulations shall apply to Tenant's use of the Premises and the Shopping Center, and the appurtenances thereto:

1. The Common Area shall not be obstructed by Tenant or used for purposes other than parking, ingress and egress to and from the Premises and for going from one to another part of the Shopping Center.
2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees or invitees, shall be paid by Tenant.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Shopping Center without the prior written consent of Landlord. No nails, hooks or screws shall be driven or inserted in any exterior part of the Shopping Center.
4. Tenant shall not make or permit any vibration or improper, objectionable or unpleasant noises or odors in the Shopping Center or otherwise interfere in any way with other tenants or persons having business with them.
5. No machinery of any kind (other than normal office, store or restaurant equipment) shall be operated by Tenant without Landlord's prior written consent, nor shall Tenant use or keep in the Shopping Center any flammable or explosive fluid or substance.
6. Landlord will not be responsible for lost or stolen personal property, money or jewelry from a tenant's premises or public or common areas.
7. No vending or dispensing machines of any kind may be maintained in any leased premises without the prior written permission of Landlord.
8. Tenant shall not conduct any activity on or about the Premises or Shopping Center which will draw pickets, demonstrators, or the like.
9. All vehicles are to be currently licensed, in good operating condition, parked for business purposes having to do with Tenant's business operated in the Premises, parked within parking spaces designated by Landlord from time to time, one vehicle to each space. No vehicle shall be parked as a "billboard" vehicle in the parking lot.
10. No tenant may enter into phone rooms, electrical rooms, mechanical rooms, or other service areas of the Shopping Center unless accompanied by Landlord or the property manager.
11. Tenant will not permit any of its customers or agents to bring onto the Shopping Center any handgun, firearm or other weapons of any kind or illegal drugs.

**VILLAGE OF BARTLETT  
COMMUNITY DEVELOPMENT DEPARTMENT  
RECEIPT**

**DATE** 5/23/16

**CASE#** 16-06

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**DEVELOPMENT NAME:** DCR Liquor License (D'Licious)

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**PETITIONERS NAME:** Rakesh Chopra

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**ADDRESS:** 225 S. Main Street, Bartlett

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**PHONE #:** 808-364-9708

---

**CONTACT PERSON IF NOT PETITIONER:**

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**EMAIL ADDRESS:** SunnyChopragroup1@gmail.com

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**CONTACT PERSONS MOBILE PHONE #:**

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**TYPE OF DEVELOPMENT REQUEST:** Special Use for Liquor

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**APPLICATION FEE:** \$ 400.00

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**PUBLIC WORKS FEE FOR STREET SIGNS:** \$N/A

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**TOTAL DUE:** \$ 400.00

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**AMOUNT PAID:** \$ 400.00 CASH

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**BALANCE DUE:** \$0

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**POLICE DEPARTMENT MEMORANDUM**  
**16-31**

**DATE:** June 1, 2016  
**TO:** Paula Schumacher, Assistant Village Administrator  
**FROM:** Kent F. A. Williams, Chief of Police  
**RE:** Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Rakesh Chopra

Business: D'Licious Crepes & Roti

The applicant's criminal records were checked through the Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

There is no record that would disqualify him as an applicant under Illinois Law.

KFAW/hma

cc: Diane Czerwinski  
File