

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**MARCH 16, 2021**  
**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 Minutes – March 2, 2021
- \*7. BILL LIST: March 16, 2021
8. TREASURER'S REPORT: January, 2021  
Sales Tax Report – January, 2021  
Motor Fuel Tax Report – December, 2020

9. PRESIDENT'S REPORT: None
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)
12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN REINKE

1. None

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

- \*1. Tekkie's Computer & Gadget Repair BEDA Application Approval

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

- \*1. Resolution Approving of the Agreement for Traffic Engineering & Planning Services Between the Village of Bartlett and BLA, Inc.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

1. None

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN SUWANSKI

- \*1. Resolution Approving of a Professional Services Agreement Between the Village of Bartlett and Trotter and Associates, Inc. for the Herrick House Lift Station and Force Main Rehabilitation
- \*2. Resolution Approving the Removal of Dead Trees in the Heritage Oaks Tree Preservation Easement at 320 S. Oak Ave.
- \*3. Ordinance Accepting the Public Improvements for the Express Car Wash at 1255 West Lake Street
- \*4. Resolution Approving the Amendment and Extension to the Agreement Between the Village of Bartlett and Synagro Central, LLC

13. NEW BUSINESS

- A. Straight Flush Class B Liquor License Request

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



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March 2, 2021**

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1. CALL TO ORDER

President Wallace called the regular meeting of March 2, 2021 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. and NOTICE IS HEREBY GIVEN pursuant to Section 7(e) of the Open Meetings Act as set forth in Senate Bill 2135 signed by Governor J.B. Pritzker on June 12, 2020, making it effective upon said signing ("SB 2135"), that the regular meeting of the Village President and Board of Village Trustees of the Village of Bartlett (the "Village Board") scheduled to be held on March 2, 2021 at 7:00 p.m. at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, may be conducted by audio or video conference without a physical quorum of the members of the Village Board present because an in-person meeting is not practical or prudent due to a disaster, that being COVID-19 pandemic and the applicable restrictions imposed under various laws rules, restrictions, Executive Orders and/or announcements issued by Illinois Governor J.B. Pritzker and/or Ngozi O. Ezike MD, Director of the Illinois Department of Public Health, including without limitation "Restore Illinois: A Public Health Approach to Safely Reopen Our State", which currently limits gatherings to the lesser of 50 people or 50% of the capacity of the meeting room as a public health measure.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Economic Development Coordinator Tony Fradin, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Assistant Finance Director Matt Coulter, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Head Golf Professional Phi Lenz, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Chaplain Breanne Fuelling from the Bartlett Police Department gave the invocation.

4. PLEDGE OF ALLEGIANCE



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5. CONSENT AGENDA

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

There were no additions or subtractions to the Consent Agenda.

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

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

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

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

NAYS: None

ABSENT: None

MOTION CARRIED

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

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

8. TREASURER'S REPORT - None

9. PRESIDENT'S REPORT

Trustee Deyne read a Proclamation Celebrating the 130<sup>th</sup> Anniversary of the Village of Bartlett's Incorporation.

Trustee Deyne read a Proclamation Recognizing Bartlett Hills Golf Course Superintendent Kevin DeRoo upon his Retirement from the Village of Bartlett.



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President Wallace read a Proclamation Recognizing Long-Time Employee Russ Kinney upon his Retirement from the Village of Bartlett.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized birthdays and anniversaries of the board and staff.

11. TOWN HALL

**Nick Anderson, 514 Tamarack Drive**

Mr. Anderson addressed the Naperville Road issue. He understood that the board is sick of hearing from them but the situation has not improved in the six months since they have addressed the board. He stated that they are going to keep coming and complaining until something is done. He appreciated the board's help on this.

**George Lebron, 507 Tamarack Drive**

Mr. Lebron stated that he has been complaining about traffic for about three years. He wanted to know if there was an update from Cook County for a meeting regarding the traffic study?

Village Administrator Paula Schumacher stated that they have sent both reports to the county transportation supervisor. He is working with his staff on the truck weight issue. They have asked questions as well as additional information so she believes that they are doing their due diligence on the reams of information that we sent them. They are also working on a truck wayfinding sign plan that is still in draft form and is being reviewed by the traffic consultant. They have also done some truck diplomacy with the business owners in Brewster Creek and sent information to them asking them to be better neighbors and work with their drivers to use different routes other than Naperville Road. They are working with Cook County to have that meeting in March and they will get all the traffic consultants together to review the plan and the recommendations that the village has asked them to take a look at. They will be looking at multiple counties to be partners on that endeavor.

Trustee Gandsey asked if they had heard back from any of the businesses regarding this request.

Ms. Schumacher stated that a few of them indicated that they would try and cooperate as best as they could. They do have some limitations since some of the drivers are not their employees.



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Trustee Gandsey asked if we could get that information out to the truck drivers that are not employees.

President Wallace stated that independent contractors don't necessarily listen to anyone. They find a truck route and they take it. They will do everything they can to follow up on those letters but that is about all we could do.

Mr. Lebron stated that the worst is coming with the summer and gravel trucks speeding. He stated that his subdivision was nice and quiet and now there are about 100 vehicles going up and down this two-lane residential highway. He spoke about noise and vibrations and being kept up all night. He felt that somehow this has to be escalated in order to get traction. He spoke about the decibel noise limit and felt that it would be extremely high in his area. He spoke about upcoming construction and large buildings in Brewster Creek as well as the proposed apartment complex right next to Timbercrest with 310 parking spots that want access to their street. He asked if there was some way to escalate this and get the county to start meetings. Being a long time resident he felt that Bartlett was losing its small-town feel.

President Wallace stated that they are doing everything they can to push this along and suggested that the residents go directly to the people with authority at Cook County. He stated that when the voters start going there, that is when they will really start listening.

Ms. Schumacher stated that the mayor did send a letter to the county mentioning the forthcoming surveys. We want to give them a chance to do their due diligence because we are asking them for over \$2 million for improvements on Naperville Road. She certainly understands George's urgency, they sat in those meetings together, and we certainly don't like that it's lingered as long as it has. We tried a couple of different types of solutions and now are coming back with more. We want to make sure that the county does have the ability to look at the data provided to them, make our case to them, and make those funds available to us.

Mr. Lebron stated that he has had several meetings with county and staff and the county is clueless. He really thinks that the village is accountable for this with their lack of vision and long-term planning.

Trustee Deyne stated that he was on the Plan Commission in the 90's and they were specifically looking at site development. There were traffic studies that they relied on and that is how some of this has developed. Their decisions were made by the information that they got from the consultants hired and were based on the information they had. We can't go back and fix that but we can fix the problem that we have now in his area. Everyone on this board is sympathetic to their needs and are doing everything they



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possibly can to correct the situation. He stated that they just have to be a little more patient.

Trustee Suwanski stated that she drove down Naperville Road recently and agreed that it is very tight in that area.

Mr. Anderson asked if they should attend the staff meeting with Cook County. They would be willing to attend any event of which they could talk about their situation.

Trustee Gandsey asked if he had shown his video to anyone else.

Mr. Anderson said that he welcomed the village to use the video on social media.

**Lawrence Airdo, 500 Tamarack Drive**

Mr. Airdo stated that he thought he bought a house in a quiet neighborhood five years ago. This changed and is not quiet anymore. The gravel trucks are the worst ones that just fly by and it is impossible to turn right or left out of their subdivision.

**Cathy Johnson, 1256 Tamarack Drive**

Ms. Johnson stated that she has lived in the Timberline development for 18 years. She can attest that there have been numerous changes and she no longer feels safe trying to pull out of her development. If you are driving northbound on Naperville Road and you try to pull into her subdivision, cars are on her back end and she worries that they are going to run into her. The traffic flow is absolutely horrible. She spoke about the turnaround and asked how it will slow traffic down further north on Naperville Road.

President Wallace stated that the idea of a turnaround will typically make a lot of the trucks not want to go down that road.

She asked about the guardrails that were put up by Villa Olivia and asked if they were thinking about putting anything along the townhomes on Naperville Road for their protection.

President Wallace stated that it was something that Cook County would have to do.

Trustee Reinke stated that those guardrails do need to be extended.

Ms. Johnson stated that she can't imagine those apartments and the cars coming through the Timberline development. How could their development handle these additional cars?



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12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Resolution 2021-21-R, a Resolution Approving the Renewal Contract for Elevator Inspection Services Between the Village of Bartlett and Thompson Elevator Inspection Service, Inc. was covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey presented Ordinance 2021-19, an Ordinance Extending Temporary Outdoor Dining Permits and Amending Ordinance No. 2020-74. She stated that it was about extending temporary outdoor dining permits through 2021. All the regulations and temporary liquor licenses are intact.

Trustee Gandsey moved to approve Ordinance 2021-19, an Ordinance Extending Temporary Outdoor Dining Permits and Amending Ordinance No. 2020-74 and that motion was seconded by Trustee Deyne.

Trustee Gandsey asked if the restaurants found this beneficial last year.

Planning & Development Director Roberta Grill stated that the restaurants appreciated the outdoor dining and it was very successful for them. The patrons, residents and restaurant owners have had only positive feedback.

ROLL CALL VOTE TO APPROVE ORDINANCE 2021-19 EXTENDING TEMPORARY  
OUTDOOR DINING PERMITS

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

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.



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

Trustee Carbonaro stated that there was no report.

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

Trustee Suwanski presented Resolution 2021-20-R, a Resolution Approving of the Contract for the Bartlett Brush Collection Agreement Between the Village of Bartlett and Trees "R" Us, Inc.

Trustee Suwanski moved to approve Resolution 2021-20-R, a Resolution Approving of the Contract for the Bartlett Brush Collection Agreement Between the Village of Bartlett and Trees "R" Us, Inc. and that motion was seconded by Trustee Deyne.

Trustee Gandsey wondered how people feel who don't need the service or are ineligible. Is this the right solution or are there other ones we need to explore before we approve something like this?

Trustee Deyne stated that when they first entered into the contract they had a lot of complaints about bundling. He has not received any calls lately and thinks that people just got use to the bundling.

Trustee Suwanski asked how long is the current contract with Groot.

Assistant Village Administrator Scott Skrycki stated that there are two years left to the contract. When the board asked them to look into this brush program, they contacted Groot and asked if they would be willing to negate their brush portion should the board go forward with this alternate brush program. They said they would be willing to do that if we gave them an extension, because we are asking them to take revenue off the books. If it was a few years ago, the issues we had, given the complaints about the billing and the brush, this would have been a poor idea. The complaints have gone down and to put it in a historical perspective, residents with this extension would be paying less for their services in 2022 than they were in 2012. He didn't think you could find that kind of fee comparison in any of the communities around here. The rates would actually freeze for the first year of the contract and then go up the standard 3% the second year.

Trustee Suwanski discussed the rates.

The \$0.51 would be removed from the resident's bill for weekly bundled pick-up and \$1.70 per household would be added for once monthly unbundled brush pick-up (this charge would not appear on the resident's bill but would be paid by the levy).



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Trustee Reinke stated that the solution is more expensive than leaving things as-is.

President Wallace stated that the primary complaint about the service is bundling. He thought they were making a mountain out of a mole hill. We can do one of two things - cut out the unbundled weekly pickup and save \$0.51 per month and let them do their own thing -or- for \$1.70 per household per month, they would get one pick-up per month with no bundling.

Trustee Deyne stated that this is not worth discussing and is insignificant.

Trustee Hopkins asked if it would be possible for the public works department to go back to doing it but in a different manner. Could a resident go on their smart phone or computer and request a brush pick up? That would be more efficient. He recently received a memo that stated it was approximately \$100,000 per year for those employees to provide brush pick up. That's more than half of what Trees "R" Us would charge us. He understood that they want to get out of the business and our employees are doing other things but could they bring in seasonal employees to cover that.

Public Works Director Dan Dinges stated that anything is possible. You can hire seasonal or use full-time employees. It all gets down to what you want to accomplish. The seasonal employees would help because it would allow our full-time employees to continue working on infrastructure which he feels is more important than picking up brush. We are able to get parkway tree trimming, concrete, storm sewer, and all those things are things that we could not have got done when we were picking up brush. It would be a matter of finding a new source and he didn't know if hiring temp help was the answer.

Administrator Schumacher stated that she would like to compare that with the \$1.70. Can we hire seasonal employee's and do we need a grappling truck? We can certainly cost it out.

Trustee Carbonaro asked what the insurance would cost to cover this endeavor.

Administrator Schumacher stated that brush pick up with the chipper yielded eye injuries, bee stings, back injuries, etc. and we would have to look at that as well.

Trustee Hopkins stated that they are doing more tree trimming, so they are still in that environment. He talked about brush laying out at the curbside and people dumping it in easements. He thought it was a serious problem and people do not want to bundle.

Trustee Deyne asked for the annual costs per year.



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Assistant Administrator Skrycki stated \$1.70 per household per month minus \$0.51 per month per household. Approximately \$1.20 per month per household.

Trustee Deyne stated that for \$1.20 per month he did not want to see public works being involved with this. He concurs with the memo that Paula sent out today where we pay Groot for this pick up. It is not worth having a conversation for \$1.20.

Trustee Hopkins stated that he understood his point but maybe there is a way that public works can get back involved with this.

Trustee Deyne stated that he does not want public works involved in it.

Trustee Hopkins understood that he didn't but if it is a cost factor and we could lower these costs...

Trustee Deyne stated that we are then taking them away from other responsibilities that they can do right now.

Trustee Hopkins stated that is why he talked about hiring seasonal employees. He thought this item should be moved back to the Committee so they can discuss it in more detail.

Trustee Deyne motioned to Call the question and that motion was seconded by Trustee Carbonaro.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2021-20-R APPROVING CONTRACT FOR BRUSH COLLECTION WITH TREES "R" US**

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

President Wallace asked staff to try and figure something out with this like a Go Request, etc. and Groot will continue doing what they are doing.

Administrator Schumacher stated that they will put together a valet brush collection where people would do it through a Go Request with seasonal employees.

President Wallace stated that it is a little disheartening to get to this point because when we were asking them to put together this study, no one mentioned the fact that they were



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not interested in having an outside contractor do the brush pick up. It is very disappointing to have this come up now. In the future, when we ask the staff to look into brush collection, we need to make sure we are very specific as to what we are looking for. He asked staff to rework things and let Groot know that they are still on the hook until we figure something else out.

Trustee Suwanski stated that Resolution 2021-22-R, a Resolution Approving the West Bartlett Road/Devon Avenue Bike Path Replacement & Bioswale Project Agreement Between the Village of Bartlett and Schroeder Asphalt Services, Inc.; Resolution 2021-23-R, a Resolution Approving the Sanitary Sewer Main Lining Agreement Between the Village of Bartlett and Hoerr Construction, Inc.; Resolution 2021-24-R, a Resolution Approving of the Village of Bartlett FY20/21 Sanitary Sewer Lateral Lining and Vac-A-Tee Installation Project Agreement Between the Village of Bartlett and Performance Pipelining, Inc. were covered and approved under the Consent Agenda.

13. NEW BUSINESS - None

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURN

President Wallace stated that the Board would be going directly into the Committee of the Whole meeting following adjournment.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:55 p.m.

Lorna Giles  
Village Clerk

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/16/2021**

**100-GENERAL FUND REVENUES**

**420230-BUILDING PERMITS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRON INC	VBR REG FEE/1136 SANDPIPER CT	200.00
1 BRON INC	DUPLICATE VBR PYMT/1345 NORMANDY	200.00
<b>INVOICES TOTAL:</b>		<b>400.00</b>

**430235-PLAN REVIEW FEES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RICARDO GARCIA	PERMIT REFUND	45.00
<b>INVOICES TOTAL:</b>		<b>45.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - MARCH 2021	303,242.99
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - FEB 2021	7,152.45
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - MARCH 2021	4,446.61
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/MAR 2021	904.70
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - MARCH 2021	15,712.73
<b>INVOICES TOTAL:</b>		<b>331,459.48</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	175.72
<b>INVOICES TOTAL:</b>		<b>175.72</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	ENVELOPES/MAILING TAPE	66.86
<b>INVOICES TOTAL:</b>		<b>66.86</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	EMPLOYMENT LAW SEMINAR FEE	129.00
<b>INVOICES TOTAL:</b>		<b>129.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	VIZIO LED SMARTCAST TV	467.49
<b>INVOICES TOTAL:</b>		<b>467.49</b>

\*\* Indicates pre-issue check.

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**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM EXPENSES/SUPPLIES	300.89
	<b>INVOICES TOTAL:</b>	<b>300.89</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	31.55
	<b>INVOICES TOTAL:</b>	<b>31.55</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	225.00
	<b>INVOICES TOTAL:</b>	<b>1,150.00</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
	<b>INVOICES TOTAL:</b>	<b>2,000.00</b>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	90.80
	<b>INVOICES TOTAL:</b>	<b>90.80</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA DUES/JOB POSTING FEES	250.00
	<b>INVOICES TOTAL:</b>	<b>250.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	LIQUOR LICENSES	128.93
1 CREEKSIDE PRINTING	BUSINESS LICENSES	151.11
	<b>INVOICES TOTAL:</b>	<b>280.04</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	BULK MAILING PERMIT FEE	245.00
1 FEDERAL EXPRESS CORP	BC TIF PAYOUT	19.08

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 264.08

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA DUES/JOB POSTING FEES	500.00
		<u>INVOICES TOTAL: 500.00</u>

**1500-PLANNING & DEV SERVICES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	57.43
		<u>INVOICES TOTAL: 57.43</u>

**523110-LEGAL PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL NOTICE	88.50
		<u>INVOICES TOTAL: 88.50</u>

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	100.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	425.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	420.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,467.40
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	3,409.40
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	895.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	420.00
1 KESLIN ENGINEERING INC	PLAN REVIEW SERVICES	3,152.71
1 THOMPSON ELEVATOR INSPECTION	PLAN REVIEW SERVICES	200.00
1 V3 COMPANIES LTD	ROUTE 59/LAKE STREET PROJECT	512.50
		<u>INVOICES TOTAL: 11,002.01</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	AIR PURIFIERS	386.23
1 AMAZON CAPITAL SERVICES INC	AIR PURIFIER	159.79
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	46.96
		<u>INVOICES TOTAL: 592.98</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APA SEMINAR REGISTRATION FEES	650.00
1 BRIAN GORALSKI	SBOC SCHOOL TRAINING	65.00
		<u>INVOICES TOTAL: 715.00</u>

\*\* Indicates pre-issue check.

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**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	IPIA ANNUAL DUES	70.00
1 KENNETH BURRIS	IL STATE PLUMBING LICENSE RENEWAL	150.00
<b>INVOICES TOTAL:</b>		<b>220.00</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	IPAD CASES	103.80
1 AMAZON CAPITAL SERVICES INC	DOCUMENT SCANNER	329.02
<b>INVOICES TOTAL:</b>		<b>432.82</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	107.48
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	56.15
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	176.16
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	120.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	464.14
<b>INVOICES TOTAL:</b>		<b>2,158.93</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	659.96
** 1 CARDMEMBER SERVICE	LICENSE PLATE RENEWAL FEES	154.40
1 SQUEAKY G'S CAR WASH INC	FEBRUARY 2021 CAR WASHES	114.00
1 SQUEAKY G'S CAR WASH INC	JANUARY 2021 CAR WASHES	45.00
1 ULTRA STROBE COMMUNICATIONS INC	MICROPHONE REPLACEMENT	49.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	441.84
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	54.90
<b>INVOICES TOTAL:</b>		<b>1,860.12</b>

**526050-VEHICLE SET UP**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EBY GRAPHICS INC	VEHICLE GRAPHICS APPLICATIONS	2,750.00

\*\* Indicates pre-issue check.

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1 ULTRA STROBE COMMUNICATIONS INC	VEHICLE EQUIPMENT PURCHASE	3,597.68
1 ULTRA STROBE COMMUNICATIONS INC	VEHICLE EQUIPMENT PURCHASE	3,597.68
1 ULTRA STROBE COMMUNICATIONS INC	VEHICLE EQUIPMENT PURCHASE	3,597.68
	<b>INVOICES TOTAL:</b>	<b>13,543.04</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	FRAME FOR CALEA CERTIFICATE	26.88
1 EVIDENT INC	EVIDENCE SUPPLIES	276.70
1 THE FINER LINE INC	SERVICE AWARDS	435.00
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER VACCINATIONS	73.60
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	357.04
1 STREICHER'S INC	RETIREMENT BADGES/HOLDERS	284.00
1 WAREHOUSE DIRECT	TONER	105.99
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.79
1 WAREHOUSE DIRECT	INK CARTRIDGES/FILE FOLDERS	200.76
1 WAREHOUSE DIRECT	INK CARTRIDGE	98.64
1 WAREHOUSE DIRECT	INK CARTRIDGE	139.73
** 1 WILDFIRE DESIGNZ	INVESTIGATIONS WALL BADGE	700.00
	<b>INVOICES TOTAL:</b>	<b>2,821.13</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	BODY ARMOR	648.99
	<b>INVOICES TOTAL:</b>	<b>648.99</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	213.93
	<b>INVOICES TOTAL:</b>	<b>213.93</b>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KIESLER'S POLICE SUPPLY INC	AMMUNITION PURCHASE	1,089.06
1 KIESLER'S POLICE SUPPLY INC	AMMUNITION PURCHASE	1,582.70
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	5.99
	<b>INVOICES TOTAL:</b>	<b>2,677.75</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/FILE FOLDERS	213.01
1 WAREHOUSE DIRECT	PENS/NOTEPADS/LABELS	99.75
	<b>INVOICES TOTAL:</b>	<b>312.76</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	10.71

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 10.71

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SOAP DISPENSERS	99.00
1 AMAZON CAPITAL SERVICES INC	CORDLESS VACUUM	259.31
		<u>INVOICES TOTAL: 358.31</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	400.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	125.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	510.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	75.00
1 SAFARILAND LLC	TRAINING REGISTRATION/J MAERTZIG	775.00
		<u>INVOICES TOTAL: 1,885.00</u>

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PHYSICIANS IMMEDIATE CARE - CHICAGO	PERSONNEL TESTING	805.00
		<u>INVOICES TOTAL: 805.00</u>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	UTILITY CART/BULLHORN/SUPPLIES	243.48
		<u>INVOICES TOTAL: 243.48</u>

**544001-PRISONER DETENTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT SOAP N SUDS	DETENTION LAUNDERING SERVICES	17.00
		<u>INVOICES TOTAL: 17.00</u>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PHYSICIANS IMMEDIATE CARE - CHICAGO	PERSONNEL TESTING	241.00
1 STANARD & ASSOCIATES INC	SERGEANT PROMOTIONAL EXAM	7,337.56
		<u>INVOICES TOTAL: 7,578.56</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	TACTICAL EQUIPMENT	3,350.00
** 1 SRN SYSTEMS INC	NOMAD LIGHT TOWER	1,983.47
		<u>INVOICES TOTAL: 5,333.47</u>

**570105-EQUITABLE SHARING EXPENSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	VEHICLE EQUIPMENT PURCHASE	6,626.21

\*\* Indicates pre-issue check.

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1 ULTRA STROBE COMMUNICATIONS INC	VEHICLE EQUIPMENT PURCHASE	6,626.21
	<b>INVOICES TOTAL:</b>	<b>13,252.42</b>

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALTORFER INDUSTRIES INC	WHEEL LOADER RENTAL	4,600.00
1 COMCAST	CABLE SERVICE	2.09
1 VERIZON WIRELESS	WIRELESS SERVICES	264.86
1 VERIZON WIRELESS	WIRELESS SERVICES	103.20
	<b>INVOICES TOTAL:</b>	<b>4,970.15</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	6,183.33
1 NICOR GAS	GAS BILL	361.69
1 NICOR GAS	GAS BILL	790.05
1 NICOR GAS	GAS BILL	873.40
1 NICOR GAS	GAS BILL	1,100.62
	<b>INVOICES TOTAL:</b>	<b>9,309.09</b>

**524230-SNOW PLOWING CONTRACTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CORNERSTONE LAND & LAWN INC	SNOW REMOVAL SERVICES	3,825.00
	<b>INVOICES TOTAL:</b>	<b>3,825.00</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	3,422.84
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	215.00
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENT	654.09
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	50.00
	<b>INVOICES TOTAL:</b>	<b>4,341.93</b>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DTN LLC	WEATHER INFORMATION SERVICE	654.00
	<b>INVOICES TOTAL:</b>	<b>654.00</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	EVP EQUIPMENT UPGRADE/INSTALL	3,048.00
1 MEADE ELECTRIC CO INC	EVP EQUIPMENT UPGRADE/INSTALL	3,169.00
1 MEADE ELECTRIC CO INC	EVP EQUIPMENT UPGRADE/INSTALL	3,048.00
1 MEADE ELECTRIC CO INC	EVP EQUIPMENT UPGRADE/INSTALL	3,169.00
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 13,435.00

**527140-TREE TRIMMING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KRAMER TREE SPECIALISTS INC	TREE TRIMMING SERVICES	18,902.00
		<u>INVOICES TOTAL: 18,902.00</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTO TRUCK GROUP	MATERIALS & SUPPLIES	1,193.16
1 GRAINGER	FLOOR SQUEEGEES	123.56
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	712.85
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	8.80
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	13.15
		<u>INVOICES TOTAL: 2,051.52</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGE	86.21
1 WAREHOUSE DIRECT	INK CARTRIDGE	76.21
1 WAREHOUSE DIRECT	COFFEE/CREAMER/POCKET FILES	45.33
		<u>INVOICES TOTAL: 207.75</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTO TRUCK GROUP	MAINTENANCE SUPPLIES	2,169.60
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	145.70
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	14.74
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	373.80
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	13.36
1 TERMINAL SUPPLY CO	FLOOD LAMPS	112.59
1 WEST SIDE TRACTOR SALES	FUEL FILTERS	152.01
1 WHOLESALE DIRECT INC	MAINTENANCE SUPPLIES	463.32
		<u>INVOICES TOTAL: 3,445.12</u>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	618.00
		<u>INVOICES TOTAL: 618.00</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	FLOOR MATS	583.47
		<u>INVOICES TOTAL: 583.47</u>

\*\* Indicates pre-issue check.

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**541600-PROFESSIONAL DEVELOPMENT**

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

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS PUBLIC WORKS	MEMBERSHIP DUES	250.00
<b>INVOICES TOTAL:</b>		<b>250.00</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING RESOURCE ASSOCIATES	ONEIDA BASIN IMPROVEMENTS	1,807.00
1 ENGINEERING RESOURCE ASSOCIATES	DEVON/W BARTLETT BIKE PATH	315.00
<b>INVOICES TOTAL:</b>		<b>2,122.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AED PROFESSIONALS	REPLACEMENT AED'S	1,699.00
<b>INVOICES TOTAL:</b>		<b>1,699.00</b>

**2200-MFT EXPENDITURES**

**583084-SCHICK/PETERSDORF RESURFACING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TREASURER STATE OF ILLINOIS	SCHICK ROAD IMPROVEMENTS	291,590.43
<b>INVOICES TOTAL:</b>		<b>291,590.43</b>

**4200-MUNICIPAL BLDG PROJECTS EXP**

**584023-GOLF COURSE FACILITY IMPROV**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	GOLF COURSE RENOVATION MAT'LS	1,676.49
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	917.50
<b>INVOICES TOTAL:</b>		<b>2,593.99</b>

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

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IEDC WEBINAR REGISTRATION	99.00
<b>INVOICES TOTAL:</b>		<b>99.00</b>

**542100-REBATES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MCKESSON MEDICAL-SURGICAL INC	ECONOMIC INCENTIVE REBATE	50,000.00

\*\* Indicates pre-issue check.

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**INVOICES TOTAL: 50,000.00**

**5000-WATER OPERATING EXPENSES**

**520025-DWC WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - JANUARY 2021	431,341.33
<b>INVOICES TOTAL:</b>		<b>431,341.33</b>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SCADA PHONE SERVICE	37.57
1 ESRI INC	GIS LICENSES	56.22
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	11,252.75
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
<b>INVOICES TOTAL:</b>		<b>13,639.87</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	360.08
1 VERIZON WIRELESS	WIRELESS SERVICES	264.86
<b>INVOICES TOTAL:</b>		<b>624.94</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	700.50
<b>INVOICES TOTAL:</b>		<b>700.50</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	893.47
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	903.63
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	410.33
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	737.16
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,806.22
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3,837.30
1 NICOR GAS	GAS BILL	304.72
1 NICOR GAS	GAS BILL	462.84
1 NICOR GAS	GAS BILL	101.98
1 NICOR GAS	GAS BILL	294.34
<b>INVOICES TOTAL:</b>		<b>10,751.99</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GERARDI SEWER & WATER CO	WATER MAIN REPAIRS	5,047.50
1 GERARDI SEWER & WATER CO	WATER MAIN REPAIRS	4,388.00
1 GERARDI SEWER & WATER CO	WATER MAIN REPAIRS	5,733.00

\*\* Indicates pre-issue check.

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1 GERARDI SEWER & WATER CO	WATER MAIN REPAIRS	4,535.00
** 1 GAIL LEWIS	REIMBURSEMENT FOR FENCE REPAIR	385.00
	<b>INVOICES TOTAL:</b>	<b>20,088.50</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	257.34
1 CORE & MAIN LP	HYDRANT FLAG MARKER	25.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	8.80
1 USA BLUE BOOK	HYDRANT MARKERS	357.37
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	66.80
	<b>INVOICES TOTAL:</b>	<b>715.31</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	STANDARD SPECS MANUAL	68.86
	<b>INVOICES TOTAL:</b>	<b>68.86</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	TOOLS/SUPPLIES	602.23
	<b>INVOICES TOTAL:</b>	<b>602.23</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	WATER/SEWER LETTERHEAD	391.00
1 WAREHOUSE DIRECT	COFFEE/CREAMER/POCKET FILES	45.34
	<b>INVOICES TOTAL:</b>	<b>436.34</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH BILLS POSTAGE	2,621.55
	<b>INVOICES TOTAL:</b>	<b>2,621.55</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	23.33
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	13.36
	<b>INVOICES TOTAL:</b>	<b>36.69</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	FLOOR MATS	583.47
	<b>INVOICES TOTAL:</b>	<b>583.47</b>

\*\* Indicates pre-issue check.

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**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AED PROFESSIONALS	REPLACEMENT AED'S	1,699.00
1 ILLINOIS CENTRAL RAILROAD CO	ANNUAL LICENSE/LEASE PAYMENT	257.15
<b>INVOICES TOTAL:</b>		<b>1,956.15</b>

**547072-DWC CAPITAL BUY IN PRINCIPAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - JANUARY 2021	36,196.20
<b>INVOICES TOTAL:</b>		<b>36,196.20</b>

**5090-WATER CAPITAL PROJECTS EXP**

**581029-WATERMAIN REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE COUNTY DIVISION	ROW PERMIT APPLICATION FEE	100.00
<b>INVOICES TOTAL:</b>		<b>100.00</b>

**581031-LEAK SURVEY/REPAIR**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	968.25
<b>INVOICES TOTAL:</b>		<b>968.25</b>

**5100-SEWER OPERATING EXPENSES**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	264.86
<b>INVOICES TOTAL:</b>		<b>264.86</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	250.00
<b>INVOICES TOTAL:</b>		<b>250.00</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRAWFORD MURPHY & TILLY	BREWSTER CREEK LIFT STATION	1,565.00
<b>INVOICES TOTAL:</b>		<b>1,565.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	59.71
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	91.03
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	57.56
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	190.54

\*\* Indicates pre-issue check.

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1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	71.29
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	250.08
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	218.66
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	237.16
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	108.38
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	292.59
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	191.60
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	290.45
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	411.33
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	859.90
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	31,996.48
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	133.12
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	271.86
1 NICOR GAS	GAS BILL	39.37
1 NICOR GAS	GAS BILL	41.71
1 NICOR GAS	GAS BILL	125.59
1 NICOR GAS	GAS BILL	555.50
1 NICOR GAS	GAS BILL	39.37
1 NICOR GAS	GAS BILL	124.54
1 NICOR GAS	GAS BILL	39.80
1 NICOR GAS	GAS BILL	42.30
1 NICOR GAS	GAS BILL	42.81
1 NICOR GAS	GAS BILL	123.55
1 NICOR GAS	GAS BILL	38.99
1 NICOR GAS	GAS BILL	92.10
1 NICOR GAS	GAS BILL	42.32

**INVOICES TOTAL: 37,079.69**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALCO LTD	DEMINERALIZER	143.00
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	17.64
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	383.85
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	8.81
1 UNITED LABORATORIES	MATERIALS & SUPPLIES	340.35
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	23.95

**INVOICES TOTAL: 917.60**

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,513.50
1 SOLENIS LLC	CHEMICAL SUPPLIES	12,709.50

**INVOICES TOTAL: 15,223.00**

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	DEMOLITION TOOLS	75.60

**INVOICES TOTAL: 75.60**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/16/2021**

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH BILLS POSTAGE	2,621.54
	<b>INVOICES TOTAL:</b>	<b>2,621.54</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOLLER CONSTRUCTION CO INC	EMERGENCY BAR SCREEN REPAIRS	4,650.00
1 FLOW-TECHNICS INC	REPLACEMENT LIFT STATION PUMP	4,498.00
1 GRAINGER	THERMOSTAT SWITCH	31.79
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	39.25
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	13.36
1 LAI LTD	MAINTENANCE SUPPLIES	312.09
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	29.04
	<b>INVOICES TOTAL:</b>	<b>9,723.53</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	FLOOR MATS	1,031.18
	<b>INVOICES TOTAL:</b>	<b>1,031.18</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AED PROFESSIONALS	REPLACEMENT AED'S	1,699.00
	<b>INVOICES TOTAL:</b>	<b>1,699.00</b>

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT/FEB 21	693.42
	<b>INVOICES TOTAL:</b>	<b>693.42</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582025-SANITARY SEWER EVALUATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	BASIN FLOW MONITORING STUDY	1,720.00
1 ENGINEERING ENTERPRISES INC	BASIN SSES ANALYSIS	2,167.50
	<b>INVOICES TOTAL:</b>	<b>3,887.50</b>

**582028-DEVON EXCESS FLOW PLANT REHB**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	3,970.00
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	3,006.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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 INVOICES DUE ON/BEFORE 3/16/2021**

INVOICES TOTAL: **6,976.00**

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
1 UNIFIRST CORPORATION	MATS	24.54
1 UNIFIRST CORPORATION	MATS	24.54
<u>INVOICES TOTAL:</u>		<b>449.08</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	98.01
1 NICOR GAS	GAS BILL	356.50
<u>INVOICES TOTAL:</u>		<b>454.51</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	41.83
<u>INVOICES TOTAL:</u>		<b>41.83</b>

**550-GOLF FUND REVENUES**

**470010-CLUBHOUSE BANQUET SALES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 NICOLE ZVARA	DEPOSIT REFUND	4,000.00
<u>INVOICES TOTAL:</u>		<b>4,000.00</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	111.90
1 COLLEY ELEVATOR COMPANY	QUARTERLY INSPECTION SERVICES	230.00
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	23.66
<u>INVOICES TOTAL:</u>		<b>365.56</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SHAW MEDIA	ADVERTISING	495.00
<u>INVOICES TOTAL:</u>		<b>495.00</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UNIVERSAL CARPET INC	DEPOSIT/CARPET TILES	3,000.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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 INVOICES DUE ON/BEFORE 3/16/2021**

**INVOICES TOTAL: 3,000.00**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	399.65
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,057.30
1 NICOR GAS	GAS BILL	1,349.57
<b>INVOICES TOTAL:</b>		<b>2,806.52</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/COTTON GLOVES	183.74
1 THE HOME DEPOT PRO	ROLL TOWELS	76.38
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	60.84
<b>INVOICES TOTAL:</b>		<b>320.96</b>

**534332-PURCHASES - GOLF BALLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	351.00
<b>INVOICES TOTAL:</b>		<b>351.00</b>

**534333-PURCHASES - GOLF CLUBS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TAYLOR MADE GOLF COMPANY INC	GOLF CLUBS	195.67
<b>INVOICES TOTAL:</b>		<b>195.67</b>

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	352.44
1 NICOR GAS	GAS BILL	409.03
1 NICOR GAS	GAS BILL	449.86
<b>INVOICES TOTAL:</b>		<b>1,211.33</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE HOME DEPOT PRO	ROLL TOWELS	37.62
<b>INVOICES TOTAL:</b>		<b>37.62</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	MAINTENANCE SUPPLIES	185.42
1 AMAZON CAPITAL SERVICES INC	EXHAUST MUFFLER	109.00
** 1 CARDMEMBER SERVICE	GAS ENGINE	124.99
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	33.25

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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 INVOICES DUE ON/BEFORE 3/16/2021**

1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	14.84
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	126.18
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	9.02
1 REINDERS INC	MAINTENANCE SUPPLIES	247.18
1 REINDERS INC	CREDIT - RETURN	-109.80
1 VALLEY HYDRAULIC SERVICE INC	MAINTENANCE SUPPLIES	2.56
<b>INVOICES TOTAL:</b>		<b>742.64</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	215.17
<b>INVOICES TOTAL:</b>		<b>215.17</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS TURFGRASS FOUNDATION	CONFERENCE REGISTRATION	100.00
<b>INVOICES TOTAL:</b>		<b>100.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST ASSOC OF GOLF COURSE	MEMBERSHIP RENEWAL/M GIERMAK	125.00
<b>INVOICES TOTAL:</b>		<b>125.00</b>

**572000-BUILDING & GROUNDS IMPROVMNTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREEN KEY LANDSCAPE DESIGN	GOLF COURSE LANDSCAPE DESIGN	300.00
<b>INVOICES TOTAL:</b>		<b>300.00</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	105.41
<b>INVOICES TOTAL:</b>		<b>105.41</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	GRIDDLE REPAIRS	600.09
1 GREAT LAKES SERVICE	COOLER REPAIRS	223.25
<b>INVOICES TOTAL:</b>		<b>823.34</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	176.22
1 NICOR GAS	GAS BILL	224.93
<b>INVOICES TOTAL:</b>		<b>401.15</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/16/2021**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/COTTON GLOVES	53.96
		<u>INVOICES TOTAL:</u>
		<u>53.96</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	194.50
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	305.20
		<u>INVOICES TOTAL:</u>
		<u>499.70</u>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	105.42
		<u>INVOICES TOTAL:</u>
		<u>163.42</u>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	FISH FRY/PRIME RIB ADVERTISING	120.00
1 EXAMINER PUBLICATIONS INC	FISH FRY/PRIME RIB ADVERTISING	120.00
1 EXAMINER PUBLICATIONS INC	FISH FRY/PRIME RIB ADVERTISING	120.00
		<u>INVOICES TOTAL:</u>
		<u>360.00</u>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	GRIDDLE REPAIRS	600.09
1 GREAT LAKES SERVICE	COOLER REPAIRS	223.25
		<u>INVOICES TOTAL:</u>
		<u>823.34</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	176.22
1 NICOR GAS	GAS BILL	224.93
		<u>INVOICES TOTAL:</u>
		<u>401.15</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/COTTON GLOVES	113.30
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	60.98
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	45.42
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	376.96
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	75.74
		<u>INVOICES TOTAL:</u>
		<u>672.40</u>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/16/2021**

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER	49.47
		<u>INVOICES TOTAL:</u>
		<u>49.47</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	246.85
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	109.91
1 GRECO AND SONS INC	FOOD PURCHASE	231.17
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	61.74
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	47.17
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,016.53
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	3,442.73
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	457.68
		<u>INVOICES TOTAL:</u>
		<u>5,613.78</u>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATIC BUILDING CONTROLS LLC	HEATING REPAIRS	620.00
1 MIDWEST MECHANICAL	QUARTERLY MAINTENANCE AGREEMENT	3,006.00
1 MIDWEST MECHANICAL	QUARTERLY MAINTENANCE AGREEMENT	384.00
		<u>INVOICES TOTAL:</u>
		<u>4,010.00</u>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	88.40
		<u>INVOICES TOTAL:</u>
		<u>88.40</u>

**523001-PERSONNEL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PHYSICIANS IMMEDIATE CARE - CHICAGO	PERSONNEL TESTING	288.00
		<u>INVOICES TOTAL:</u>
		<u>288.00</u>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	91.44
1 UNIFIRST CORPORATION	MATS	91.44
		<u>INVOICES TOTAL:</u>
		<u>182.88</u>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	308.35
1 VERIZON WIRELESS	WIRELESS SERVICES	410.11

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/16/2021**

INVOICES TOTAL: **718.46**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	1,716.22
1 NICOR GAS	GAS BILL	335.20
<u>INVOICES TOTAL:</u>		<b>2,051.42</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	RETRACTABLE BADGE REELS	30.78
1 AMAZON CAPITAL SERVICES INC	HEAVY DUTY POWER CORD	17.29
** 1 CARDMEMBER SERVICE	UPS SHIPPING CHARGES	12.50
1 CENTURY PRINT & GRAPHICS	WINDOW ENVELOPES	987.38
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	129.41
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	179.61
1 WAREHOUSE DIRECT	PAPER TOWELS	49.86
<u>INVOICES TOTAL:</u>		<b>1,406.83</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	EQUIPMENT FILTER REPLACEMENT	3,106.00
<u>INVOICES TOTAL:</u>		<b>3,106.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SEMINAR REGISTRATION FEES	198.00
<u>INVOICES TOTAL:</u>		<b>198.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WEBCAM WITH MICROPHONE	59.99
1 AMAZON CAPITAL SERVICES INC	OMNIKEY READERS	126.00
1 GRAYBAR	ETHERNET CABLE	327.00
1 TOWN & COUNTRY GARDENS	FLOWERS	86.99
<u>INVOICES TOTAL:</u>		<b>599.98</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	0.79
<u>INVOICES TOTAL:</u>		<b>0.79</b>

**6100-VEHICLE REPLACEMENT EXPENSES**

**570550-GOLF VEHICLE REPLACEMENT**

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

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
**INVOICES DUE ON/BEFORE 3/16/2021**

1 REINDERS INC

LEAF AND DEBRIS VACUUM

19,550.00

INVOICES TOTAL: 19,550.00

**GRAND TOTAL:** **1,475,962.57**

GENERAL FUND	470,859.28
MOTOR FUEL TAX FUND	291,590.43
MUNICIPAL BUILDING FUND	2,593.99
BREWSTER CREEK TIF MUN ACCT	50,099.00
WATER FUND	521,432.18
SEWER FUND	82,007.92
PARKING FUND	945.42
GOLF FUND	24,233.59
CENTRAL SERVICES FUND	12,650.76
VEHICLE REPLACEMENT FUND	19,550.00

**GRAND TOTAL** **1,475,962.57**

VILLAGE OF BARTLETT TREASURER'S REPORT  
 CASH & INVESTMENT REPORT  
 FISCAL YEAR 2020/21 as of January 31, 2021

Fund	12/31/2020	Receipts	Disburse- ments	1/31/2021
General	17,133,873	1,656,678	1,900,436	16,890,115
MFT	2,515,871	137,697	0	2,653,568
Debt Service	216,495	11,804,260	11,794,594	226,161
Capital Projects	947,604	93	0	947,696
Municipal Building	1,042,003	2,625	763	1,043,866
Developer Deposits	2,539,122	18,437	0	2,557,559
59 & Lake TIF	0	0	26,423	(26,423)
BC Municipal TIF	1,172,963	916	49,267	1,124,611
Bluff City TIF Municipal	118,113	90	0	118,203
Water	(475,685)	899,390	511,262	(87,556)
Sewer	20,578,558	505,782	868,223	20,216,118
Parking	(20,570)	2,259	13,663	(31,973)
Golf	(155,544)	(2,988)	112,416	(270,949)
Central Services	782,899	115,397	79,619	818,677
Vehicle Replacement	3,831,017	78,600	0	3,909,617
<b>TOTALS</b>	<b>50,226,720</b>	<b>15,219,236</b>	<b>15,356,665</b>	<b>50,089,291</b>

Detail of Ending Balance					
	Cash	Investments	Assets/Liab.	Net	1/31/2021
	10,725,590	6,026,588	137,937	137,937	16,890,115
	2,510,167	382,337	(238,936)	(238,936)	2,653,568
	139,624	85,561	976	976	226,161
	25,933	15,892	905,871	905,871	947,696
	472,799	289,731	281,336	281,336	1,043,866
	144,260	2,079,217	334,081	334,081	2,557,559
	487,631	298,820	(812,873)	(812,873)	(26,423)
	713,121	437,000	(25,509)	(25,509)	1,124,611
	73,162	44,833	209	209	118,203
	2,665,513	1,633,363	(4,386,432)	(4,386,432)	(87,556)
	1,478,940	906,232	17,830,945	17,830,945	20,216,118
	0	0	(31,973)	(31,973)	(31,973)
	0	0	(270,949)	(270,949)	(270,949)
	360,469	220,895	237,313	237,313	818,677
	1,017,449	623,492	2,268,676	2,268,676	3,909,617
<b>TOTALS</b>	<b>20,814,657</b>	<b>13,043,962</b>	<b>16,230,672</b>	<b>16,230,672</b>	<b>50,089,292</b>

BC Project TIF	7,716,309	331,380	331,300	7,716,389
Bluff City Project TIF	7,952	6	0	7,958
Bluff City SSA Debt Srv.	91,748	6	0	91,754
Police Pension	55,103,603	(480,153)	204,882	54,418,568



Todd Dowden  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2020/21 as of January 31, 2021

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	20,195,804	24,183,270	83.51%	17,195,723	24,951,630	68.92%
MFT	1,213,111	1,765,000	68.73%	2,117,160	2,620,000	80.81%
Debt Service	14,316,198	3,192,494	448.43%	14,957,256	3,165,819	472.46%
Capital Projects	906,128	500.00	100.00%	0	0	0.00%
Municipal Building	8,527	7,000	121.82%	20,758	415,000	5.00%
Developer Deposits	73,318	601,000	12.20%	0	763,958	0.00%
Bluff City SSA	386,715	1,007,933	38.37%	1,044,400	1,107,575	94.30%
59 & Lake TIF	0	133,000	0.00%	26,423	133,000	19.87%
Bluff City Municipal TIF	35,502	31,600	112.35%	0	57,000	0.00%
Bluff City Project TIF	550,494	1,944,000	28.32%	549,669	1,940,000	28.33%
Brewster Creek Municipal TIF	848,609	790,000	107.42%	446,934	1,154,681	38.71%
Brewster Creek Project TIF	9,111,474	7,007,000	130.03%	5,657,732	7,011,360	80.69%
Water	9,882,273	12,231,000	80.80%	8,621,599	12,976,391	66.44%
Sewer	4,840,510	10,635,000	45.51%	5,494,969	10,535,479	52.16%
Parking	14,670	231,400	6.34%	116,957	261,768	44.68%
Golf	1,503,222	2,314,158	64.96%	1,494,826	2,293,619	65.17%
Central Services	1,036,585	1,384,763	74.86%	866,347	1,325,425	65.36%
Vehicle Replacement	487,884	653,770	74.63%	350,922	466,350	75.25%
Police Pension	10,323,609	5,370,926	192.21%	1,867,651	5,370,926	34.77%
Subtotal	75,734,630	73,483,814	103.06%	60,829,326	76,549,981	79.46%
Less Interfund Transfers	(3,185,672)	(4,297,209)	74.13%	(3,185,672)	(4,297,209)	74.13%
Total	72,548,958	69,186,605	104.86%	57,643,654	72,252,772	79.78%
			93.16%			61.92%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2020/21 as of January 31, 2021

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	9,012,022	11,271,814	79.95%	80.41%
Sales Taxes (General Fund)	1,849,397	2,575,000	71.82%	78.77%
Income Taxes	3,436,075	4,325,000	79.45%	81.07%
Telecommunications Tax	398,378	550,000	72.43%	63.32%
Home Rule Sales Tax	1,263,995	1,990,000	63.52%	74.84%
Real Estate Transfer Tax	1,091,286	800,000	136.41%	93.10%
Use Tax	1,325,058	1,460,000	90.76%	77.67%
Building Permits	556,894	600,000	92.82%	90.56%
MFT	1,202,712	1,715,000	70.13%	102.54%
Water Charges	9,545,037	12,000,000	79.54%	73.55%
Sewer Charges	4,756,696	7,205,000	66.02%	74.90%
Interest Income	174,267	429,500	40.57%	125.88%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2020/21 as of January 31, 2021

Fund	Actual	Current Year Budget	Percent
<b>Golf Program</b>			
Revenues	1,249,124	1,280,158	97.58%
Expenses	934,892	1,272,069	73.49%
Net Income	314,232	8,089	3884.68%
<b>F&amp;B - Restaurant</b>			
Revenues	88,576	158,000	56.06%
Expenses	252,720	317,126	79.69%
Net Income	(164,145)	(159,126)	103.15%
<b>F&amp;B - Banquet</b>			
Revenues	46,821	757,000	6.19%
Expenses	255,746	643,124	39.77%
Net Income	(208,925)	113,876	-183.47%
<b>F&amp;B - Midway</b>			
Revenues	118,701	119,000	99.75%
Expenses	51,468	61,300	83.96%
Net Income	67,233	57,700	116.52%
<b>Golf Fund Total</b>			
Revenues	1,503,222	2,314,158	64.96%
Expenses	1,494,826	2,293,619	65.17%
Net Income	8,396	20,539	40.88%

Sales Taxes

Month	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
May	126,506	137,931	143,188	125,055	141,609	161,850	159,411	167,379	156,194	160,850
June	164,604	168,284	162,596	153,553	170,308	178,006	186,494	194,753	187,952	183,798
July	165,519	175,701	173,657	178,983	170,734	181,943	201,320	200,041	205,572	198,797
August	177,919	191,865	191,196	200,051	200,031	224,385	219,629	227,783	232,110	209,005
September	187,893	190,899	186,097	188,547	193,484	211,186	224,268	218,236	220,524	233,289
October	177,758	180,797	184,425	190,872	204,424	209,930	215,328	211,089	262,349	221,535
November	161,152	179,526	186,229	181,445	198,880	206,205	208,760	215,922	227,334	202,764
December	164,341	165,188	170,530	188,055	212,286	212,435	219,639	196,081	214,284	236,916
January	167,926	181,865	174,037	179,846	204,437	207,123	221,599	221,276	243,184	208,079
February	157,086	161,047	149,669	160,774	170,190	201,075	206,836	196,714	186,495	
March	177,777	168,154	210,506	187,865	194,219	190,934	196,530	181,590	203,051	
April	152,124	147,189	151,678	141,054	149,630	167,837	180,413	170,866	193,930	
<b>Total</b>	<b>1,980,605</b>	<b>2,048,447</b>	<b>2,083,807</b>	<b>2,076,100</b>	<b>2,210,232</b>	<b>2,352,909</b>	<b>2,440,227</b>	<b>2,401,729</b>	<b>2,532,977</b>	<b>1,855,034</b>
<b>% increase</b>	<b>2%</b>	<b>3%</b>	<b>2%</b>	<b>0%</b>	<b>6%</b>	<b>6%</b>	<b>4%</b>	<b>-2%</b>	<b>5%</b>	<b>-14%</b>
<b>Budget</b>	<b>1,950,000</b>	<b>1,975,000</b>	<b>2,010,000</b>	<b>2,075,000</b>	<b>2,115,000</b>	<b>2,205,000</b>	<b>2,400,000</b>	<b>2,425,000</b>	<b>2,460,000</b>	<b>2,575,000</b>

# VENDOR WARRANT DETAIL

## BARTLETT VILLAGE TREASURER

[RETURN HOME](#)  
 [VENDOR SUMMARY](#)  
 [CONTRACT SEARCH](#)  
 [PAYMENTS SEARCH](#)  
 [PAYMENTS ISSUED](#)  
 [PENDING PAYMENTS](#)

**PAYMENTS NOTIFICATIONS**

➔ [Return Back](#)

**Warrant/EFT#: EF 0010666**

<b>Fiscal Year</b>	2021	<b>Issue Date</b>	01/08/21
<b>Warrant Total</b>	\$208,078.99	<b>Warrant Status</b>	

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1824222	1A1824222	\$208,078.99

**IOC Accounting Line Details**

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$208,078.99	DISTRIBUTE MUNI/CNTY SALES TAX

**Payment Voucher Description**

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 01/07/2021
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: OCT. 2020 COLL MO: NOV. 2020 VCHR MO: JAN. 2021
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

MOTOR FUEL TAX

Month	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
May	89,115	104,788	106,665	89,988	93,139	91,478	86,848	83,590	96,769
June	75,066	71,924	80,212	58,408	58,737	72,645	79,592	76,204	99,562
July	87,721	84,361	89,915	103,948	94,278	95,252	93,416	95,250	121,837
August	87,924	99,063	61,056	100,154	89,533	89,970	90,079	137,033	142,172
September	76,347	70,076	83,006	67,441	79,032	79,527	75,247	148,846	132,059
October	83,510	90,026	89,337	87,626	91,489	91,053	98,725	136,575	130,305
November	89,027	77,655	90,552	101,486	93,216	92,796	92,950	153,788	131,647
December	85,014	103,117	103,771	93,002	97,757	91,055	89,502	180,890	136,795
January	82,788	90,866	97,525	89,828	92,928	93,233	89,403	128,180	
February	70,348	83,687	74,031	90,531	88,602	80,765	81,313	126,802	
March	83,251	65,802	37,978	77,861	75,544	80,062	77,761	131,268	
April	70,866	75,969	95,841	93,782	90,224	94,326	91,212	122,218	
Subtotal	980,978	1,017,334	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	991,145
Plus:									
High Growth	29,031	37,678	37,682	37,743	37,801	37,266	36,909	9,192	89,348
Jobs Now	179,796	179,796	359,592						
Total	1,189,805	1,234,808	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	1,080,493
Budget	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000
Annual Inc in \$									
w/o High Growth	-6.80%	3.71%	-0.73%	4.37%	-0.91%	0.74%	0.58%	45.37%	-24.38%



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Bartlett

Municipality Report

January 6, 2021

## **MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR DECEMBER, 2020**

Beginning Unobligated Balance		<b>\$7,178,093.43</b>
Motor Fuel Tax Fund Allotment	\$83,834.17	
MFT Transportation Renewal Fund Allotment	\$52,960.70	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$136,794.87</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$7,314,888.30</b>

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**PROCESSED TRANSACTIONS:**



# Agenda Item Executive Summary

Item Name      Tekkie's Computer & Gadget Repair BEDA Application      Committee or Board      Board

## BUDGET IMPACT

Amount:      \$1,000      Budgeted      Yes

List what fund      Incentives

## EXECUTIVE SUMMARY

Tekkie's Computer & Gadget repair has been operating in the Bartlett Orchards Shopping Center for thirteen years. Previously, the business was a home-based business that grew to the point of requiring a commercial location.

When Tekkie's first opened, owners Brian Coak and Brandi Bowie purchased a more affordable sign and basic build-out of the space. Currently, they have plans to remodel the interior and upgrade their sign as a further investment into their thriving business.

Because new signage is considered an eligible expense through the BEDA program, staff recommends a \$1,000 grant based upon the proposed \$3,700 to be spent to upgrade the sign.

This request appeared before the Economic Development Commission at its February 8<sup>th</sup> meeting, at which time the EDC unanimously recommended in favor of the grant. The Community & Economic Development Committee then reviewed the request at its March 2<sup>nd</sup> meeting, at which time the item was forwarded to the Village Board for a final vote.

## ATTACHMENTS (PLEASE LIST)

Staff Memo, Tekkie's Computer & Gadget Repair's BEDA application including estimate from Signarama, DRAFT minutes from the February 8th Economic Development Commission meeting

## ACTION REQUESTED

- Motion - I move to approve a BEDA grant in the amount of \$1,000 to Tekkie's Computer & Gadget Repair upon completion of installation of a new and improved sign at their place of business at 972 S. Bartlett Road.

Staff:      Tony Fradin, Economic Development Coordinator

Date:      March 4, 2021

## ECONOMIC DEVELOPMENT MEMORANDUM

**DATE:** March 4, 2021  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Tony Fradin, Economic Development Coordinator 77  
**RE:** Tekkie's BEDA application

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**APPLICANT:** Brandi Bowie

**BACKGROUND:** Tekkie's Computer & Gadget Repair is a successful business that has been operating at 972 S. Bartlett Road in the Bartlett Orchards Shopping Center across the street from Jewel-Osco for the past thirteen years. Brian Coak and Brandi Bowie are the husband-and-wife owners and proprietors.

Prior to that, the business operated as a home-based business whose growing customer base required them to expand into a commercial location.

As the petitioners wrote in their introduction letter and told me, when they first expanded into the shopping center, they were on a tight budget and purchased the least expensive sign that they could afford at the time.

Brian further explained that this new sign, which adds the verbiage "Computer & Gadget Repair" better informs customers of what they specialize in, as the business name, itself, may not fully convey that message.



### BEDA APPLICATION:

Tekkies is planning some general remodeling, which staff informed them is considered part of the normal course of doing business insofar as the BEDA program is concerned.

Obtaining a new sign, however, is considered a visible exterior improvement which the village has included as an eligible cost for this program.

The petitioner has submitted the attached estimate from Signarama showing a unit cost of \$3,475 for the signage. The cost of permits is not an eligible BEDA expense and the total amount of this sign as proposed (including tax) is \$3,700.

In tandem with the remodeling project, the new sign demonstrates Tekkies' commitment to remaining in the community.

**RECOMMENDATION:**

To date, BEDA applications have come from new or expanding businesses, ranging from the complete renovation of the former Bartlett Plaza to the Streets of Bartlett to a single-proprietorship bakery in a former office. This is the first one for a minor aesthetic improvement and also the first applicant from the Bartlett Orchards Shopping Center.

Staff proposes a **\$1,000** BEDA grant, which will help retain this long-time business and help it continue flourishing and growing for years to come. We further want to encourage other businesses with dated signage to consider updating theirs.

This amount reflects 27% of the project cost.

**FEBRUARY 8, 2021 EDC MEETING:**

The petitioners appeared before the Economic Development Commission at its February 8<sup>th</sup> meeting.

After a brief question-and-answer period in which the petitioner verified that all required permits would be applied for and no work would be done until approved, the EDC recommended in favor of a \$1,000 BEDA grant to Tekkie's Computer & Gadget Repair to help offset the cost of their new and improved sign.

**MARCH 2, 2021 COMMUNITY & ECONOMIC DEV. COMMITTEE MEETING:**

This request and all supporting materials were presented to the Community & Economic Dev. Committee at its March 2<sup>nd</sup> meeting, at which time it was forwarded to the next Village Board agenda for a final vote.

**MOTION:**

I move to approve a BEDA grant in the amount of **\$1,000** to Tekkie's Computer & Gadget Repair to be paid upon completion of the installation of their new sign up to all current Codes and regulations.

**Village of Bartlett Economic Development Assistance Application**

**Applicant Information:**

Applicant(s) Name Brandi Bowie

Applicant(s) Address: 972 S Bartlett Rd

E-Mail Address: Support@tekkies.store

Primary Contact for Project: Brian

Cell Phone Number and/or Home Number: 7 [REDACTED]

Applicant is or will be (check all that apply)  Tenant  Property Owner

Number of Years in Business:  15 Number of Years in Bartlett: 15

Contact Name and Information for Applicant's Agent or Architect (if any):

(Note: if applicant is a tenant, attach a letter from the property owner granting permission for project)

**Property Information:**

Project Property Location/Address: 972 S Bartlett Rd

This Property is (check all that apply): Retail  Restaurant  Office

Other  (explain)

Number of Businesses on Site:  10

Names of Other Businesses on Site: 10

Size of Building (dimensions or total square feet) 1800 sq. ft

Stories in building:  9 Parking spaces on property: VCS

Last Real Estate Taxes Paid: Land lord

Property Tax Index Number(s) (PIN): \_\_\_\_\_

County: Cook  DuPage  Kane

**Project Information:**

Total Anticipated Project Cost: \$ 3700

Project Scope: Describe and identify all exterior/interior improvements proposed (Use additional paper if necessary to fully describe proposed project)

New Store Sign Front of TeKKIES. This old sign is from when we started and on a Budget, need to Be Replace

If approved, estimated project completion date: \_\_\_\_\_

**Business Plan:** For new business ventures, please include a two- to five-page business plan. Contact Tony Fradin with questions about the seven elements of a strong plan.

**Please Attach:** Contractor Estimates, Receipts; Copies of both sides of cancelled checks, credit card statements or bank accounts from which materials were purchased and contractors paid; Waivers of Lien

[REDACTED]

**Application Statement (Read and Sign Below)**

I hereby make application to participate in the Bartlett Economic Development Assistance (BEDA) program. In making this application I understand that the purpose of BEDA is to help encourage and leverage private investment in the Village's business community and help my business bring an underperforming property into more productive use.

I understand that prior to commencing any work, the Village must first approve both my participation and proposed scope of work for the project. Applicants must meet with Economic Development staff prior to paying for improvements in order to review how much, if any, the Village may reimburse for the project.

I understand that all improvements made through the help of BEDA must be in accordance with all Village plans and codes. Moreover, as a condition of approval, I understand the Village may require changes to the scope of work I am proposing. I further understand that any work started or completed prior to approval of the project and my participation in the BEDA program is not eligible for reimbursement.

In making this application, I understand that the BEDA program is competitive, funds are limited and selection for participation is at the sole discretion of the Village of Bartlett. I understand that the Village will review my application and at the Village's discretion may reject or approve my participation in the program. I recognize that a project that enhances the Village's business climate by returning an underutilized property into economic productivity, increases local employment opportunities and includes a larger percentage of private investment than public stands a greater chance of being funded by the Village.

I also understand that if selected for this program, the Village will establish a maximum grant award for the project

I further acknowledge that BEDA operates as a rebate program and, therefore, if selected for participation, Village funds will be disbursed to me at the conclusion of the work, after submittals by me of copies of all bills and satisfactory evidence of their payment, either by lien waivers or bills stamped "Paid" by all contractors. I understand that the actual rebate amount will be calculated at some percentage as recommended by staff in relation to the documented actual costs by me for eligible expenses to complete the agreed upon improvements, up to the maximum grant amount awarded by the Village for the project.

By signing this application, I hereby acknowledge that I have read the above statement and understand these important features about the BEDA Program.

*Brenda Davis*

*1/28/21*

Applicant Signature

Date



**Return this completed application with attachments to:**

**Tony Fradin, Economic Development Coordinator**

**Village of Bartlett**

**228 S. Main Street**

**Bartlett, IL 60103**

Village of Bartlett, Brian & Brandi Have been a resident of bartlett for 19 years, I have started Tekkies Computer Gadget Repair from my house we grow very fast, where we took over the 1<sup>st</sup> floor. I like Bartlett and believe in this town, so I keep my root here in this town. Started looking for retail space and landed on 972 s bartlett rd. Which is our current location for over 13 year now. We have been part of this town and giving back as much as possible from the Hanover township teaching our seniors how to use computers and donating computer to help in our community, we are a drop location for the food pantry where in a pandemic and we stayed open to help our community, and even getting mask for when they were not available anywhere, our connection oversea moved mountains to get them to us help our community here in Bartlett we never sold online & only at our Tekkies store for cost no mark up! We donated to the police department as well. Also we are part of the Loin club here in town. Also doing event and parades here in town. Let make Bartlett better. We are growing and we are doing our best to be part of this town. The old sign on our store currently, was when we move from the house to here and had very little budget and We need your help to put a proper sign on our store front. Again thank you for your time in advance.



399 Wall Street  
 Unit J  
 Glendale Heights, IL 60139  
 (630) 351-8400

# ESTIMATE EST-3179

The way to grow your business.  
 www.signarama-bloomingtondale.com

Payment Terms: Cash Customer

Created Date: 1/28/2021

**DESCRIPTION:** Channel Lettering for Store Front

**Bill To:** Tekkies  
 [Redacted]  
 Bartlett, IL 60103  
 US

**Pickup At:** Signarama Bloomingdale  
 399 Wall Street  
 Unit J  
 Glendale Heights, IL 60139  
 US

**Requested By:** Parnell Coak  
 Email: [Redacted]  
 Work Phone: [Redacted]

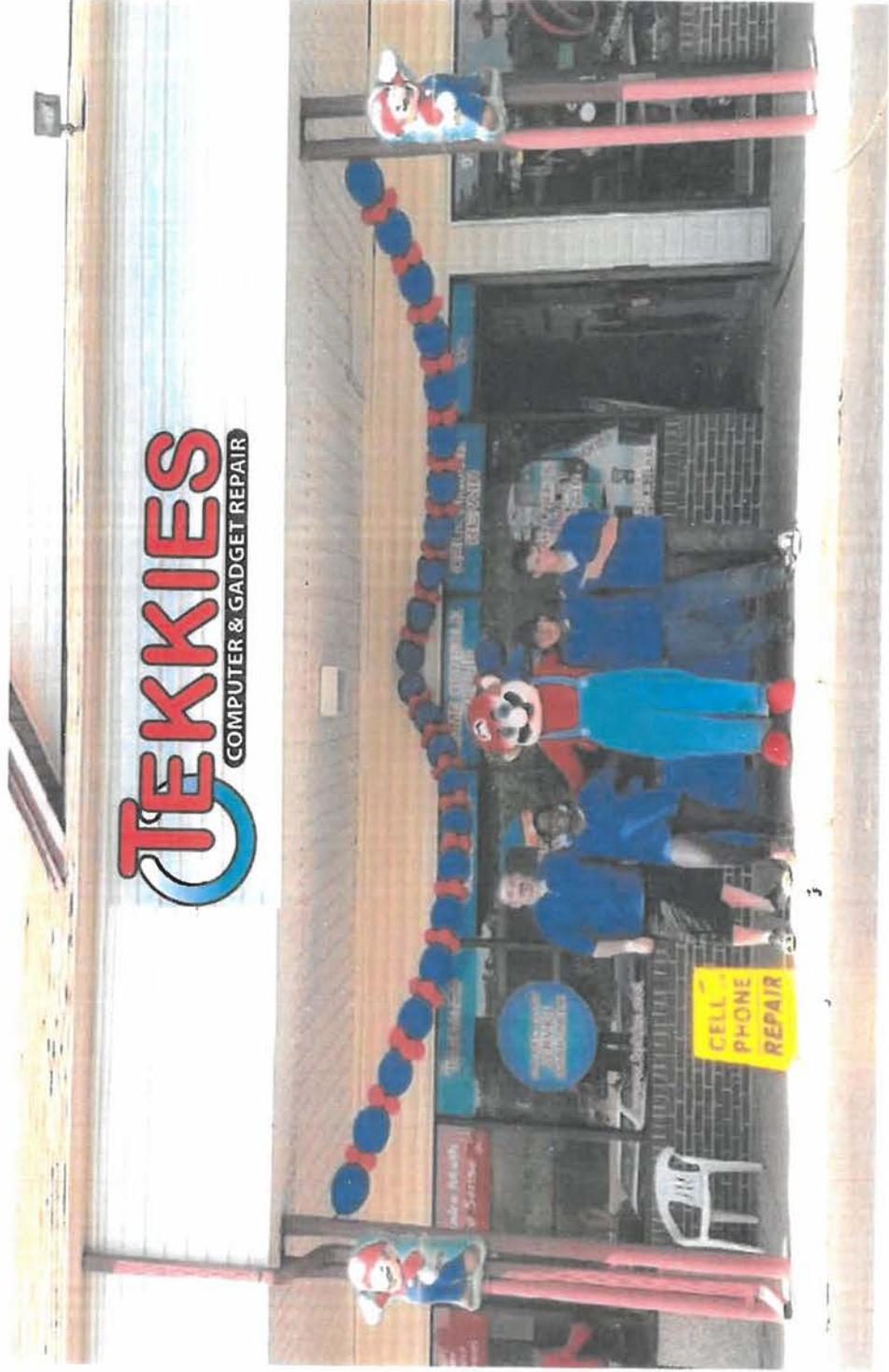
**Salesperson:** Aaron Grochowski  
 Email: aaron@signarama-bloomingtondale.com  
 Work Phone: 630-351-8400

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Storefront Channel Lettering Channel Lettering - Tekkies - Computer & Gadget Repair 28" x 97" LED Illuminated Flush Mounted 5" Black Return Acrylic Faces Includes Power supplies Includes installation and is UL#listed	1	\$3,475.00	\$3,475.00
2	Permit Processing Obtain all necessary permits lisc/ bonds and fees required by village requirements	1	\$225.00	\$225.00
<b>Subtotal:</b>				\$3,700.00
<b>Taxes:</b>				\$286.69
<b>Grand Total:</b>				\$3,986.69

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Tekkies Channel Letters

18.86 Square Feet





# Agenda Item Executive Summary

Item Name Contract with BLA, Inc. and the Village of Bartlett for Traffic Engineering & Planning Services Committee or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Attached is a contract for the board's review for traffic engineering and planning services with BLA, Inc. Ms. Lynn Means has been the village's traffic consultant for the past three years and has extensive knowledge of our roadway system, including the vast amount of work she has completed on Naperville Road. She reviews all of the traffic impact studies the staff receives for the various development projects throughout the village and she continues to assist the staff with invaluable expertise at meetings with IDOT and other roadway agencies when issues or concerns arise. Ms. Means has changed engineering firms, and as a result, a new contract is required.

## ATTACHMENTS (PLEASE LIST)

PDS memo, resolution and contract

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance- Move to approve **Resolution #2021-\_\_\_\_\_A Resolution Approving Of The Agreement for Traffic Engineering & Planning Services Between The Village Of Bartlett And BLA, Inc.**
- Motion

Staff: Roberta Grill, Planning & Development Services Director Date: 3/3/2021

**PLANNING & DEVELOPMENT SERVICES MEMORANDUM**

**21-29**

DATE: March 5, 2021

TO: Paula Schumacher, Village Administrator

FROM: Roberta Grill, Planning & Development Services Director 

RE: **Contract with BLA, Inc. for Traffic Engineering & Planning Services**

---

**BACKGROUND**

Attached is a contract for the board's review for traffic engineering and planning services with BLA, Inc. Ms. Lynn Means has been the village's traffic consultant for the past three years and has extensive knowledge of our roadway system, including the vast amount of work she has completed on Naperville Road. She reviews all of the traffic impact studies the staff receives for the various development projects throughout the village and she continues to assist the staff with invaluable expertise at meetings with IDOT and other roadway agencies when issues or concerns arise. Ms. Means has changed engineering firms, and as a result, a new contract is required.

**RECOMMENDATION**

1. The staff recommends **approval** of the attached contract.
2. A resolution is attached for your review approving of the contract with BLA, Inc. and the Village of Bartlett.

RESOLUTION 2021 - \_\_\_\_\_

**A RESOLUTION APPROVING OF THE AGREEMENT FOR  
TRAFFIC ENGINEERING & PLANNING SERVICES BETWEEN  
THE VILLAGE OF BARTLETT AND BLA, INC.**

---

**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 for Traffic Engineering & Planning Services dated March 1, 2021, between the Village of Bartlett and BLA, Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President is hereby authorized and directed to sign 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: March 16, 2021

APPROVED: March 16, 2021

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - \_\_\_\_\_ enacted on March 16, 2021, and approved on March 16, 2021, as the same appears from the official records of the Village of Bartlett.

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



March 1, 2021

VIA EMAIL  
RGrill@vbartlett.org

Ms. Roberta Grill  
Director Planning & Development Services  
Village of Bartlett  
228 S. Main Street  
Bartlett, Illinois 60103

Re: *Traffic Engineering & Planning Services*  
Village of Bartlett

Dear Roberta:

We at BLA-Inc appreciate the opportunity to provide our proposal for traffic engineering consulting services. BLA staff has provided traffic engineering services for numerous communities, institutions and private developers – in both urban and suburban environments. The experience of our dedicated staff in traffic engineering and planning; transportation design; and traffic signal operation allows us to blend sound engineering with creative solutions to complex, multi-faceted problems. Our goal is always to increase safety for all travelers without compromising functionality, and we are anxious to provide these results to the Village of Bartlett.

Ms. Lynn M. Means, P.E., PTOE, a Senior Transportation Engineer with the firm, will be the Project Manager and will serve as the primary contact for the Village. With over 20 years of experience in traffic engineering and transportation planning, Ms. Means combines her extensive knowledge with an intense passion for her work. She seeks to understand and assess existing traffic patterns and constraints, and works with clients and constituents to develop practical, cost-effective methods for improvement. Ms. Means is a respected presenter at public hearings and meetings, with a natural aptitude for explaining technical complexities in a manner accessible to everyday citizens.

Following is a brief scope of work and the associated fee. We are available immediately to discuss specific details and scheduling requirements. We will commence with the following scope of work upon your notice to proceed and authorization.

**TRAFFIC ENGINEERING & PLANNING SERVICES SCOPE OF WORK AND FEES**

The Village of Bartlett seeks a traffic engineering and transportation planning consultant on an on-call basis to assist with various concerns, questions and issues. Bartlett is a diverse community with a well defined downtown area with transit access; commercial uses along its major corridors; residential uses equally balanced throughout the Village; industrial and business park uses (Bluff City Industrial, Blue Heron Business Park and Brewster Creek Business Park), predominately on the west side of the Village; along with recreational and religious facilities with a regional draw – Villa Oliva, BAPS Shri Swaminyan Mandir and James “Pate” Phillips State Park. Each of these unique land uses comes with its own traffic engineering challenges and opportunities.

To meet the needs of the Village and its constituents, BLA will call upon its experts from traffic engineering and planning, transportation design and traffic signal operation to perform the Scope of

Services depending on the required task. By working with BLA, the Village of Bartlett will benefit from our knowledge of the latest regulatory requirements (AASHTO, FHWA, MUTCD, ITE, HCM, HSM, NACTO, IDOT, etc.), industry trends and technologies.

Our capabilities include, but are not limited to:

- Review and/or preparation of traffic impact and parking studies.
- Review and/or preparation of Intersection Design Studies (IDS) and Traffic Signal Plans.
- Overall traffic performance evaluation.
- Synchro/SimTraffic traffic model development, which provide both a static and dynamic visualization of intersection operations and traffic performance.
- Conduct and/or review all-way and two-way Stop sign warrant studies.
- Review stop-control vs. yield-control.
- Analyze one-way versus two-way operations.
- Evaluate the arterial/collector roadway system, operational, capacity, access, and pedestrian issues, including traditional neighborhood study parameters such as speeds, classifications, vehicular and pedestrian circulation, parking issues, overall safety, and general traffic operations.
- Recommend short-, mid- and long-range time frames for specific improvements, with cost estimates.
- Recommend roadway safety, traffic calming, access patterns, capacity performance and intersection control improvements to address vehicular speeding, cut-through traffic and pedestrian safety.
- Roadway corridor studies.
- Experienced professionals who are practiced at public presentations including a refined process for leading open house meetings.

**T.01 – Review of Private Development Traffic and/or Parking Studies**

The first step of the project is a kick-off meeting. BLA will meet with the Village of Bartlett staff in person or via tele or video conference to discuss the traffic and/or parking study requirements, identifying specific concerns of the Village. Next, BLA will collect and review available data. We will review all analyses, data and recommendations related to traffic, parking and on-site circulation, as applicable. As necessary or requested, BLA will perform additional data collection, site visits (photos, field measurements or traffic counts) and/or obtain necessary supporting data from online databases or jurisdictional agencies.

Depending on the study findings and proposed improvements, BLA will conduct supporting analysis, calculations and/or perform a review of intersection/roadway geometrics for safety, as necessary to fully review and evaluate the study. If our analyses suggest the recommendations to be infeasible or inadequate to accommodate the specific development's impact, BLA will advise the Village and discuss recommendations and potential solutions prior to proceeding.

Finally, BLA will produce a memorandum, summarizing our findings and recommendations, including any supporting analyses performed, data collected or exhibits prepared, as appropriate.

BLA staff is also available to attend project meetings and/or public hearings to explain our findings and recommendations. If necessary, we are also available to attend meetings with other jurisdictional agencies.

It is estimated that the typical traffic and parking study review would take approximately 10 to 15 hours, depending on the size of the development – not including preparation and attendance at meetings or public hearings. A draft summary memorandum would be completed in one to two weeks.

**T.02 – Develop Solutions in Specific Location**

Often specific intersections or roadway segments are identified by the public or Village staff as being unsafe or problematic. BLA would be available to assist the Village in evaluating these concerns or issues via the preparation of safety studies, traffic calming measures and/or identifying pedestrian, bicycle or vehicular traffic operations or facility improvements.

Again, we will begin the study with a kick-off meeting. BLA will meet with the Village of Bartlett staff in person or via tele or video conference to discuss the traffic and/or parking study requirements, identifying specific concerns of the Village Staff and/or its residents. Next, BLA will collect and review available data specific to the location, including historical traffic counts, crash data, land uses, Chicago Metropolitan Agency for Planning 2050 Traffic Volume Projections and GIS data. As necessary, we will supplement the available data with additional data collection. We will perform a field visit to observe existing conditions and the identified concern/issue. Particular attention will be made to factors that may be related, such as sight-line issues; missing and/or inadequate pavement markings or signage; or pedestrian/bicycle accommodations.

BLA will then perform the appropriate analyses to address and evaluate the specific issue/concern, i.e., signal warrant analysis, crash analyses, auxiliary turn lane warrant analyses, two-way or multi-way stop warrant, capacity, or vehicle queue analyses, etc.

We will then determine and make recommendations for any roadway/operational improvements, as necessary, such as geometric and traffic control improvements, site access modifications/restrictions, pedestrian/bicycle accommodations, traffic calming measures, signal timing/phasing modifications or signing.

BLA will prepare a summary report or memorandum, including supporting exhibits, tables, analysis and conceptual intersection/roadway improvement plans, as appropriate.

Again, if desired by the Village of Bartlett, BLA is available to attend project meetings and/or public hearings to explain our findings and recommendations. We are also available to attend meetings with other jurisdictional agencies.

Typical specific location evaluation may require 20 to 40 hours of BLA personnel time, again depending on the specific project and data collection (intersection turning movement counts, parking counts, etc.) needs. Projects would typically be completed within one to four weeks, depending on the size and scope of project.

**Compensation for Services**

BLA proposes to provide the requested services on a Time and Materials basis in accordance with the below hourly rates. We employ a two-tiered system for our municipal clients. For services paid for by developers (i.e., a traffic impact study review that is a pass-through cost to the Village), the below rates would apply. *Any assignments to be paid for directly by the Village (i.e., special area studies), a 10% discount would be applied to the Senior Transportation Engineer rate.*

Our fees for professional services are listed below.

Principal.....	\$235.00
Director of Construction Engineering .....	\$200.00
Director of Structural Engineering.....	\$190.00
Director of Preliminary Design Services.....	\$190.00
Senior Transportation Engineer.....	\$180.00 (\$162.00 if Village funds)
Senior Project Manager.....	\$175.00
Senior Structural Manager.....	\$175.00
Director of Environmental Services .....	\$135.00
Project Manager .....	\$135.00
Project Engineer .....	\$95.00
Structural Engineer.....	\$85.00
Design Engineer .....	\$80.00
Senior Resident Engineer .....	\$175.00
Resident Engineer II.....	\$135.00
Resident Engineer I .....	\$110.00
Construction Engineer II .....	\$90.00
Construction Engineer I.....	\$80.00
Documentation Engineer.....	\$125.00
Public Outreach Coordinator.....	\$80.00
Clerical Assistance .....	\$60.00
Project Surveyor (PLS) .....	\$125.00
Vehicle (design, per day).....	\$48.00
Vehicle (construction, per day) .....	\$65.00

These rates are based on average hourly rates and invoices will be based on actual rates and are subject to change with annual performance appraisals.

In addition to the hourly rates for professional services, expenses for any outside costs such as reproducible, prints, and delivery charges will be billed to you at cost plus a 15% fee for handling.

Invoices will be mailed out monthly. Payment is to be made within thirty days after receipt of our invoice.

Client understands and agrees that on January 1, 2022 and yearly thereafter, the fees and quotes for services to be performed shall be increased by an amount not to exceed 5%.

Please let us know if any of the above information is at variance with your instructions. If this correctly reflects your instructions and is acceptable, please sign below and return one copy for our file.

Thank you for requesting BLA, Inc. to do this work.

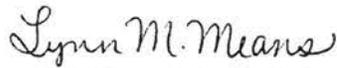
Should you have any questions or require additional information please contact us at (630) 438-6400.

Sincerely,

BLA-Inc.



Dan Bruckelmeyer, P.E.  
President/CEO



Lynn M. Means, P.E., PTOE  
Senior Transportation Engineer

ACCEPTANCE:

**VILLAGE OF BARTLETT**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# Agenda Item Executive Summary

Item Name      Herrick House Lift Station Rehabilitation      Committee      Board  
                         Engineering Services      or Board

## BUDGET IMPACT

*Amount:*      NTE \$104,588      *Budgeted*      \$80,000

*List what fund*      Sewer Fund (Lift Station Upgrades and Rehabilitation)

## EXECUTIVE SUMMARY

The Village Board approved the 20/21 Capital Budget, and included Lift Station upgrades and rehabilitation as a part of that annual budget. This typically includes rehabilitating the older lift stations and converting dry wells to wet wells for higher efficiency within the sanitary sewer system. This year, the Herrick House Lift Station and Force Main, located at the corner of West Bartlett Road and the entrance to Maryville. The force main was included in this year's rehabilitation due to age and condition.

Staff selected Trotter and Associates, Inc. of St. Charles, IL (Trotter) to provide the engineering services for this project. Trotter has submitted a design proposal for this project that totals \$104,588. Although higher than the estimated \$80,000 for engineering, it is still well within the total budget for the lift station and force main rehabilitation was approved at \$1,080,000. We have had success working with Trotter in the past, and with their previous experience, believe this proposal to be a good value.

## RECOMMENDATION

Staff recommends approval of the Engineering Services Agreement between the Village of Bartlett and Trotter and Associates, Inc. in the not-to-exceed amount of \$104,588.

## ATTACHMENTS (PLEASE LIST)

Memo  
Resolution  
Agreement

## ACTION REQUESTED

For Discussion Only

- ✓ Resolution
- Ordinance

✓ Motion: I MOVE TO APPROVE RESOLUTION #2021-\_\_\_\_-R, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND TROTTER AND ASSOCIATES, INC. FOR THE ENGINEERING SERVICES FOR THE HERRICK HOUSE LIFT STATION AND FORCE MAIN REHABILITATION.

Staff:      Dan Dinges, Director of Public Works      Date:      3/8/2021

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** **Herrick House Lift Station Rehabilitation Engineering Services**  
**Date:** March 8, 2021

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## **BACKGROUND**

The Village Board approved the 20/21 Capital Budget, and included Lift Station upgrades and rehabilitation as a part of that annual budget. This typically includes rehabilitating the older lift stations and converting dry wells to wet wells for higher efficiency within the sanitary sewer system. This year, the Herrick House Lift Station and Force Main, located at the corner of West Bartlett Road and the entrance to Maryville. The force main was included in this year's rehabilitation due to age and condition.

## **DISCUSSION**

Staff selected Trotter and Associates, Inc. of St. Charles, IL (Trotter) to provide the engineering services for this project. Trotter has submitted a design proposal for this project that totals \$104,588. Although higher than the estimated \$80,000 for engineering, it is still well within the total budget for the lift station and force main rehabilitation was approved at \$1,080,000. We have had success working with Trotter in the past, and with their previous experience, believe this proposal to be a good value.

## **RECOMMENDATION**

Staff recommends approval of the Engineering Services Agreement between the Village of Bartlett and Trotter and Associates, Inc. in the not-to-exceed amount of \$104,588.

## **MOTION**

**I MOVE TO APPROVE RESOLUTION #2021-\_\_\_\_-R, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND TROTTER AND ASSOCIATES, INC. FOR THE ENGINEERING SERVICES FOR THE HERRICK HOUSE LIFT STATION AND FORCE MAIN REHABILITATION.**

**RESOLUTION 2021 - \_\_\_ - R**

**A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND TROTTER AND ASSOCIATES, INC. FOR THE HERRICK HOUSE LIFT STATION AND FORCE MAIN DESIGN**

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

**SECTION ONE:** The agreement between the Village of Bartlett and Trotter and Associates, Inc. dated March 16, 2021 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

**SECTION THREE: SEVERABILITY.** The various provision 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 its passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED            March 16, 2021**

**APPROVED        March 16, 2021**

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**Kevin Wallace, Village President**

**ATTEST:**

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**Lorna Giles, Village Clerk**

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 -\_\_\_-R, enacted on March 16, 2021, and approved on March 16, 2021, as the same appears from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk



January 21<sup>st</sup>, 2021

Mr. Dan Dinges  
Public Works Director  
Village of Bartlett  
1150 Bittersweet Dr.  
Bartlett, IL. 60103

**Re: Herrick House Lift Station & Forcemain Rehabilitation**  
Professional Services Letter Agreement and Exhibits

Dear Mr. Dinges,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Bartlett (CLIENT) for *Herrick House Lift Station and Forcemain Rehabilitation* (hereinafter referred to as the "PROJECT").

### Project Background

The Herrick House Lift Station is located at 901 W. Bartlett Road in the Village of Bartlett. This lift station serves a primarily residential base, generally along W. Bartlett Road east of Route 59, with a small portion of tributary area west of Route 59. The maximum depth of the influent sewers is unknown but estimated at approximately 20 ft.

The station was originally constructed in 1973/74 has undergone minor electrical/control modifications since its installation. The station is comprised of a concrete 8 ft diameter wet well, duplex pump system installed in a steel dry pit, and a generator shed. The system operates in alternating lead/lag mode. The packaged system was originally manufactured by the Smith & Loveless (Ecodyne) Corporation.

The pumps are Smith & Loveless vertical dry-pit non-clog type. Each pump has a design capacity of 125 gpm at 100 ft TDH. The motors are 20 HP, 3-Phase, 60 Hz operating at 1760 RPM. The pumps discharge to a forcemain which runs approximately 4,000 ft east along W. Bartlett Road to a discharge manhole west of the W. Bartlett Road & S. Western Ave. Flows is then conveyed via gravity to the MWRD WWTP in Hanover Park.

Level monitoring is provided by a transducer located in the wet well, and pump control is provided by a float system. Alarms are transmitted to the WWTP SCADA system over radio, which is standard across all of the Village's lift stations. A 125 kW diesel backup power generator is installed within an open shed on site.

The property does not appear to be located in or near any floodway, floodplain, or wetland areas based on a preliminary review of Cook County FIRM mapping. The lift station does appear to be located on a parcel associated with the Maryville City of Youth property. Easements would need to be verified during the design phase as well. Easement acquisition will be owner's responsibility to complete, if necessary.





**Project Understanding**

The wet well, lift station and all associated components are nearing 50 years old and have met or exceeded their anticipated service lives. The steel lift station structure has deteriorated, and it is not anticipated that rehabilitation of the ‘can’ is feasible and will likely be partially removed and abandoned. The Village has elected to convert the existing wet well into a submersible pumping station with rehabilitation as needed. The existing wet well will need to be inspected and surveyed to determine the available sump depth that can be created for the pumps without jeopardizing upstream backups. This will be analyzed during the Conceptual Design phase.

Similarly, the nearly 4,000 linear foot Herrick House Forcemain has exceeded its anticipated service life and is in need of replacement. Village staff is frequently required to perform repairs on this line, which will only continue to increase in frequency until it is replaced. The forcemain is routed within the east bound lane of the roadway such that directionally drilling a new line will be feasible and provide a more cost-effective option. This roadway routing will avoid other utilities that exist within the parkway including the Village water distribution system and provided the IEPA mandates for a minimum horizontal separation of 10 feet. It is anticipated that a 6-inch forcemain would be installed to reduce system pressure and pump head conditions, as well as provide for any future capacity needs. The current conceptual estimate is based on directional drilling within the east bound lane of the roadway.

The Village has requested that Trotter and Associates submit a proposal for design and bidding phase engineering services for the rehabilitation of the lift station and replacement of the forcemain. Construction phase engineering services would be executed under separate cover at the time that the construction contract is awarded. Design phase services generally consist of the following major components:

- Abandonment of the Existing Dry Pit Pump Station
- Rehabilitation/Conversion of Wet Well to a Submersible Pump Station
- New Valve & Metering Vault
- New Electrical and Control Systems (site electrical service, utility cabinet, MCC/switchboards, low-voltage)
- Site Utilities (including sewers modifications at wet well, and connection to proposed forcemain)
- Site Improvements (sidewalk, grading, landscaping, etc.)
- Replacement of +/- 3,972 LF of 6-inch Forcemain (directionally drilled method).
- By-Pass Pumping will be handled by the Village directly



**Project Schedule**

Below is an anticipated project schedule, contingent upon timely execution of the proposal and furnishing of all required design and permitting documents:

Contract Execution	February 2 <sup>nd</sup> , 2021
Conceptual Design Phase	February 2021
Preliminary Design Phase	March 2021
Final Design Phase	April 2021
Permitting (Estimated)	April – June 2021
Bidding (Estimated)	June 2021
Commence Construction (Estimated)	July 2021
Construction Completion (Estimated)	June 2022



**Initial Construction Cost**

		<b>Village of Bartlett</b> <b>Herrick House Lift Station &amp; Force Main Rehabilitation</b> <b>Engineer's Opinion of Probable Construction Costs</b> <i>January 19, 2021</i>			
	LIFT STATION REHABILITATION			\$	307,450.00
	FORCE MAIN REPLACEMENT			\$	810,750.00
	<b>CONSTRUCTION SUBTOTAL</b>			\$	<b>1,118,200.00</b>
	CONTINGENCIES @ 25%			\$	280,000.00
	<b>CONSTRUCTION TOTAL</b>			\$	<b>1,398,200.00</b>
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	UNIT TOTAL
<b>LIFT STATION REHABILITATION</b>					
1	SUBMERSIBLE DUPLEX LIFT STATION EQUIPMENT (PUMPS, CONTROLS, ETC.)	1	LS	\$ 75,000.00	\$ 75,000.00
2	INSTALLATION OF PUMPS AND CONTROLS	1	LS	\$ 90,000.00	\$ 90,000.00
3	SCADA MODIFICATIONS	1	LS	\$ 30,000.00	\$ 30,000.00
4	MODIFICATION TO EXISTING WET WELL STRUCTURE & COVER	1	LS	\$ 25,000.00	\$ 25,000.00
5	VALVE VAULT	1	LS	\$ 10,000.00	\$ 10,000.00
6	METERING VAULT	1	LS	\$ 15,000.00	\$ 15,000.00
7	ABANDON EXISTING DRY PIT PUMP STATION	1	LS	\$ 30,000.00	\$ 30,000.00
8	BYPASS PUMPING	0	LS	\$ 80,000.00	\$ -
9	SITE UTILITIES (FORCE MAIN)	1	LS	\$ 7,500.00	\$ 7,500.00
10	NEW ELECTRICAL SERVICE / UTILITY CABINET	1	LS	\$ 5,000.00	\$ 5,000.00
11	FENCE REPLACEMENT, 6'	150	FT	\$ 50.00	\$ 7,500.00
12	PCC PAVEMENT/DRIVEWAY	175	SY	\$ 50.00	\$ 8,750.00
13	PCC SIDEWALK	100	SF	\$ 12.00	\$ 1,200.00
14	RESTORATION (TOPSOIL, SEEDING, FERTILIZER, & EROSION CONTROL BLANKET)	1	LS	\$ 2,500.00	\$ 2,500.00
<b>FORCE MAIN REPLACEMENT - - ROADWAY DIRECTIONAL DRILL</b>					
1	MOBILIZATION / DEMOBILIZATION	1	LS	\$ 50,000.00	\$ 50,000.00
2	CONNECTION TO EXISTING FORCE MAIN	1	EA	\$ 5,000.00	\$ 5,000.00
3	SANITARY FORCE MAIN, 6" PVC	4,000	FT	\$ 120.00	\$ 480,000.00
4	TRENCH BACKFILL	600	CY	\$ 30.00	\$ 18,000.00
5	AIR RELEASE VALVE AND VALVE VAULT, 6' DIA.	2	EA	\$ 15,000.00	\$ 30,000.00
6	FORCE MAIN TESTING	1	LS	\$ 2,500.00	\$ 2,500.00
7	REMOVE AND DISPOSE OF NON-SPECIAL WASTE	100	CY	\$ 100.00	\$ 10,000.00
8	TREE REMOVAL AND REPLACEMENT		EA	\$ 1,500.00	\$ -
9	PAVEMENT REMOVAL	550	SY	\$ 12.00	\$ 6,600.00
10	HMA, CLASS D PATCH - ROADWAY	500	SY	\$ 80.00	\$ 40,000.00
11	HMA, CLASS D PATCH - BIKE PATH	50	SY	\$ 50.00	\$ 2,500.00
12	DRIVEWAY REMOVAL AND REPLACEMENT		SY	\$ 40.00	\$ -
13	SIDEWALK REMOVAL AND REPLACEMENT		SF	\$ 12.00	\$ -
14	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	40	FT	\$ 35.00	\$ 1,400.00
15	DETECTABLE WARNINGS		SF	\$ 35.00	\$ -
16	SILT FENCE	100	FT	\$ 2.50	\$ 250.00
17	INLET PROTECTION	20	EA	\$ 300.00	\$ 6,000.00
18	RESTORATION (TOPSOIL, SEEDING, FERTILIZER, & EROSION CONTROL BLANKET)	400	SY	\$ 15.00	\$ 6,000.00
19	PAVEMENT MARKINGS	1	LS	\$ 2,500.00	\$ 2,500.00
20	TRAFFIC CONTROL AND PROTECTION	1	LS	\$ 150,000.00	\$ 150,000.00



### Scope of Services

*Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;*

#### A. Conceptual Design (20%) Phase

- 1) Hold a project kick-off meeting with Village Staff to establish project goals and schedule.
- 2) Review existing Village documentation that may be appropriate to the project. This includes as-built information for the existing pump station and forcemain, including profile and discharge elevations.
- 3) Conduct two (2) site visits to confirm dimensions, by performing field measurements within the existing building, wet well and valve vault. This includes running the pumps in hand to allow for the wet well and all connected manholes to drain, and pipe elevations to be taken.
- 4) Conduct a topographic survey of the site and +/- 4,000 LF of ROW to determine property boundaries for design and permitting (TAI to coordinate design-stage JULIE locate for all utilities) and develop base files depicting existing site conditions.
- 5) Prepare conceptual design document 20% for Village review. Documents shall consist of engineering calculations, conceptual layout, and written descriptions of the Project. These shall include layout of the new pumps in the existing wet well, process design for pumps, piping, valves, as well as conceptual forcemain routing (plan view only).
- 6) Meet with Village staff once conceptual design documents are developed to discuss site constraints and alternative layouts for consideration.
  - a. Determine preferred manufacturers for pumps, valves, meters and other material details.
- 7) Based on the preferred alternative develop 20% civil and process plans. Hold a conceptual design review meeting to address the Village's review comments and requested revisions.

#### B. Preliminary Design (50%) Phase

- 1) Based on the approved Conceptual Design Phase, prepare 50% Engineering Plans and Specifications to show the scope, extent and character of the work. Include the following but is not limited to these drawings.
  - a) General Construction Details and Notes (Estimated 2 Sheets)
  - b) Site Civil drawings showing underground utilities, process piping, site grading and landscaping as applicable. (Estimated 4 Sheets)
  - c) Process drawings including the equipment layout, valves and process piping as well as forcemain plan and profiles within the right-of-way. (Estimated 12 Sheets)
  - d) Preliminary project specifications in accordance with 64 Division CSI Format.
- 2) Based on the selected forcemain construction technique, TAI will make recommendations and layout the proposed boring locations be the Village's geotechnical consultant to conduct borings (project fee includes an \$8,000 soil boring reimbursable allowance).
- 3) Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.



- 4) Hold a preliminary design review meeting to address the Village's review comments and requested revisions. During this meeting design layout details for the project will also be determined, including all Village traffic control requirements and detours along West Bartlett Road and the bike trail.

*C. Final Design (100%) Phase*

- 1) Based on the approved Preliminary Design Phase, prepare 90% Engineering Plans and Specifications to show the scope, extent and character of the work. Include the following but is not limited to these drawings.
  - e) General Construction Details and Notes (Estimated 2 Sheets)
  - f) Site Civil drawings showing underground utilities, process piping, site grading and landscaping as applicable. (Estimated 4 Sheets)
  - g) Demolition drawings showing existing structures and utilities to be removed as applicable. (Estimated 2 Sheets)
  - h) Structural drawings including layout and section for wet well modifications as applicable. (Estimated 2 Sheet)
  - i) Process drawings including the equipment layout, valves and process piping as well as forcemain plan and profiles within the right-of-way. (Estimated 12 Sheets)
  - j) Electrical drawings depicting power distribution requirements within the proposed improvements. (Estimated 3 Sheets)
  - k) Instrumentation drawings depicting the scope and extent of the proposed control system. (Estimated 2 Sheets)
  - l) Project specifications in accordance with 64 Division CSI Format.
- 2) Provide 90% complete plans to the Village and effected agencies for review and approval. Prepare an opinion of probable cost, based on the Final Engineering Plans. Hold a final review meeting with the Village.
- 3) Submit final plans and specifications to IEPA and MWRD as applicable to obtain the construct and operate permit.
- 4) Make minor revisions to the plans to incorporate changes required by reviewing agencies. Complete 100% drawings to satisfaction of the Village and appropriate permitting bodies.

*D. Bidding or Negotiating Phase*

- 1) Assist the Village with advertising the project for bid. Advertisement and plan production expenses will be considered reimbursable.
- 2) Attend a pre-bid meeting with the Village and prospective bidders.
- 3) Respond to questions about bid documents. Issue addenda as appropriate to clarify, correct, or change the Bidding Documents.
- 4) Attend the bid opening, prepare bid tabulation, and assist the Village in reviewing the bids, participate in any negotiations or clarification discussion and awarding contracts. Issue the Recommendation to Award to the Village.
- 5) Furnish and supply drawings and project specification copies as required.



Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

### Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project. Subconsultants have been incorporated into the fee. Reimbursable expenses will be charged at 0% markup. ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B. Estimated Engineering Hours are attached to this Exhibit E

The compensation is estimated as follows:

Conceptual Design Phase	\$33,515
Preliminary Design Phase	\$23,689
Final Design Phase	\$28,884
Bidding and Negotiating Phase	\$9,500
Reimbursables - Soil Borings	\$8,000
Reimbursables - Printing/plotting, etc.	\$1,000

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1<sup>st</sup> to reflect equitable changes in the compensation payable to ENGINEER.



### Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.



**Contents of Agreement**

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Trotter and Associates, Inc.:

\_\_\_\_\_

  
\_\_\_\_\_

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

By: Robert Scott Trotter, P.E., BCEE

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

Title: President

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

Date Signed: March 3, 2021

Address for giving notices:

Address for giving notices:  
40 W 201 Wasco Road, Suite D  
St. Charles, IL 60175

**ATTACHMENTS:**

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

EXHIBIT E – ESTIMATED ENGINEERING HOURS

CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



## EXHIBIT A - STANDARD TERMS AND CONDITIONS

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### ARTICLE 1 - SERVICES OF ENGINEER

#### 1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

### ARTICLE 2 - CLIENT'S RESPONSIBILITIES

#### 2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
  - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
  - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
  - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
  - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

### ARTICLE 3 - TIMES FOR RENDERING SERVICES

#### 3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

#### 3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable

costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

#### ARTICLE 4 - PAYMENTS TO ENGINEER

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##### 4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

##### 4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
  - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
  - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting

practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

#### ARTICLE 5 - OPINIONS OF COST

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##### 5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

##### 5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

##### 5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

#### ARTICLE 6 - GENERAL CONSIDERATIONS

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##### 6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.

- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

#### 6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

#### 6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

#### 6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the

- electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

#### 6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
1. Workers Compensation & Employer's Liability
    - a. Each Occurrence: \$1,000,000
  2. General Liability
    - a. Each Occurrence: \$1,000,000
    - b. General Aggregate: \$2,000,000
  3. Excess or Umbrella Liability
    - a. Each Occurrence: \$5,000,000
    - b. General Aggregate: \$5,000,000
  4. Automobile Liability
    - a. Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$1,000,000
  5. Professional Liability
    - a. Each Occurrence: \$2,000,000
    - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

#### 6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
    - b. By ENGINEER:
      - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
      - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. *For convenience,*
    - a. By CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors,

administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

#### 6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

#### 6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii)

warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

#### 6.11 Allocation of Risks

##### A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other

than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

#### 6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### 6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### 6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### 6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

#### 6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT B  
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

**2021 Schedule of Hourly Rates**

**2021 Reimbursable Expenses**

Classification	Billing Rate	Item	Unit	Unit Price
Principal Engineer	\$245.00	Engineering Copies	Sq. Ft.	\$0.29
Engineer VIII	\$239.00	1- 249 Sq. Ft.		
Engineer VII	\$208.00	Engineering Copies	Sq. Ft.	\$0.27
Engineer Level VI	\$198.00	250-999 Sq. Ft.		
Engineer Level V	\$173.00	Engineering Copies	Sq. Ft.	\$0.25
Engineer Level IV	\$153.00	1000-3999 Sq. Ft.		
Engineer Level III	\$138.00	Engineering Copies	Sq. Ft.	\$0.23
Engineer Level II	\$126.00	3999 Sq. Ft. & Up		
Engineer Level I	\$114.00	Mylar Engineering Copies	Each	\$8.00
Engineering Intern	\$55.00	up to 24" by 36"		
Senior Technician	\$167.00	Color Presentation Grade	Sq. Ft.	\$5.15
Technician Level IV	\$151.00	Large Format Print		
Technician Level III	\$139.00	Comb Binding > 120 Sheets	Each	\$4.75
Technician Level II	\$119.00	Comb Binding < 120 Sheets	Each	\$3.50
Technician Level I	\$98.00	Binding Strips (Engineering Plans)	Each	\$1.00
GIS Specialist III	\$155.00	5 Mil Laminating	Each	\$1.25
GIS Specialist II	\$114.00	Copy 11" x 17"	Each	\$0.50
GIS Specialist I	\$98.00	- Color		
Clerical Level III	\$91.00	Copy 11" x 17"	Each	\$0.25
Clerical Level II	\$78.00	- Black and White		
Clerical Level I	\$66.00	Copy 8.5" x 11"	Each	\$0.25
Professional Land Surveyor	\$200.00	- Color		
Survey Crew Chief	\$166.00	Copy 8.5" x 11"	Each	\$0.12
Survey Technician Level II	\$81.00	- Black and White		
Survey Technician Level I	\$66.00	Recorded Documents	Each	\$25.00
Department Director	\$198.00	Plat Research	Time and Material	
Prevailing Wage Survey Foreman**	\$191.00	Per Diem	Each Day	\$30.00
Prevailing Wage Survey Worker**	\$186.00	Field / Survey Truck	Each Day	\$45.00
Sub Consultants	Cost Plus 5%	Postage and Freight		Cost
		Mileage	Per Mile	Federal Rate

*\*\*Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

*Note: On January 1<sup>st</sup> of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.*

700 Geneva Parkway North, Suite B  
Lake Geneva, WI 53147  
O: 262.729.4350

40W201 Wasco Rd., Suite D  
St. Charles, IL 60175  
O: 630.587.0470

38 W. Grand Ave., Suite 300  
Fox Lake, IL 60020  
O: 224.225.1300

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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT C  
SUPPLEMENTAL CONDITIONS**

*NONE AT THIS TIME*

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TAI Initial \_\_\_\_\_



**EXHIBIT D  
CONTRACT ADDENDUM**

Project Name: Herrick House Lift Station & Forcemain Rehabilitation

Project No. VOB-009

Addendum No. \_\_\_\_\_

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount	\$ _____
Changes Prior to This Change	\$ _____
Amount of This Change	\$ _____
Revised Contract Amount:	\$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

VILLAGE OF BARTLETT

TROTTER AND ASSOCIATES, INC.

SIGNED:

\_\_\_\_\_

\_\_\_\_\_

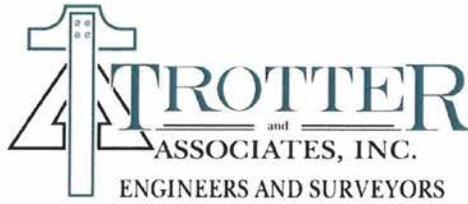
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TITLE

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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT E  
ESTIMATED ENGINEERING HOUR**

**Village of Bartlett  
Herrick House Lift Station & Forcemain Rehabilitation - Estimated Engineering Hours**

	Principal	PLS	Engineer VII	Engineer V	Engineer II	Sr. Technician	Technician Level III	Crew Chief	Line Item Total Hours	Line Item Total Cost
Rate:	\$245	\$200	\$208	\$173	\$126	\$167	\$139	\$166		
<b>Conceptual Engineering and Design</b>										
Kick-Off Meeting	1			1					2	\$418
Review Documentation	1			2					3	\$591
Obtain Utility Locations					2	4			6	\$920
Site Visits	1			1	1				3	\$544
Topo Survey		6				24		68	98	\$16,496
Conceptual Engineering Plans & Specs				0		0			0	\$0
Lift Station Site	1			6	4		8		19	\$2,899
Force Main	1			12	4	30			47	\$7,835
Hydraulic Calcs	1			2	6				9	\$1,347
Manufacturer Meetings	1			2					3	\$591
Equipment Selection Meeting				2					2	\$346
Equipment Data Sheets				2					2	\$346
Cost Estimate				2					2	\$346
Conceptual Review Meeting	2			2					4	\$836
<b>Subtotal</b>	<b>9</b>	<b>6</b>	<b>0</b>	<b>34</b>	<b>17</b>	<b>58</b>	<b>8</b>	<b>68</b>	<b>200</b>	<b>\$33,515</b>

	Principal	PLS	Engineer VII	Engineer V	Engineer II	Sr. Technician	Technician Level III	Crew Chief	Line Item Total Hours	Line Item Total Cost
Rate:	\$245	\$200	\$208	\$173	\$126	\$167	\$139	\$166		
<b>Preliminary Engineering and Design</b>										
50% Design Engineering & CADD										
General				2					2	\$346
Force Main	2			2	10	16			30	\$4,768
Lift Station Site	2			4	12		54		72	\$10,200
Specifications	2			8	16				26	\$3,890
Subconsultant Coordination				8					8	\$1,384
Cost Estimate	1			2					3	\$591
Coordinate Soil Borings				2				8	10	\$1,674
Preliminary Design Review Meeting	2			2					4	\$836
<b>Subtotal</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>38</b>	<b>16</b>	<b>54</b>	<b>8</b>	<b>165</b>	<b>\$ 23,689.00</b>

	Principal	Engineer VIII	Engineer VI	Engineer V	Engineer II	Sr. Technician	Technician Level III	Crew Chief	Line Item Total Hours	Line Item Total Cost
Rate:	\$245	\$239	\$198	\$173	\$126	\$167	\$139	\$166		
<b>Final Engineering and Design</b>										
100% Design Engineering & CADD										
Force Main	2			4	12	16			34	\$5,366
Lift Station Site	2			12	12		25		51	\$7,553
Structural		6					4		10	\$1,990
Electrical			16				12		28	\$4,836
Instrumentation			8						8	\$1,584
Specifications		4	8	4	12				28	\$4,744
Permit Sign Off - IEPA				4					4	\$692
Revise OPCC	1			2					3	\$591
Hold 95% Review Meeting w/ Village	2			2					4	\$836
Minor Revisions from Reviews				4					4	\$692
<b>Subtotal</b>	<b>7</b>	<b>10</b>	<b>32</b>	<b>32</b>	<b>36</b>	<b>16</b>	<b>41</b>	<b>0</b>	<b>174</b>	<b>\$ 28,884.00</b>

700 Geneva Parkway North, Suite B  
Lake Geneva, WI 53147  
O: 262.729.4350

40W201 Wasco Rd., Suite D  
St. Charles, IL 60175  
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Fox Lake, IL 60020  
O: 224.225.1300

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# Agenda Item Executive Summary

Item Name    Heritage Oaks Tree Preservation Tree Removal    Committee or Board    Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

A request to allow for the removal of three (3) dead trees in the Heritage Oaks Tree Preservation Easement at 320 S. Oak Avenue.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, letter of request, photo of dead trees, location map.

## ACTION REQUESTED

- For Discussion only
- Resolution: Move to approve Resolution #2021-\_\_\_\_\_A Resolution Approving the Removal of Dead Trees in the Heritage Oaks Tree Preservation Easement at 320 S. Oak Avenue.
- Ordinance
- Motion

Staff:            Sarah Christensen, Village Forester

Date:            3/1/2021

# Memo

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**To:** Daniel Dinges, Director of Public Works  
**From:** Sarah Christensen, Village Forester  
**Subject:** Heritage Oaks - Removal of dead trees at 320 S Oak Avenue  
**Date:** March 1, 2021

---

In 1978, the Village of Bartlett and Town and Country Builders entered into an Agreement in connection with the development of the Heritage Oaks Subdivision. As part of the Agreement the developers recorded a Tree Preservation and Drainage Easement in a covenant running with the land. The Tree Preservation and Drainage Easement was recorded in 1978 and 1979 and restricted the ability of future property owners to remove any dead trees or branches within the easement without the approval, by resolution, of the Village Board.

Sue Bundy, the owner of 320 S. Oak Avenue, has three (3) dead trees within the Tree Preservation easement on her lot. She is requesting permission to remove the dangerous trees located within the fifty (50) foot Tree Preservation Easement. I inspected the trees on February 26, 2021 and determined that these trees are dead and should be removed as soon as possible (see attached pictures).

Mrs. Bundy has submitted a letter of request to remove the dead trees (see attached). Also, attached for your review are pictures of the dead trees, a map showing the location of the subdivision lot, and a resolution for the Village Board to vote upon.

## RESOLUTION 2021-

### A RESOLUTION APPROVING THE REMOVAL OF DEAD TREES IN THE HERITAGE OAKS TREE PRESERVATION EASEMENT AT 320 S. OAK AVE.

**WHEREAS**, Sue Bundy (the “Owner”) of the property at 320 S. Oak Avenue (the “Property”) has petitioned the Village of Bartlett to allow for the removal of three (3) dead trees within the recorded Tree Preservation Easement on the Property, and

**WHEREAS**, the Village Forester has inspected the trees on the property and found that the trees are dead and has recommended its removal in the interest of public health, safety and welfare.

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

**SECTION ONE:** That in the interest of the public health, safety and welfare the dead trees located in the Tree Preservation Easement on Lot 19 in the Heritage Oaks Subdivision, 320 S. Oak Avenue may be removed by the owner or their contractor.

**SECTION TWO: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable and if 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 THREE: REPEAL OF PRIOR RESOLUTIONS.** All prior Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED this 16th day of March, 2021**

**APPROVED this 16th day of March, 2021**

---

**Kevin Wallace, Village President**

**ATTEST:**

---

**Lorna Giles, Village Clerk**

### **CERTIFICATION**

**I, Lorna Giles, 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 2021-\_\_\_\_\_ enacted on March 16, 2021 and approved on March 16, 2021 as the same appears from the official records of the Village of Bartlett.**

---

**Lorna Giles, Village Clerk**

February 26, 2021

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

Re: Tree Removal

Dear Board:

We are requesting permission to remove three dead oak trees on our preservation easement located at 320 S. Oak Avenue.

We have consulted with the Village of Bartlett Forester, Sarah Christensen, who visited our property and agreed the trees should be removed.

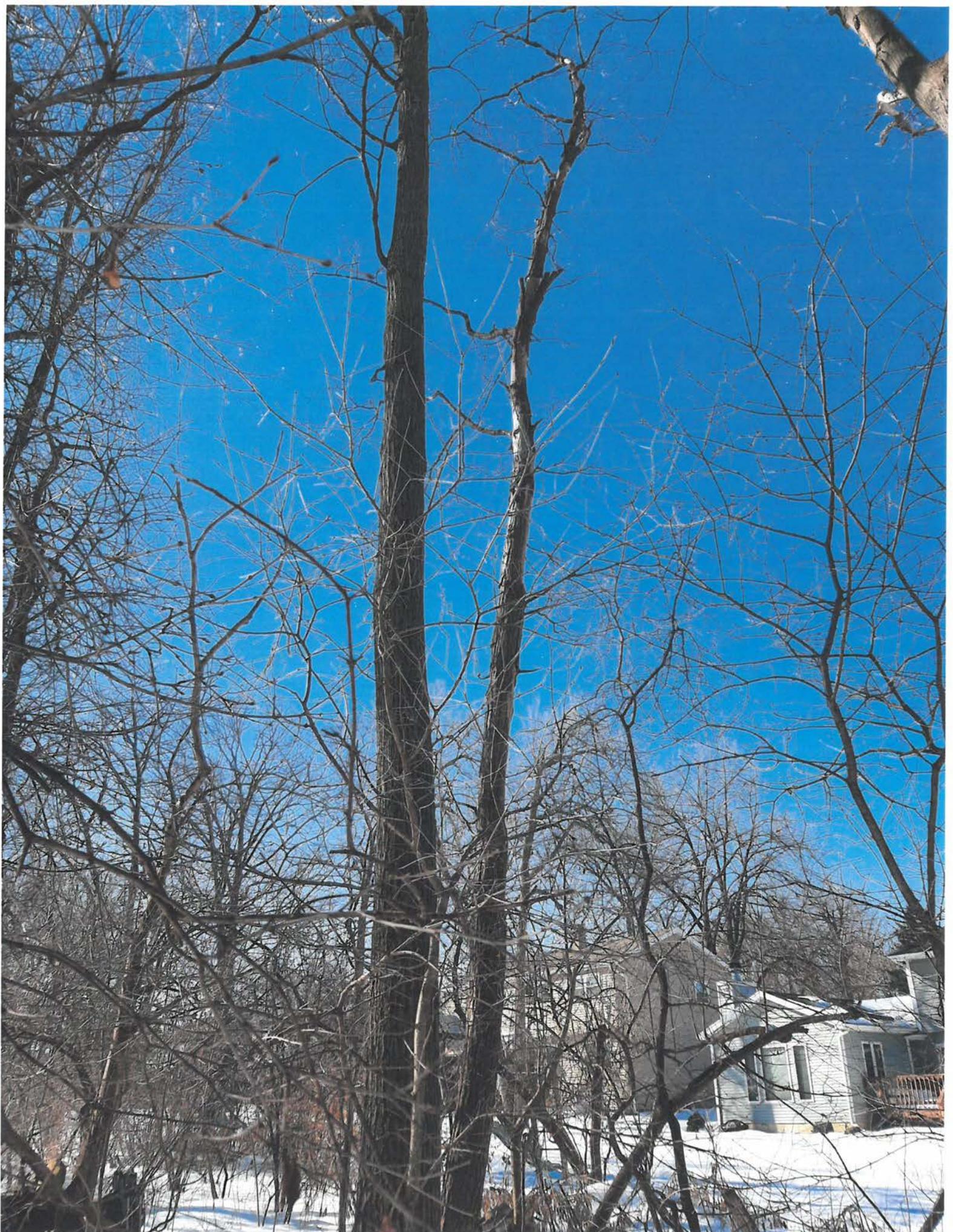
We are seeking your approval so this matter can be rectified as soon as possible before Spring arrives.

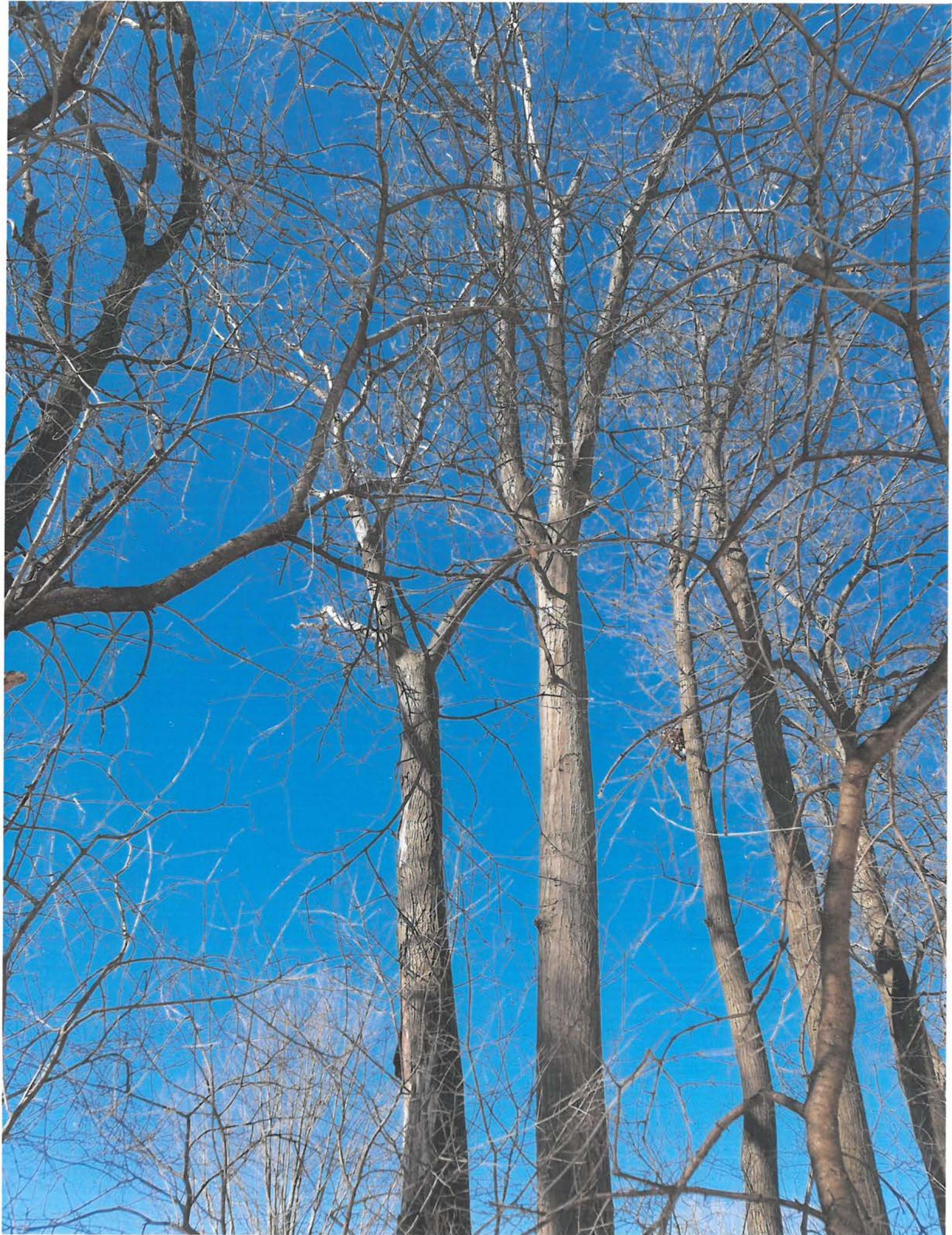
Thank you for your consideration in this matter.

Sincerely,

*Douglas & Susan Bundy*

Douglas and Susan Bundy  
320 S. Oak Ave.  
Bartlett, IL 60103





# LOCATION MAP

320 S. Oak Ave,  
PIN 06-34-413-046  
Lot 19





# Agenda Item Executive Summary

Item Name: Acceptance of Public Improvements for Express Car Wash, 1255 W. Lake Street  
Committee or Board: Board

## BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

Attached is an ordinance to accept the public improvements for the Express Car Wash at 1255 W. Lake Street. The developer, 1255 W. Lake Street, LLC has submitted all required final documents to the village. A set of record drawings has been received and is on file.

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

## ATTACHMENTS (PLEASE LIST)

Memo, PW Letter, Ordinance, Bill of Sale

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION: I MOVE TO APPROVE ORDINANCE \_\_\_\_\_ ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE EXPRESS CAR WASH AT 1255 W. LAKE STREET**

Staff: Bob Allen, Village Engineer

Date: March 16, 2021

# MEMORANDUM

---

To: Paula Schumacher, Village Administrator

From: Bob Allen, Village Engineer *BA*

Subject: Acceptance of Public Improvements for the Express Car Wash,  
1255 West Lake Street

Date: March 16, 2021

---

Attached is an ordinance to accept the public improvements for the Express Car Wash at 1255 West Lake Street. The developer, 1255 W. Lake Street, LLC has submitted all required final documents to the Village. A set of Record Drawings has been received and is on file.

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

Please place this ordinance on the next available agenda.

**MOTION: I MOVE TO APPROVE ORDINANCE \_\_\_\_\_ ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE EXPRESS CAR WASH AT 1255 WEST LAKE STREET**

March 16, 2021

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

Attn: Dan Dinges, Director of Public Works

RE: **VILLAGE ACCEPTANCE OF PUBLIC IMPROVEMENTS  
EXPRESS CAR WASH  
1255 West Lake Street**

Please be advised that the public improvements have been completed for the Express Car Wash at 1255 West Lake Street.

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

The developer, 1255 W. Lake Street, LLC, has submitted all required final documents to the Village. A set of reproducible Record Drawings, showing the completed public improvements has been received. The public improvements consist of an extension of the Village's water main system. Because this water main has been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

I recommend that the Village Board adopt an Ordinance accepting the public improvements for the Express Car Wash at 1255 West Lake Street.

Sincerely,

*Robert Allen*

Robert Allen, P.E.  
Village Engineer

Attachment

cc: Lorna Giles, Village Clerk  
Beth Uργο, Public Works  
Brian Goralski, Building Director  
Todd Dowden, Director of Finance  
Bryan Mraz, Village Attorney  
Roberta Grill, Director of PDS  
Dan Andre, 1255 W. Lake St., LLC  
Mike Elliott, Terra Engineering

**ORDINANCE 2021-**

**AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS FOR  
THE EXPRESS CAR WASH AT 1255 WEST LAKE STREET**

**WHEREAS**, the Village Engineer has reported to the corporate authorities that the water distribution system, (“the Public Improvements”) for the site known as the Express Car Wash (“the Development”) were completed substantially in accordance with the plans and specifications therefore and the requirements of the Village Subdivision Ordinance on October 1, 2020 (“the Completion Date”) and that 1255 West Lake Street, LLC, the developer of the site, (“the Developer”) has presented evidence that all of the Public Improvements have been fully paid for; and

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

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

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

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED**

**APPROVED**

**ATTEST:**

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

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

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2021-\_\_\_\_\_ enacted on March 16, 2021 and approved on March 16, 2021, as the same appears from the official records of the Village of Bartlett.

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

**BILL OF SALE**

**FOR THE WATER MAIN INSTALLED  
AT THE**

Squeaky G's Car Wash **INDUSTRIAL SITE**

**LOT NO.** \_\_\_\_\_ **SUBDIVISION**

**ADDRESS** 1255 W. Lake St, Bartlett, IL 60103

In consideration of the payment of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged, 1255 W. Lake St LLC ("the Seller") do hereby sell, assign, transfer and set over unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, the following described property:

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

("the Property") being the Public Improvements for the Squeaky G's Car Wash Industrial Site developed by the Seller in the Village of Bartlett.

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

IN WITNESS WHEREOF the Seller has signed and sealed, or caused this Bill of Sale to be signed and sealed, at Cook county, Illinois on 3rd of March 2021

Signed: [Signature]  
President

Attest: [Signature]  
Secretary

STATE OF ILLINOIS }  
COUNTY OF Cook }

SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel Andre and Shawn Andre, personally known to me to be the President and Secretary, respectively of 1255 W. Lake St LLC ("the Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing Bill of Sale, appeared before this day in person and severally acknowledged that they signed the foregoing Bill of Sale as such President and Secretary of the Corporation and caused the seal of the Corporation to be affixed thereto, as their free and voluntary act; and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of March, 2021

[Signature]  
Notary Public

My Commission Expires: 02-11-2023





# Memo

---

**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** **Synagro Sludge Hauling Contract Extension**  
**Date:** March 8, 2021

---

## **BACKGROUND**

The Village of Bartlett has had a contract with Synagro Central, LLC for the hauling and land application of biosolids (sludge) produced at the Wastewater Treatment Plant. The current contract is set to expire on March 31, 2021.

## **DISCUSSION**

Staff and Synagro Central, LLC had begun discussing a contract extension to continue handling the removal of sludge. Synagro has proposed a two-year contract extension that would run through March 31, 2023. With the two-year extension, Synagro has offered to maintain the current rate for this year, and then the increase by the change in the Consumer Price Index (CPI) as has been customary in the past. Their current price is \$20.36 per cubic yard. Attached is the Synagro amendment for review.

## **RECOMMENDATION**

Staff recommends approval of the extension and amendment to the sludge hauler contract with Synagro Central, LLC.

## **MOTION**

**I MOVE TO APPROVE RESOLUTION #2021-\_\_\_\_-R, A RESOLUTION APPROVING THE AMENDMENT AND EXTENSION TO THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SYNAGRO CENTRAL, LLC**

**RESOLUTION 2021 - \_\_\_ - R**

**A RESOLUTION APPROVING THE AMENDMENT AND EXTENSION TO THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SYNAGRO CENTRAL, 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 agreement between the Village of Bartlett and Synagro Central, LLC dated as of April 7, 2015 (the "Agreement"), amended to include the extension dated February 15, 2019 (the "First Extension"), is hereby amended to include the second extension dated March 16, 2021 (the "Amendment"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

**SECTION THREE: SEVERABILITY.** The various provision 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 its passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED            March 16, 2021**

**APPROVED        March 16, 2021**

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**Kevin Wallace, Village President**

**ATTEST:**

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**Lorna Giles, Village Clerk**

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 -\_\_\_-R, enacted on March 16, 2021, and approved on March 16, 2021, as the same appears from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk

FEBRUARY 25, 2021

Mr. John Pullia  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

**Re: Proposal for Biosolids Management Services Extension 2021 to 2023**

Dear Mr. Pullia:

Synagro Central, LLC is pleased to provide the following proposal to continue to provide Biosolids Management Services to the Village of Bartlett for an additional 24 month until March 31, 2023. The services include removal, transportation and land application or other beneficial uses of Class B Biosolids filter cake containing 15-25% dry solids produced at the Bartlett WWTP.

**Synagro Central, LLC To Provide:**

- Removal and Replacement of End Dump Trailers
- Maintain authorizations and landowner agreements required for land application services.
- Haul and apply biosolids in accordance with all applicable federal, state and local laws.
- Continue to provide monitoring, record keeping and reporting as required.
- Compliance sampling, land permitting, removal, hauling and land application of filter cake residuals.
- Annual reports, permit renewal, Ag-consulting, public relations support.

**Village To Provide:**

- 100% of the annual volume of Biosolids generated at the WWTP
- Access to owner's residual loading area as needed.
- Class B Biosolids cake.
- Loading of Synagro end dump trailers

**Price:**

**Year 1: April 1, 2021 to March 31, 2022.....\$20.36 per Cu. Yd. (Current Rate)**

**Year 2: April 1, 2022 to March 31, 2023.....\$20.36 plus CPI Increase**

Thank you for this opportunity to continue to be you service provider. We appreciate and value your business.



435 Williams Court, Suite 100  
Baltimore, MD 21220  
www.synagro.com



If this proposal meets your approval, please sign below as your acceptance of the contract extension and return a copy to: ekneis@synagro.com

Village of Bartlett, IL

Synagro Central, LLC

Sign \_\_\_\_\_

Sign \_\_\_\_\_

Name \_\_\_\_\_

Name Emil Kneis

Date \_\_\_\_\_

Date 2/25/21





# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Sr. Management Analyst  
**Date:** 3/5/2021  
**Re:** Class B Liquor License Application

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Attached for your consideration is the liquor license application submitted by Straight Flush Inc. doing business as Straight Flush at 143 E. Lake St.

Straight Flush is requesting a Class B License. The Class B 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 from 8:00 a.m. to 2:00 a.m. Friday and Saturday.

As the attached memo from the police department indicated, the applicant satisfies the requirements for the license issuance.

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

A class B license does not need to be created because there is currently one still on the books from the former business, Olivia's Place.

## Motion

I move to approve the Class B Liquor License application submitted by Straight Flush Inc.

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



### LIQUOR LICENSE APPLICATION

Date: 01-23-2020

Class of License: B

License Fee: \$900

1. Business Name: Straight flush Inc
2. Business Address: 143 e lake st. Bartlett, IL 60103
3. Telephone Number: [REDACTED]
4. Contact Name: Bishoy Bahour
5. Email Address: Straight.flush.2020@gmail.com
6. Registered Corporate Name: Straight flush Inc
7. Date of Incorporation: 01-19-2021 State of Incorporation: IL
8. Retailer Occupational/Sales Tax Number: [REDACTED]
9. State principal kind of business: Deli/Gaming Cafe
10. Description of premises or portion thereof sought to be licensed:  
\_\_\_\_\_
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: 40

12. Will the applicant be applying for a video gaming license for the purpose of conducting video gaming at the proposed licensed premises: yes

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

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

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

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

If so, give:

Name and Address of Lessor:

GB Property Management Inc  
125 N. HALSTED ST CHICAGO IL 60661

Period covered by lease:

From: \_\_\_\_\_ To: \_\_\_\_\_

Attach copy of signed lease

15. Specify the value of goods, wares, and merchandise now on hand: 0

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

If so,

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

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

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

**1. Corporation:**

a. List name and address of each Director

Name	Address
<u>Amir Soliman</u>	
<u>Bishoy Bahour</u>	
_____	_____
_____	_____

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

Name & Title	Address	Title
<u>Amir Soliman</u>		_____
<u>Bishoy Bahour</u>		_____
_____	_____	_____
_____	_____	_____

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

Name	Address	#Shares
<u>Amir Soliman</u>		_____
<u>Bishoy Bahour</u>		_____
_____	_____	_____
_____	_____	_____

d. Attach a copy of the Articles of Incorporation

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

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

a. List name and address of all managers:

Name	Address
<u>Bishoy Bahour</u>	
<u>Amir Seliman</u>	
_____	_____
_____	_____

b. List name and address of all members:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

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

Name	Percentage of membership interest
<u>Amir Seliman</u>	<u>50</u> %
<u>Bishoy Bahour</u>	<u>50</u> %
_____	_____ %
_____	_____ %

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

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

**3. Partnership**

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

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

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

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

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

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

**4. Sole Proprietorship**

a. List name and address of the Sole Proprietor:

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

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

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

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

If so, give,

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

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

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

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

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

If so, state particulars:

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

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

If so, give,

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

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

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

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

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

If so, give,

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

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

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

Name of the Liquor Manager: Bishay Bahar & Amir Soliman

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

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

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

If so,

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

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

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

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

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

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

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

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

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

### AFFIDAVIT

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

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

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

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

Subscribed and sworn to by Amin Saliman & Bishoy Babour  
before me this 9th day of February 2021

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



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

STATEMENT OF LIQUOR MANAGER

1. Business Name: Straight Flush Inc  
Business Address: 143 E lake st. Bartlett, IL 60103

2. Name of Liquor Manager: Amir Soliman

Residence Address: [REDACTED]

How long have you resided at this residence: 7 Months  
(If less than one year, list previous residence address)

Date of Birth: [REDACTED] Place of Birth: Cairo, Egypt

Social Security Number: [REDACTED]

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

Telephone Numbers:  
Home: [REDACTED]

Business: \_\_\_\_\_

Email Address: straightflush2020@gmail.com

3. Have you been fingerprinted for the purpose of this application: ~~no~~ YES

If so, Where: Bartlett Police

When: 02/2021

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

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

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

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

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

If so, give,

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

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

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

If so, give,

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

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

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

If so,

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

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

If so, give,

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

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

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

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

Name: Biskey Babcock

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

11. List employer for past five year:

Name: RTM Engineering

Address: 650 E Algonquin

Manager's name: Matt Wheeler

Employment type: full time

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:

Gas station Manager

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

14. How many hours per week will you be physically present at the premises to be licensed: 40

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

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

AFFIDAVIT

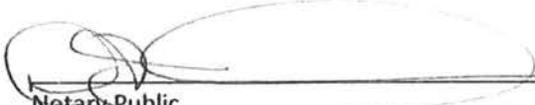
Village of Bartlett  
Counties of Cook, DuPage and Kane, Illinois

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

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

  
\_\_\_\_\_  
Signature of Manager or Agent

Subscribed and sworn to by Dariusz Boliman  
before me this 9<sup>th</sup> day of February, 2021

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

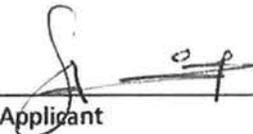


**CORPORATION INVESTIGATION AUTHORIZATION/RELEASE**

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

**INVESTIGATION AUTHORIZATION**

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

  
\_\_\_\_\_  
Signature of Applicant

Subscribed and sworn to by Amir Saliman  
before me this 9<sup>th</sup> day of February, 2021

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



STATEMENT OF LIQUOR MANAGER

1. Business Name: Straight flush INC  
Business Address: 143 E. lake st Bartlett, IL 60103

2. Name of Liquor Manager: Bishoy Bahar  
Residence Address: [REDACTED]

How long have you resided at this residence: 8  
(If less than one year, list previous residence address)

Date of Birth: [REDACTED] Place of Birth: Cairo, Egypt

Social Security Number: [REDACTED]

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

Telephone Numbers:  
Home: [REDACTED]

Business: \_\_\_\_\_

Email Address: Straight.Flush.2020@gmail.com

3. Have you been fingerprinted for the purpose of this application: ~~No~~ Yes

If so,  
Where: Bartlett police  
When: 02/2021

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

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

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

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

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

If so, give,

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

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

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

If so, give,

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

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

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

If so,

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

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

If so, give,

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

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

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

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

Name: Amir Soliman

Date of appointment: 01-23-2021

11. List employer for past five year:

Name: Gurnee mobil

Address: 1188 US Highway 41 Gurnee, IL 60031

Manager's name: Elham Bahavr

Employment type: Gas-station-c store

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:

previous employer

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

my gas station I sell liquor for 7 years

14. How many hours per week will you be physically present at the premises to be licensed: 40

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

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.

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

  
\_\_\_\_\_  
Signature of Applicant

Subscribed and sworn to by Bishoy Bahar  
before me this 9th day of February, 2021

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



AFFIDAVIT

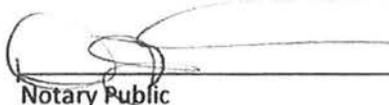
Village of Bartlett  
Counties of Cook, DuPage and Kane, Illinois

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

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

  
Signature of Manager or Agent

Subscribed and sworn to by Bishop Babour  
before me this 9th day of February, 2021

  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2021

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Jeff Volkman	
Volkman Insurance Agency		<b>PHONE (A/C, No, Ext):</b> 630-897-8824	<b>FAX (A/C, No):</b> 630-897-1550
161 S. Lincolnway, Suite 206		<b>E-MAIL ADDRESS:</b> jvolkmanins@gmail.com	
North Aurora IL 60542		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Lloyd's of London	
		<b>INSURER B:</b> West Bend Mutual Insurance Company	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b>			
Straight Flush Inc.			
143 E. Lake Street			
Bartlett IL 60103			

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			No Coverage Provided	05/01/21	05/01/22	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> <b>Blanket Additional Insured</b>						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMPI/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>			No Coverage Provided			COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$
	<b>UMBRELLA LIAB</b>			No Coverage Provided			EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			No Coverage Provided			PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
A	Liquor Liability Coverage			LIQ232962	02/01/21	02/01/22	Coverage Limit \$1,000,000
B	Liquor License Bond			2454701	01/27/21	01/27/22	Coverage Limit \$2,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

When required by written contract, Village or City Ordinance, the following will be afforded additional insured coverage:  
 Village of Bartlett, its local liquor commissioner, President and Board of Trustees, all of its elected or appointed officials, employees and any volunteer while acting on behalf of the Village and the licensee.  
 Liquor Liability Policy Includes the following coverage's:  
 Common Law Coverage

**CERTIFICATE HOLDER**      **CANCELLATION**

Village of Bartlett 228 S. Main Street Bartlett, IL 60103-4421	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Bond Number 2454701

# License and Permit Bond

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

Principal: (Full name and address)

Straight Flush Inc.  
143 E Lake St  
Bartlett, IL 60103-4143  
Effective Date: 01/27/2021

Obligee: (Principal's customer)

Village of Bartlett  
228 S Main St  
Bartlett, IL 60103-4421  
Expiration Date: 01/27/2022

**PENAL AMOUNT OF BOND:**

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

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

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

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

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

Signed with our hands and sealed with our seals this, the 27th day of January, 20 21.

Straight Flush Inc.

(Principal)

WEST BEND MUTUAL INSURANCE COMPANY

Kevin A. Steiner, Chief Executive Officer



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



THE SILVER LINING®

Bond No. 2454701

POWER OF ATTORNEY

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

Kevin A. Steiner

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

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

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

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

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

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



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

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

Signed and sealed at West Bend, Wisconsin this 27th day of January, 2021.



Heather Dunn
Vice President - Chief Financial Officer

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

# Certificate of Completion



AMIR SOLIMAN

Has diligently and with merit completed the  
On-Premise BASSET Alcohol Certification on 2/24/2021

from the American Safety Council.

A handwritten signature in cursive script, appearing to read "Jeff Pairan".

Jeff Pairan



**Illinois BASSET Training**

This card certifies that:

**AMIR SOLIMAN**

has completed the  
On-Premise BASSET Alcohol Certification



Josh Poirier

**3/26/2021**

Exp. Date:

# Certificate of Completion

**American  
Safety Council**

BISHOY BAHOUR

Has diligently and with merit completed the  
On-Premise BASSET Alcohol Certification on 2/18/2021

from the American Safety Council.



Jeff Pairan



# Illinois BASSET Training

This card certifies that:

**BISHOY BAHOUR**

has completed the  
On-Premise BASSET Alcohol Certification



J. P. Pallen

**3/20/2021**

Exp. Date



**POLICE DEPARTMENT MEMORANDUM  
21-02**

**DATE:** February 15, 2021  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Patrick B. Ullrich, Chief of Police   
**RE:** Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Bishoy Adel Bahour

Business: Straight Flush Inc.

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.

PBU/hma

cc: Diane Czerwinski  
File

**POLICE DEPARTMENT MEMORANDUM  
21-05**

**DATE:** February 19, 2021  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Patrick B. Ullrich, Chief of Police   
**RE:** Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Amir H. Soliman

Business: Straight Flush Inc.

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.

PBU/hma

cc: Diane Czerwinski  
File

## ASSIGNMENT

THIS ASSIGNMENT, is made this 23rd day of February 2021, by and between Blackjack Enterprises, LLC, hereinafter called "Assignor", Straight Flush, Inc., hereinafter called "Assignee" and GB Property Management, Inc., hereinafter called "Landlord".

## RECITALS

WHEREAS, Assignor and Landlord are parties to a certain lease agreement dated April 12, 2017, hereinafter called the "Lease" for the certain premises commonly known as 143-49 E. Lake St., Bartlett, IL, as further described in the Lease, hereinafter called the "Premises".

WHEREAS, Assignor desires to assign its rights, title and interest in the Lease and the Premises to Assignee and Assignee desires to accept an assignment of the right, title and interest in the Lease and Premises from Assignor.

WHEREAS, Assignee needs to obtain all required licenses and permits from the applicable governmental agencies in order to operate as per the intended use as stated in Section 2B of Lease which include a gaming license.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency thereof hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Upon the later of (i) Assignee receiving all required licenses and permits required to operate as per the intended use as stated in Section 2B of the Lease from all applicable governmental agencies; (ii) Assignor and Assignee completing their transaction for the sale of Assignor's business assets in and relating to the Premises from Assignor to Assignee and providing written acknowledgement of (i) and (ii) above to Landlord and (iii) all Rent required under the Lease being paid in full through the month of the Assignment, Assignor's rights, title and interest in the Lease and the Premises shall be assigned from Assignor to Assignee, hereinafter called the "Effective Date".
2. As of the Effective Date, Assignee hereby agrees to accept the assignment of Assignor's rights, title and interest in the Lease and the Premises and further Assignor hereby agrees to be fully bound by the terms and conditions of the Lease.
3. As of the Effective Date, Landlord acknowledges and consents to the assignment of the Lease and the Premises from Assignor to Assignee as described above.
4. As a material consideration to Landlord for agreeing to the terms of the Assignment, Bishop Bahour and Amir Soliman hereby agree to guaranty the performance of the

terms and conditions of the Lease, as further described in Exhibit A attached to and made a part of this Assignment, as of the Effective Date.

5. Assignor, Assignee, and all their stockholders, members, owners and any other person or entity related thereto, as well as Bishoy Bahour and Amir Soliman hereby waive any liability or cause of action of any kind or nature against Landlord or any of Landlord's employees, officers, agents or any other person or entity related to Landlord including but not limited to the owner of the real estate containing the Premises, hereafter called "Landlord Parties", for entering into this Assignment or anything related in any way thereto and further agree to indemnify Landlord Parties against any liability or cause of action that arises out of this Agreement or anything related thereto, including all of Landlord Parties costs and attorney's fees.

6. Upon the Effective Date, Section 21 of the Lease shall be modified as follows:

Bishoy Bahour

[REDACTED] 7

Amir Soliman

[REDACTED]

7. This Assignment is hereby contingent upon Assignee receiving all licenses and permits, hereinafter called "L&P" required for Assignee to operate in accordance with the intended use as stated in Section 2B of the Lease from all applicable governmental agencies. Assignee shall have until April 30, 2021 to obtain the L&P. If Assignee does not provide documentation to Landlord prior to April 30, 2021 evidencing that Assignee has obtained all the required L&P this Assignment shall terminate and be of no further force or effect.

8. Provided that Assignee timely meets the requirements of the Assignment, Landlord agrees to allow Assignee to have the exclusive right to have gaming in the Shopping Center owned by Landlord which contains the Premises.

Signature page to follow:

IN WITNESS WHEREOF, the parties have executed the Assignment as of the day and year written below.

ASSIGNOR: BLACKJACK ENTERPRISES, INC. Blackjack's Enterprise, LLC-Bartlett

DocuSigned by:  
*Walter Jack*  
BY: *Walter Jack*  
ITS: Managing Member  
DATED: 2/24/2021

ASSIGNEE: STRAIGHT FLUSH, INC.

DocuSigned by:  
*Amir Soliman*  
BY: *Amir Soliman*  
ITS: President  
DATED: 2/23/2021

DocuSigned by:  
*Bishop Balow*  
BY: *Bishop Balow*  
ITS: Secretary  
DATED: 2/24/2021

LANDLORD: GB PROPERTY MANAGEMENT, INC.

DocuSigned by:  
*Greg Berkowitz*  
BY: GREG BERKOWITZ, PRESIDENT  
DATED:



or exchange for any such property, and (e) resort to Guarantors for payment of any of the Liabilities, or any portion thereof, whether or not Landlord shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any party primarily or secondarily liable on any of the Liabilities. Any amount received by Landlord from whatever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as Landlord may from time to time elect.

Guarantors waives: (a) notice of the acceptance of this Guaranty, (b) notice of the existence or creation of the Lease or all or any of the Liabilities, (c) presentment, demand, notice of dishonor, protest, and all other notice of whatever, and (d) all diligence on the part of Landlord in collection or protection of, or realization upon, any security for any of the Liabilities or in enforcing any remedy available to it under the Lease.

The creation or existence from time to time of Liabilities in excess of the amount to which the right of recovery under this Guaranty is limited is hereby authorized, without notice to Guarantors and shall in no way affect or impair this Guaranty.

Landlord may, without notice of any kind, sell, assign or transfer all or any of the Liabilities, and in such event each and every successive assignee, transferee, or holder of all or any of the Liabilities, shall have the right to enforce this Guaranty, by suit or otherwise for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits. Landlord shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this Guaranty for the benefit of Landlord, as to so much of the Liabilities as it has not sold, assigned, or transferred.

No delay or failure on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by Landlord of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy contained herein. No action of Landlord permitted hereunder shall in any way impair or affect this Guaranty. No right or power of Tenant or anyone else to assert any claim or defense as to the invalidity or unenforceability of the Lease or of the Liabilities shall impair or affect the obligations of Guarantors hereunder. Until all of the Liabilities shall have been paid to Landlord in full, Guarantors shall have no right to subrogation, and until such time Guarantors waives any right to enforce any remedy which Landlord now has or may hereafter have against Tenant, and waives any benefit of any right to participate in any security now or hereafter held by Landlord.

Until each and every one of the covenants and agreements of this Guaranty are fully performed, Guarantor's obligations shall not be released, in whole or in part, by any action or thing which might, but for this provision of this instrument, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of Landlord or its failure to proceed promptly or otherwise, or by reason of any action taken or omitted by Landlord, whether or not such action

or failure to act varies or increases the risk of, or affects the rights or remedies of Guarantors or by reason of any further dealings between Tenant, Landlord or any other guarantor.

Any notice, demand or request by Landlord, its successors or assigns, to Guarantors shall be in writing, and shall be deemed to have been duly given or made if either delivered personally to Guarantors or mailed by certified or registered mail, addressed to Guarantors, at the following address:

Guarantor's Address:

Bishoy Bahour: [Redacted]

Amir Soliman: [Redacted]

and to Landlord at the address provided in the lease

Landlord shall be entitled to assign this Guaranty and all of its rights, privileges, interests, and remedies hereunder to any other person, firm, entity, bank or corporation whatsoever without notice to or consent by Guarantors, and such assignee shall be entitled to the benefits of this Guaranty and to exercise all such rights, interests and remedies as fully as Landlord. This Guaranty shall inure to the benefit of Landlord, its successors and assigns, and shall bind Guarantors jointly and severally, together with its heirs, representatives, successors and assigns. If more than one party shall execute this Guaranty, the term "Guarantor" shall mean all parties executing this Guaranty, and all such parties shall be jointly and severally obligated hereunder.

This Guaranty shall be construed in accordance with the laws of the state of Illinois, and such laws shall govern the interpretation, construction and enforcement hereof. Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

SIGNED, SEALED AND DELIVERED as of the 23rd day of February, 2021.

GUARANTOR

DocuSigned by:  
Bishoy Bahour  
Bishoy Bahour

GUARANTOR

DocuSigned by:  
Amir Soliman  
Amir Soliman

**EXHIBIT A**  
**GUARANTY**

Lease Agreement dated: April 12, 2017

Landlord: GB Property Management, Inc.

Tenant: Blackjack's Enterprise, LLC

**GUARANTY OF LEASE**

APRIL 26, 2017

FOR TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Walter Jack (collectively, "Guarantor"), in connection with that certain Lease Agreement dated April 12, 2017 (the "Lease") for that certain premises known as 143-149 E. Lake St., Bartlett, IL, by and between Landlord and Tenant, the undersigned guarantor hereby duly executes and delivers this Guaranty of Lease (the "Guaranty"), and covenants and agrees to guaranty, for and on behalf of Landlord and Landlord's transferees, successors and assigns, the full and complete performance and payment (as applicable) of all of the obligations, liabilities and duties of any nature and kind of Tenant under the Lease (collectively the "Liabilities").

Guarantor represents and acknowledges that the making of the Lease will be of direct interest, benefit and advantage to Guarantor, and that, without the execution and delivery of this Guaranty, Landlord would not have agreed to enter into said Lease.

The obligations of Guarantor hereunder are independent of the obligations of Tenant, and separate actions for payment, damages or performance may be brought and prosecuted against Guarantor whether or not an action is brought against Tenant or the security for Tenant's obligations, and whether or not Tenant is joined in any such actions, and whether or not notice is given or demand is made upon Tenant.

Landlord may, from time to time, without notice to Guarantor and without affecting, diminishing or releasing the liability of Guarantor (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder, (b) retain or obtain the primary or secondary liability of any party or parties, in addition to Guarantor, with respect to any of the Liabilities, (c) release or compromise any liability of any of the parties primarily or secondarily liable on any of the Liabilities, (d) release its security interest, if any, in all or any property securing any of the Liabilities or any obligation hereunder and permit any substitution or exchange for any such property, and (e) resort to Guarantor for payment of any of the Liabilities, or any portion thereof, whether or not Landlord shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any party

primarily or secondarily liable on any of the Liabilities. Any amount received by Landlord from whatever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as Landlord may from time to time elect.

Guarantor waives: (a) notice of the acceptance of this Guaranty, (b) notice of the existence or creation of the Lease or all or any of the Liabilities, (c) presentment, demand, notice of dishonor, protest, and all other notice of whatever, and (d) all diligence on the part of Landlord in collection or protection of, or realization upon, any security for any of the Liabilities or in enforcing any remedy available to it under the Lease.

The creation or existence from time to time of Liabilities in excess of the amount to which the right of recovery under this Guaranty is limited is hereby authorized, without notice to Guarantor and shall in no way affect or impair this Guaranty.

Landlord may, without notice of any kind, sell, assign or transfer all or any of the Liabilities, and in such event each and every successive assignee, transferee, or holder of all or any of the Liabilities, shall have the right to enforce this Guaranty, by suit or otherwise for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits. Landlord shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this Guaranty for the benefit of Landlord, as to so much of the Liabilities as it has not sold, assigned, or transferred.

No delay or failure on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by Landlord of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy contained herein. No action of Landlord permitted hereunder shall in any way impair or affect this Guaranty. No right or power of Tenant or anyone else to assert any claim or defense as to the invalidity or unenforceability of the Lease or of the Liabilities shall impair or affect the obligations of Guarantor hereunder. Until all of the Liabilities shall have been paid to Landlord in full, Guarantor shall have no right to subrogation, and until such time Guarantor waives any right to enforce any remedy which Landlord now has or may hereafter have against Tenant, and waives any benefit of any right to participate in any security now or hereafter held by Landlord.

Until each and every one of the covenants and agreements of this Guaranty are fully performed, Guarantor's obligations shall not be released, in whole or in part, by any action or thing which might, but for this provision of this instrument, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, modification, forbearance or delay or other act or omission of Landlord or its failure to proceed promptly or otherwise, or by reason of any action taken or omitted by Landlord, whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of Guarantor or by reason of any further dealings between Tenant, Landlord or any other guarantor.

vicinity of the Premises. Tenant shall reimburse Landlord for : (i) losses in or reductions to rental income resulting from Tenant's use, storage and disposal of Hazardous Materials; (ii) all costs of refitting or other alterations to the Leased Premises necessitated by Tenant's use, storage, or disposal of Hazardous Materials including, without limitation, alterations required to accommodate an alternate use of the Premises; and (iii) any diminution in the fair market value of the Premises caused by Tenant's use, storage or disposal of Hazardous Materials. Tenant agrees to defend all such Claims on behalf of Landlord with counsel acceptable to Landlord, and to pay all fees, costs, damages or expenses relating to or arising out of any such Claim including attorney's fees and costs. Tenant shall further agree to be solely responsible for and shall indemnify, defend and hold Landlord and its Agents harmless from and against all Claims, including reasonable attorney's fees and costs, arising out of or in connection with any removal, clean-up or restoration work which is required by any government agency having jurisdiction and which arises from Tenant's storage, use or disposal of Hazardous Materials on the Premises during its occupancy of the Premises. From time to time during the Term of the Lease or any extension thereof and not more than ninety (90) days after the expiration or earlier termination of this Lease, including any extension thereto, Landlord may, in its sole discretion conduct tests of the Premises to determine the presence of Hazardous Materials. Results of said tests will be provided to Tenant at Tenant's request. In the event such tests indicate the presence of Hazardous Materials due to the activities of Tenant, and Tenant's confirming tests reach the same conclusion, Tenant shall, in addition to its other obligations hereunder, reimburse Landlord for the cost of such test or tests and shall immediately commence procedures to, remove such Hazardous Materials from the Premises. Tenant's reimbursement to Landlord of its tests shall not constitute a final acceptance of the tests by Tenant or a waiver by Tenant to contest the results of the tests.

**26. WAIVER OF JURY TRIAL.**

Landlord and Tenant agree that, to the extent permitted by law, each shall and hereby does waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Lease.

**27. ASSIGNMENT OF LEASE.**

Tenant shall not assign or hypothecate this Lease nor sublet or otherwise transfer its interest in all or any part of the Premises, all hereinafter referred to as "Assign" or "Assignment" without the prior written consent of Landlord, which consent shall not be unreasonably withheld, based on the requirements defined below. If Tenant wishes to Assign it shall give notice in writing (by certified mail return receipt requested or by personal delivery) of such intention to Landlord, furnishing Landlord with a copy of all relevant documentation and full information as to the identity and financial status of the proposed assignee or subtenant and in the event that the proposed assignee or subtenant is not an individual, then additionally the full identity and financial status of the proposed guarantor for assignee or subtenant of the performance of the terms and conditions of the Lease. Under no circumstance shall there be an Assignment of this Lease without a person, entity or guarantor of the terms and conditions of this Lease acceptable to

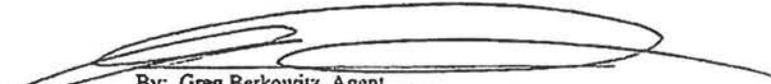
Landlord in Landlord's discretion. Thereupon, Landlord shall have, within thirty (30) days of receipt of such notice, the right to approve or reject the Assignment, and in the case an approval by Landlord, the original (or then current) Tenant and Guarantor would be relieved of their obligations under this Lease providing that the new assignee or subtenant agrees in writing to provide a guarantor as stated above that is acceptable to Landlord of the terms and conditions of this Lease. If no such response is given, Landlord shall be deemed to have rejected to approve the Assignment. The consent by Landlord to any Assignment shall not constitute a waiver of the necessity for such consent to any subsequent Assignment.

**28. BROKER'S COMMISSION.**

Tenant and Landlord hereby represent that they have not dealt with any brokers in connection with this transaction other than SVN Landmark who will be paid by Landlord under the terms of a separate agreement and hereby indemnify the other party in the event that any other broker makes a claim for commission on their behalf.

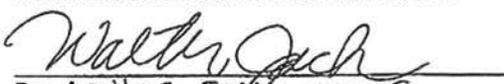
IN WITNESS WHEREOF, the parties have signed as of the date and year set forth below.

LANDLORD: GB PROPERTY MANAGEMENT, INC.

  
By: Greg Berkowitz, Agent

Dated: 5-1-17

TENANT: BLACKJACK'S ENTERPRISE, LLC

  
By: Walter Jack owner

Its:  
Dated: 4/26/2017

(b) It shall also deposit with Landlord, as security for the timely payment of Rent, an amount equal to three months' Base Rent and other monetary obligations payable under this Lease;

(c) If not otherwise required by the terms of this Lease, it shall also pay in advance, on each day that any installment of Base Rent is payable, one-twelfth of Tenant's annual tax, escalation and other obligations under this Lease; and

(d) The obligations imposed upon the trustee or the debtor-in- possession will continue for Tenant after the completion of bankruptcy proceedings.

(4) For purposes of this subparagraph (B), adequate assurance" means that:

(a) Landlord determines that the Tenant, trustee or the debtor-in-possession has, and will continue to have, sufficient unencumbered assets, after the payment of all secured obligations and administrative expenses, to assure Landlord that the trustee or the debtor-in-possession will have sufficient funds timely to fulfill Tenant's obligations under this Lease and to keep the Premises properly staffed with sufficient employees to conduct a fully operational, actively promoted business in the Premises; and

(b) An order shall have been entered segregating sufficient cash payable to Landlord and/or valid and perfected first lien and security interest shall have been granted in property of Tenant, trustee, or debtor-in-possession which is acceptable in value and kind to Landlord, to secure to Landlord the obligations' of Tenant as trustee or debtor-in-possession to cure all monetary and nonmonetary defaults under this Lease within the time periods set forth above.

(C) In the event this Lease is assumed by a trustee appointed for Tenant or by Tenant as debtor-in-possession under the provisions of subparagraph (B) above and, thereafter, Tenant is either adjudicated a bankrupt or files a subsequent petition for arrangement under Chapter 11 of the Bankruptcy Code, then Landlord may, at its option, terminate this Lease and all the Tenant's rights under it, by giving written notice of Landlord's election so to terminate.

(D) If the trustee or the debtor-in-possession has assumed this Lease, pursuant to subparagraph (A) or (B) above, to assign or to elect to assign Tenant's interest under this Lease or the estate created by that interest to any other person, such interest or estate may be assigned only if the intended assignee has provided adequate assurance of future performance, as defined in this subparagraph (iv), of all of the terms, covenants, and conditions of this Lease. For the purposes of this subparagraph (iv), "adequate assurance of future performance" means that Landlord has ascertained that each of the following conditions has been satisfied:

(1) The assignee has submitted a current financial statement, audited by a

certified public accountant, which shows a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by the assignee of the tenant's obligations under this Lease;

(2) If requested by Landlord, the assignee will obtain guarantees, in form and substance satisfactory to Landlord, from one or more persons who satisfy Landlord's standards of creditworthiness; and

(3) Landlord has obtained consents or waivers from any third parties which may be required under any lease, mortgage, financing arrangement, or other agreement by which Landlord is bound, to enable Landlord to permit such assignment.

(E) When, pursuant to the Bankruptcy Code, the trustee or the debtor-in-possession is obligated to pay reasonable use and occupancy charges for the use of all or part of the Premises, it is agreed that such charges will not be less than the Base Rent as defined in this Lease, plus additional rent and other monetary obligations of Tenant included herein.

(F) Neither Tenant's interest in this Lease nor any estate of Tenant created in this Lease shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, nor otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant, unless Landlord consents in writing to such transfer. Landlord's acceptance of rent or any other payments from any trustee, receiver, assignee, person, or other entity will not be deemed to have waived, or waive, either the requirement of Landlord's consent or Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without such consent.

## 25. ENVIRONMENTAL.

Tenant shall comply with all Laws (hereinafter defined relating to the storage, use and disposal of Hazardous Materials (hereinafter defined). No Hazardous Materials shall be disposed of on the Premises. For purposes of this Section, 'Hazardous Materials' means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, or any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree (collectively "Laws") regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. To the extent Landlord does not contribute to same, Tenant shall be solely responsible for and shall indemnify, defend and hold Landlord and its subsidiaries, directors, officers, employees, servants and agents (collectively "Agents") harmless from any and all claims, judgments, losses, demands, causes of action, proceedings or hearings relating to the storage, placement or use of Hazardous Materials (hereinafter collectively referred to as "Claims") by Tenant, its Agents or invitees on or about the Premises including, without limitation, Claims resulting from the contamination of subterranean water beneath, adjoining or in the

H. Captions. The headings and captions used throughout this Lease are for convenience and reference only and shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of any provisions in this Lease.

I. Scope of Benefits Inuring to Landlord. All indemnities, covenants and agreements of Tenant contained herein which inure to the benefit of Landlord shall be construed to also inure to the benefit of Landlord's partners, officers, agents and employees.

J. Time is of the Essence. Time is of the essence of this Lease and each of its provisions.

K. Governing Law. Interpretation of this Lease shall be governed by the laws of the State of Illinois.

L. Partial Invalidity. If any of the terms, provisions or conditions contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

### **23. SECURITY DEPOSIT.**

Tenant herewith deposits with Landlord the sum of \$3,146.00 as security for the performance by Tenant of every covenant and condition of this Lease. Said deposit may be commingled with other funds of Landlord and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, Landlord may apply the whole or any part of such security deposit to the payment of any sum in default or any sum which Landlord may be required to spend by reason of Tenant's default. This includes, but is not limited to, applying the security deposit first to any restoration and/or cleanup costs necessary over and above normal wear and tear of the vacated space. In this event, Tenant shall be required to replenish the balance of the security deposit to the original amount provided Landlord allows Tenant to retain occupancy of the Premises. It is understood that the security deposit is not to be considered as 'the last month's rent under the Lease. Should Tenant comply with all of the covenants and conditions of this Lease, the security deposit or any balance thereof shall be returned to Tenant at the expiration of the Term or any property exercised extensions thereof.

### **24. BANKRUPTCY.**

It is understood and agreed that the following shall apply in the event of the bankruptcy or insolvency of Tenant:

- (A) If a petition is filed by, or an order for relief is entered against Tenant under

Chapter 7 of the Bankruptcy Code and the trustee of Tenant elects to assume this Lease for the purpose of assigning it, such election or assignment, or both, may be made only if all of the terms and conditions of subparagraphs (B) and (D) below are satisfied. To be effective, an election to assume this Lease must be in writing and addressed to Landlord, and in Landlord's business judgment, all of the conditions hereinafter stated, which Landlord and Tenant acknowledge to be commercially reasonable, must have been satisfied. If the trustee fails so to elect to assume this Lease within sixty (60) days after such filing or order, this Lease will be deemed to have been rejected, and Landlord shall then immediately be entitled to possession of the Premises without further obligation to Tenant or the trustee, and this Lease shall be terminated. Landlord's right to be compensated for damages in the bankruptcy proceeding, however, shall survive such termination.

(B) If Tenant filed a petition for reorganization under Chapters 11 or 13 of the Bankruptcy Code, or if a proceeding filed by or against Tenant under any other chapter of the Bankruptcy Code is converted to a chapter 11 or 13 proceeding and Tenant's trustee or Tenant as debtor-in-possession fails to assume this Lease within sixty (60) days from the date of the filing of such petition or conversion, then the trustee or the debtor-in-possession shall be deemed to have rejected this Lease. To be effective, any election to assume this Lease must be in writing addressed to Landlord and, in Landlord's business judgment, all of the following conditions, which Landlord and Tenant acknowledge to be commercially reasonable, must have been satisfied:

(1) The trustee or the debtor-in-possession has cured or has provided to Landlord adequate assurance, as defined in this subparagraph (B), that:

(a) It will cure all monetary defaults under this Lease within ten (10) days from the date of assumption; and

(b) It will cure all nonmonetary defaults under this Lease within thirty (30) days from the date of assumption; and

(2) The trustee or the debtor-in-possession has compensated Landlord, or has provided Landlord with adequate assurance, as hereinafter defined, that within ten (10) days from the date of assumption Landlord will be compensated for any pecuniary loss it has incurred arising from the default of Tenant, the trustee, or the debtor-in-possession, as recited in Landlord's written statement of pecuniary loss sent to the trustee or debtor-in-possession.

(3) The trustee or the debtor-in-possession has provided Landlord with adequate assurance of the future performance of each of Tenant's obligations under this Lease; provided, however, that:

(a) From and after the date of assumption of this Lease, it shall pay all monetary obligations, including the Base and Additional Rents payable under this lease advance in equal monthly installments on each date that such Rents are payable.

Tenant remaining liable for and hereby agreeing to pay Landlord any deficiency;  
or

(ii) To cancel and terminate the remaining term of this Lease, re-enter and take possession of the Premises free of this Lease and thereafter this Lease shall be null and void and the rents in such case shall be apportioned and paid on and up to the date of such entry. Tenant shall be liable for all loss and damage resulting from such breach or default; or

(iii) Enforce the provisions of this Lease and enforce and protect the right of Landlord by a suit or suits in equity or law for specific performance of any covenant or agreement contained under this Lease, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all monies due or to become due from Tenant under this Lease.

#### **19. EXPENSES OF ENFORCEMENT.**

The prevailing party in any lawsuit arising from or under this Lease shall be entitled to recover from the non-prevailing party all of the prevailing party's attorney's fees and expenses incurred in enforcing the terms of this Lease or rights of the prevailing party.

#### **20. QUIET ENJOYMENT.**

Landlord covenants that Tenant, on paying the Rents herein provided and keeping, performing and observing the covenants, agreements and conditions herein required of Tenant, shall peaceably and quietly hold and enjoy the Premises for the Term, subject, however, to the terms of this Lease.

#### **21. NOTICES.**

All notices to be given under this Lease shall be in writing and delivered personally, or by United States mail (postage prepaid, certified or registered, with return receipt requested), or by a recognized same-day or overnight delivery service. Notices to Landlord shall be addressed to:

GB Property Management, Inc.  
125 N. Halsted St.  
Suite 203  
Chicago, IL 60661  
Attention: Greg Berkowitz

Notices to Tenant shall be addressed to:

Blackjack's Enterprise, LLC  
2640 Boxwood Dr.  
Elgin, IL 60124

Attention: Walter Jack

Notices are given when received or when delivery is attempted and refused.

## 22. MISCELLANEOUS.

A. **Rights Cumulative.** All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law or equity. If Landlord or Tenant shall consist of more than one person or entity, each such person or entity shall be jointly and severally obligated for the duties and liabilities of Landlord and Tenant, respectively, hereunder.

B. **Terms.** The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, and singular or plural, as the case may require, shall in all cases be assumed as though in each case fully expressed.

C. **Binding Effect.** Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective successors, transferees and assigns.

D. **Entire Agreement.** All of the representations and obligations of Landlord and Tenant are contained herein and in the Exhibits, if any, attached hereto, and no modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Landlord or Tenant unless in writing signed by Landlord or by Tenant.

E. **Unavoidable Delay.** "Unavoidable Delay" means a delay incurred by a party due to strikes, lockouts, acts of God, enemy action, civil commotion, governmental restrictions or preemption, fire or other casualty, or other causes beyond a party's reasonable control; provided, however, that unavailability of funds shall never be an Unavoidable Delay. None of the above shall relieve Tenant of paying all Rent due hereunder.

F. **Transfer of Landlord's Interest.** Tenant acknowledges that Landlord has the right to transfer its interest in the Premises and in this Lease, and Tenant agrees that in this event of any such transfer Landlord shall automatically be released from all liability under this Lease arising from and after the date of such transfer.

G. **Recording.** This Lease shall not be recorded. A memorandum of this Lease may be recorded by Tenant or Landlord. In the event that either party elects to record a memorandum of this Lease, said party shall first allow the other party to review said memorandum prior to recording. The party that desires to record the memorandum shall pay any fees related to said recording. No memorandum shall contain any monetary information.

### **13. SURRENDER OF POSSESSION.**

Upon the expiration of the Term or upon the termination of Tenant's tenancy or right of possession, whether by lapse of time or at the option of Landlord as herein provided, or as otherwise provided at law, Tenant will forthwith surrender the Premises to Landlord in good order, repair, and condition, ordinary wear and tear accepted, together with all fixtures and appurtenances thereto. Any interest of Tenant in the Improvements to the Premises made or paid for by Tenant or any assignee of Tenant shall, without compensation to Tenant, become Landlord's property. If Tenant shall fail to remove any of its property from the Premises pursuant to the terms of this Paragraph 13, Tenant shall be conclusively presumed to have abandoned the same, and if Landlord so elects title thereto shall thereupon pass to Landlord without any cost either by set-off, credit, allowance, or otherwise.

### **14. HOLDING OVER.**

If Tenant continues to occupy the Premises after the expiration of the Term, the Tenant shall pay to Landlord, for each month that Tenant so holds over, an amount equal to 200% of 1/12<sup>th</sup> of the Annual Base Rent and 110% of 1/12<sup>th</sup> of the annual Additional Rent most recently due to Landlord by Tenant on the first day of each month or portion thereof for which Tenant shall retain possession of the Premises or any part thereof after the expiration or termination of the Term or of Tenant's right of possession, whether by lapse of time or otherwise, and also shall pay all attorneys' fees and costs of Landlord attributable to removing Tenant from the Premises. The provisions of this Paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law or equity. No holding over shall constitute an extension of the term or create a month to month tenancy.

### **15. ESTOPPLE CERTIFICATE.**

Tenant covenants and agrees promptly to execute and deliver to Landlord upon demand estoppel letters setting forth (i) the date of this Lease and any amendments thereto, (ii) the date through which rents have been paid hereunder, (iii) the amount of any security deposit held by Landlord, (iv) that Tenant is in occupancy of the Premises, (v) that the Lease is in full force and effect, (vi) if applicable, that Landlord is not in default under the Lease and that there are no defenses or offsets against the enforcement thereof, or setting forth such defaults, defenses or offsets claimed by Tenant, and (vii) any other information which Landlord or its mortgagee may reasonably require.

It is intended that any such statement may be relied upon by any party to whom or which Landlord intends the same to be given including, but not limited to, mortgagees or prospective mortgagees or any prospective or subsequent purchaser or transferee of all or a part of Landlord's interest in the Premises. If Tenant fails to execute such certificate with 10 days of Landlord's written request Landlord is hereby appointed Tenant's attorney-in-fact to supply such certificates in the name of Tenant and all obligations of Landlord to be attested to hereunder shall be deemed to have been satisfied.

#### **16. MORTGAGE BY LANDLORD.**

Landlord shall have the right to transfer, mortgage, pledge or otherwise encumber, assign and convey, in whole or in part, the Premises and this Lease, and all or any part of the rights now or thereafter existing and all rents and amounts payable to Landlord under the provisions hereof. Nothing herein contained shall limit or restrict any such rights, and the rights of the Tenant under this Lease shall be subject and subordinate to all instruments executed and to be executed in connection with the exercise of any such rights, including, but not limited to, the lien of any mortgage, deed of trust, or security agreement now or hereafter placed upon Landlord's interest in the Premises. This paragraph shall be self-operative. However, Tenant covenants and agrees to execute and deliver upon demand such further instruments subordinating this Lease to the lien of any such mortgage, deed of trust or security agreement as shall be requested by the Landlord and/or mortgagee or proposed mortgagee or holder of any security agreement.

#### **17. LANDLORD'S ENTRY AND INSPECTION RIGHTS.**

Landlord shall have the right to show the Premises to prospective fee mortgagees and others at reasonable times and upon reasonable advance notice and, if vacated or abandoned, to show the Premises at any time and to prepare the Premises for re-occupancy, and to enter the Premises at any reasonable time to inspect the Premises.

#### **18. LANDLORD'S REMEDIES.**

In the event:

- (a) Tenant shall at any time fail to pay any item of Rent when due; or
- (b) Tenant shall fail to keep, perform or observe any other covenant, agreement, condition or undertaking hereunder and shall fail to remedy such default within thirty (30) days after written notice by Landlord to Tenant; or if such default is one that will take longer than thirty (30) days to remedy, Tenant fails to commence curing such default within thirty (30) days and/or fails diligently to pursue such cure to completion; or
- (c) The Premises shall be vacated by Tenant for any period for which Tenant has not paid its Rent;

Landlord shall have the right, after the expiration of the applicable cure period, to begin eviction proceedings to obtain possession of the Premises and to obtain judgments against Tenant and guarantor(s) herein for the amount of the default, along with all reasonable costs and fees related to said default, including reasonable attorney fees and

- (i) To relet the Premises for the balance of the Lease Term or for a shorter or longer term and receive the rents therefore, applying them first to the payment of damages suffered to the Premises and rents due and to become due under this Lease,

restore same, Landlord may, by written notice to the Tenant given within sixty (60) days after such damage, terminate this Lease as of the date of the damage. If this Lease is not terminated as above provided and if the Premises are made partially or wholly untenable as aforesaid, Landlord, at its expense shall restore the same with reasonable promptness to the condition in which Landlord furnished the Premises to Tenant at the commencement of the term of this Lease as to those items that were provided at Landlord's expense without any reimbursement, by Tenant. Landlord shall be under no obligation to restore any alterations, improvements or additions to the Premises made by Tenant or paid for by Tenant, including, but not limited to, any of the initial tenant finish done or paid for by Tenant or any subsequent changes, alterations or additions made by Tenant. Landlord shall not be obligated to expend any more funds than the proceeds of the casualty insurance policy, if any, carried by Landlord.

If, as a result of fire or other casualty, cause or condition whatsoever the Premises are made partially or wholly untenable and, if Landlord has not given the sixty (60) day notice above provided for and fails within one hundred eighty (180) days after such damage occurs to eliminate substantial interference with Tenant's use of the Premises or substantially to restore same, Tenant may terminate this Lease as of the end of said one hundred eighty (180) days by notice to Landlord given not later than thirty (30) days after expiration of said one hundred eighty (180) day period. If the Premises are rendered totally untenable but this Lease is not terminated, all rent shall abate from the date of the fire or other relevant cause or condition until the Premises are ready for occupancy and reasonably accessible to Tenant. In all cases, due allowance shall be made for reasonable delay caused by adjustment of insurance loss, strikes, labor difficulties or any cause beyond Landlord's reasonable control. For the purposes of this Lease, the Premises shall be considered tenable so long as and to the extent that the Premises can be occupied. In any event, Tenant shall be responsible for the removal, or restoration, when applicable, of all its damaged property and debris from the Premises, upon request by Landlord or reimburse Landlord for the cost of removal.

#### **10. WAIVER OF CLAIMS – INDEMNIFICATION.**

A. To the extent not prohibited by law, Landlord and (as applicable) Landlord's shareholders, directors, partners, officers, agents, beneficiaries, servants, and employees (collectively "Landlord's Parties") shall not be liable to Tenant or Tenant's shareholders, directors, partners, officers, agents, beneficiaries, servants, employees, or invitees (collectively, "Tenant Parties") or to any third party for any damage either to person or property resulting from the loss of use thereof sustained by Tenant or by Tenant Parties or by other persons due in whole or in part to the Premises or any part thereof or any appurtenances thereof becoming out of repair, or due to the occurrence of any act, neglect, accident or event in or about the Premises other than negligent or willful acts or omissions of Landlord Parties. This provision shall apply particularly, but not exclusively, to damage caused by gas, electricity, snow, ice, frost, steam, sewage, sewer gas or odors, fire, water, roof leaks or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures, and windows, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of a entirely different kind. Tenant further agrees that all personal property upon the Premises, receiving and holding areas of the Premises shall be at the risk of Tenant and Tenant Parties only, and that Landlord and Landlord Parties shall not be liable for any loss or damage thereto or theft thereof other than as a result of negligent or willful acts or

omissions of the Landlord Parties. Without limitation of any other provisions hereof, Tenant agrees to defend, protect, indemnify, and save harmless Landlord and all Landlord Parties from and against, and to pay, all liability and all damages relating in any way to the Premises or relating to or arising from negligent or willful acts or omissions of Tenant or Tenant Parties.

#### **11. NONWAIVER.**

No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specifically identified in such waiver and only for the specific event in respect of which the waiver was given time and only in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue, or extend the Term hereof or create a new tenancy or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit for possession of the Premises without service of notice, Landlord may receive and collect any Rent due and the payment of said Rent shall not waive, affect, or nullify said notice, suit, or any judgment of possession of the Premises.

#### **12. CONDEMNATION.**

If the Premises or such substantial part thereof reasonably renders the remainder unfit for the intended uses due to the taking by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the Term of this Lease shall cease and terminate upon the date when the possession of said Premises or the part thereof so taken shall be required for such use or purpose and without apportionment of the award and Tenant shall have no claim against Landlord for the value of any unexpired Term of this Lease. If any condemnation proceeding shall be instituted in which it is sought to take any part of the Premises or change the grade of any street or alley adjacent to the Premises and such taking or change of grade makes it necessary or desirable to remodel the Premises or the Building or any improvements thereon to conform to the changed grade, Landlord shall have the right to terminate this Lease after having given written notice of termination to Tenant not less than ninety (90) days prior to the date of termination designated in the notice, if possible. In either of said events, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Landlord to the Tenant for the right of termination and the Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the taking or the change of grade. Nothing in this paragraph shall preclude Tenant from pursuing an award for loss of business or depreciation to and cost of removal of equipment or fixtures.

Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant, and any claim to or lien upon the premises arising from any act or omission of Tenant shall accrue only against the Tenant individually and shall in all respects be subject and subordinate to the paramount title and rights of Landlord in and to the Premises. Tenant will not permit the Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the premises by or at the direction of sufferance of Tenant; provided, however that Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall deposit into escrow with Landlord funds in an amount equal to 125% of the amount of said lien plus an estimate of Landlord's reasonable costs and fees, including legal fees, related to said lien, for the purpose of insuring payment of said lien to prevent any sale, foreclosure or forfeiture of the premises by reason of non-payment thereof. On any final determination of the lien or claim for lien, Tenant will, from the funds deposited in said escrow, immediately pay any judgment rendered, with all proper costs and charges, and will, at its own expense, have the lien released and any judgment satisfied. If the escrowee funds are insufficient to pay any judgment, Tenant shall pay the remaining amount due. If Tenant shall fail to contest the validity of any lien or claimed lien or fail to give security to Landlord to insure payment thereof, or shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then Landlord may, at its election (but shall not be so required) remove or discharge such lien or claim for lien with the right in its discretion, to settle or compromise the same, and any amounts advanced by Landlord, including reasonable attorneys' fees, for such purposes shall be so much additional rent due from Tenant to Landlord at the next rent date after any such payment, with interest at 18% per annum.

#### 8. INSURANCE.

A. Tenant's Insurance. Throughout the Term of this Lease Tenant shall carry not less than:

1. A general liability insurance policy or policies affording coverage for personal injury or property damage liability arising from or occurring in the Premises or adjacent areas, such as sidewalks, driveways or other similar areas, including broad form contractual liability insurance, in case of personal injury to or death of any person or persons with a combined single limit of not less than 1,000,000.00.

2. Dram Shop Insurance. In the event that liquor is sold on the Premises, Tenant shall secure a dram shop insurance policy (liquor liability) in statutory limits but in no event less than \$1,000,000.00 per occurrence with an aggregate of no less than \$2,000,00.00 naming the Landlord, the owners of the Property and their agents and beneficiaries as additionally insured. Tenant shall supply Landlord with a copy of the policy during any and all times that

liquor is served on the Premises. This policy shall have a provision stating that no cancellation can occur without 30 days advanced written notice to Landlord.

Tenant shall name Landlord and such other persons and entities as Landlord may from time to time designate by written notice to Tenant (collectively, the "Additional Insureds") as additional insured parties under the liability and casualty policies of insurance. Such insurance shall be on terms, coverages and in companies reasonably satisfactory to Landlord and with such increases in limits as Landlord may from time to time reasonably request. Tenant shall, prior to the Commencement Date, furnish Landlord certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or cancelled without at least 30 days advanced written notice to Landlord. Tenant shall furnish to Landlord renewal certificates for each expiring policy not later than 15 days before expiration of any such policy.

B. Waiver of Subrogation. Landlord and Tenant each hereby waive any and every claim for recovery from the other for any and all loss of or damage to the Premises or to the contents thereof, which loss or damage is covered by valid and collectible physical damage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant each agree to give written notice of the terms of this mutual waiver to any insurance company which has issued, or in the future may issue, policies of physical damage insurance to it. And to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

C. Compliance with Laws. Tenant shall comply with all applicable laws and ordinances, all orders and decrees of courts, and all requirements of other governmental authorities, to the extent that such non-compliance shall or may reasonably be expected to subject Landlord to the risk of a fine, criminal penalty, or other liability, and shall not, directly or indirectly, make any use of the Premises which may thereby be prohibited or be dangerous or cause injury to person or property the contrary notwithstanding, Tenant may contest by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to, provided, however, (i) such non-compliance shall not constitute a crime on the part of Landlord or expose Landlord to any fine or monetary penalty, (ii) Tenant shall diligently prosecute in good faith such contest to a department, or government authority or body having final jurisdiction, and (iii) Tenant shall indemnify, protect, defend and hold harmless Landlord against any and all liability, loss, and damage (including attorneys fees) which Landlord may sustain by reason or Tenant's failure or delay in complying therewith.

## 9. FIRE AND CASUALTY.

If the Premises or the Building or any part thereof is damaged by fire or other casualty, cause or condition whatsoever as to be substantially untenable and the Landlord shall determine not to

Landlord shall be pro-rated, based on a 365 day year. Upon expiration or termination of this Lease, Tenant shall pay such pro-rated amount within thirty (30) days of billing and after the actual bill becomes available for which estimates of Additional Rent were made during the Term or any extensions thereof, actual Additional Rent due for such year shall be calculated and paid by Tenant to Landlord within 30 days of such billing. This covenant shall survive the expiration or termination of this Lease. Delay in computation of any actual Additional Rent shall not be deemed a default hereunder or a waiver of Landlord's right to collect and Tenant's obligation to pay the actual amount due. At the inception of this Lease Tenant's Additional Rent shall consist of Real Estate Taxes and CAM for the Building. Notwithstanding anything contained herein, in the event that Tenant defaults under any obligation under this Lease and Landlord expends any funds in relation to any Tenant default or if any default provides for a late fee or interest to be paid by Tenant, all shall be due as Additional Rent.

#### **5. UTILITIES AND SERVICES.**

All utilities and other services of every kind and nature whatsoever required by Tenant, and all services and maintenance of every kind and nature whatsoever required to keep the Premises in a safe and sanitary condition including but not limited to sanitary control, removal of snow and ice from the exterior in front of the Premises, trash, rubbish, garbage and other refuse and modification for Tenant's intended use to comply with all requirements of all county, municipal, state, federal or other applicable governmental authorities, now in force or which may hereinafter be in force, shall be provided and paid for by Tenant. Landlord shall not be liable in damages, by abatement of Rent or otherwise for any failure in the availability or furnishing of any services or for any diminution in the quality or quantity thereof, regardless of cause, Tenant assuming all such risks.

#### **6. REPAIRS AND REPLACEMENTS.**

Tenant shall be responsible for all maintenance, repairs and replacement to the Premises of every kind or nature, including but not limited to electrical, plumbing, HVAC, doors, windows, floors, ceilings or any other area or item required to keep the Premises in good condition and repair and to keep the Premises in compliance with all applicable legal, governmental and quasi-governmental statutes, requirements, ordinances and rules, including but not limited to the Board or Fire underwriters and ADA, as such may be amended or replaced from time to time. Tenant shall take good care of the Premises and fixtures, and keep them in good repair and free from filth, overloading, danger of fire or any pest or nuisance, and repair any damage or breakage done by Tenant or Tenant's agents, employees or invitees, including damage done by Tenant's equipment or installations. At the end of the Term of this Lease or any renewal hereof, Tenant shall quit and surrender the Premises broom clean and well maintained condition, normal wear and tear excepted. In the event Tenant fails to maintain the Premises as provided for herein Landlord shall have the right, but not the obligation, to perform such maintenance as is required of Tenant in which event Tenant shall promptly reimburse Landlord for its costs in providing such maintenance or repairs together with a ten percent (10%) charge

for Landlord's overhead, due as Additional Rent along with the payment of the next applicable months Base Rent payment. Landlord shall have the right to enter the Premises and any Improvements at all reasonable times to make such repairs, alterations, improvements and additions to the Premises or any equipment located in or on the Premises as may be required, and no such entry or repairs by Landlord shall be deemed or construed to be a disturbance of Tenant's quiet and peaceable possession of the Premises or a violation of any rights of Tenant or of any covenants of Landlord under this Lease. Notwithstanding anything contained herein, Landlord will deliver the HVAC system in good working condition. Landlord will be responsible for a one time replacement of the HVAC unit and thereafter all replacements shall be the responsibility of the Tenant.

## **7. ADDITIONS AND ALTERATIONS.**

A. Tenant may make such repairs, replacements, additions, alterations and improvements to the Premises as Tenant may from time to time desire, provided that Tenant shall supply Landlord with drawings beforehand for Landlord's approval, not to be unreasonably withheld or delayed. Tenant is hereby authorized to install signage on the façade of the building directly in front of the Premises provided the signage is in compliance with all applicable codes, laws and ordinances. All costs related to Tenant's signage is to be paid at Tenant's sole cost and expense. Notwithstanding, Tenant shall not be allowed to remove the current exterior sign on the façade of the building directly in front of the Premises. Tenant is hereby allowed to change the paneling on that sign to advertise Tenant's business in the Premises.

B. The work necessary to make any additions, alterations and improvements to the Premises shall be done at no cost to Landlord. Tenant shall promptly pay to Tenant's contractors, when due, the cost of all such work. Upon Landlord's request, Tenant shall deliver to Landlord evidence of payment to Tenant's contractors and material suppliers, all contractors' and subcontractors' affidavits and full and final waivers of all liens for labor, services, or materials all in form and substance satisfactory to Landlord. At the conclusion of any such work Tenant will provide Landlord with "as built" plans and specifications for the Improvements if the same are available to Tenant. Tenant shall protect and defend and hold Landlord and the Premises harmless from and shall indemnify Landlord against and pay, all liability, claims, judgments, costs, damages, liens, and expenses related to such work including all attorneys' fees and legal costs; and Tenant shall require each of its contractors in each of its contracts to so protect, defend, indemnify, and hold harmless Landlord. All work done by Tenant or its contractors pursuant to Paragraphs 6 or 7 shall be done in a good and workmanlike manner using only good grades of materials and shall comply with all insurance requirements and all applicable orders, laws, ordinances, rules and regulations of all courts and other tribunals, governmental and quasi-governmental departments and agencies, and all insurance organizations having jurisdiction of the additions, alterations or improvements.

C. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Premises, nor shall any interest or estate of Landlord in the

C. In addition to paying the Annual Base Rent hereinbefore specified, any other sum which Tenant is by any provision of this lease obligated to pay to Landlord shall be additional rent due hereunder (sometimes referred to herein as "Additional Rent"). The Annual Base Rent and the Additional Rent are collectively referred to as the "Rent". Tenant's obligation to pay the Rent under this Lease is a covenant independent of all other covenants and obligations of Landlord and Tenant under this Lease. All amounts of Additional Rent as provided in this Lease shall be payable for the same periods and in the same manner, time and place as the Annual Base Rent. Without limitation on other obligations of Tenant which shall survive the expiration of the Term, the obligations of Tenant to pay the Additional Rent provided in this Lease shall survive the expiration of the Term or any extensions thereof.

D. If any installment of Annual Base Rent or any other payment of Additional Rent due from Tenant to Landlord is not received by Landlord within 10 days after such payment is due, the Tenant shall be obligated to and shall pay to Landlord, in addition to such Rent and as Additional Rent, the sum of \$25.00 for each day from and including the date on which such payment was due through and including the day when such payment is paid in full.

#### 4. TAXES.

A. Taxes. "Taxes" shall mean, for a calendar year, all real estate taxes and assessments, special or otherwise, that accrue during such year with respect to the Premises, and ad valorem taxes for any personal property used in connections therewith. Should the State of Illinois, or any political subdivisions thereof, or any other governmental authority having jurisdiction over the Premises impose a tax, assessment, charge, or fee, which Landlord shall be required to pay, by way of substitution for such real estate taxes and ad valorem personal property taxes, or impose an income or franchise tax or a tax on rents in substitution for or as a supplement to a tax levied against the Premises and the personal property used in connections therewith, or any one or more of them, then all such taxes, assessments, fees, or charges (hereinafter referred to as "charges in lieu of taxes") shall be deemed to constitute Taxes hereunder; provided that such "charges in lieu of Taxes": shall be calculated as if the Premises were the sole asset of Landlord. Except as hereinabove provided with regard to charges in lieu of taxes, Taxes shall not include any inheritance, estate, succession, transfer, gift, franchise, net income, or capital stock tax. Without limiting the generality of the foregoing, all references to "Taxes" for a particular year shall be deemed to refer to Taxes that accrue during such year without regard to when such Taxes are due and payable. Tenant and Landlord are aware that as of the inception of this Lease, real estate taxes for the Premises are due and payable the year following the year they accrue.

B. Tenant to Pay Taxes. Tenant shall pay Tenant's proportionate share (9%) of the Taxes that accrue against the Center as Additional Rent. Tenant's obligation is for Taxes that accrue in each Lease Year of the Term or any extensions thereof of this Lease, except that if the first Lease Year begins after January 1 or the last Lease Year ends

before December 31st, the parties shall prorate the Taxes due for such calendar year.

C. Common Area Maintenance (CAM)

(a) In each Lease Year, Tenant will pay to Landlord Tenant's proportionate share (9%) of the Building's Common Area Maintenance hereinafter called "CAM", as hereinafter defined, as Additional Rent.

(b) CAM shall mean the total cost and expense incurred in operating and maintaining the Common Facilities of the Building, hereinafter defined, actually used or available for use by Tenant and the employees, agents, servants, customers and other invitees of Tenant, specifically including but not limited to, gardening, landscaping and all costs of maintenance thereof, the cost of public liability and property damage insurance and fire insurance and extended coverage, repairs, roof repairs, any painting, any modification of common facilities of the Building to comply with all requirements of all county, municipal, state, federal or other applicable governmental authorities, now in force or which may hereinafter be in force, maintenance and repairs of all utility lines located outside the Premises that services the Premises and Landlord's administrative, management and overhead costs. "Common Facilities" means all areas, space, equipment, utility and services provided by Landlord for the common or joint use and benefit of the occupants of the Center, their employees, agents, servants, customers and other invitees, including without limitation sidewalks and all exterior areas of the Center.

D. Estimates of Additional Rent: In order to provide for current payments of Additional Rent, Landlord may give Tenant, upon execution of this Lease and from time to time during the Term hereof, written notice of its estimate of Additional Rent which will be due in the calendar year for which written notice of such estimate is given. Tenant shall pay to Landlord, as an Additional Rent deposit, in monthly installments commencing on the first day of the Term of this Lease, and/or the first day of the calendar month following that month in which Landlord notifies Tenant of the estimated Additional Rent, one-twelfth (1/12) of the Additional Rent due in any said calendar year as estimated by Landlord. If at any time it appears to Landlord that the Additional Rent due Landlord for any calendar year will vary from its estimate, Landlord may, by written notice to Tenant, revise its estimate for such year. Subsequent Additional Rent deposits by Tenant for such year shall be based on the revised estimate. Tenant shall pay Landlord the Additional Rent deposit in the same manner as Base Rent beginning on the first day of the calendar month following that calendar month in which this Lease commences. After the actual bill becomes available for which estimates of Additional Rent were made, actual Additional Rent due for such year shall be calculated. If Tenant's Proportionate Share of actual Additional Rent exceeds the deposits paid by Tenant based on Landlord's estimates, Landlord shall bill Tenant for the excess amount and Tenant shall pay to Landlord, as Additional Rent, said amount within thirty (30) days of billing. If Tenant's Proportionate Share of actual Additional Rent is less than the deposits paid by Tenant based on Landlord's estimate thereof, Tenant shall, at the option of Landlord, be given a credit for the excess amount against the next Additional Rent deposit due for any subsequent year or receive from Landlord a refund of the excess so paid by Tenant. If the Lease term commences on any day other than the first day of January, or if the Lease term ends on any day other than the last day of December, any Additional Rent due

## LEASE

THIS LEASE, hereinafter called the "Lease" is dated April 12, 2017 is by and between GB Property Management, Inc., hereinafter called the "Landlord" and Blackjack's Enterprise, LLC, hereinafter called the "Tenant".

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the premises known as 143-49 E. Lake St., Bartlett, IL, hereinafter called the "Premises", located in the building known as 105-213 E. Lake St., Bartlett, IL, together with the land, parking areas, walkways and other improvements appurtenant thereto and known for real estate taxation purposes as 06-26-302-012-0000 & 06-26-302-013-0000, hereinafter called the "Center". Landlord and Tenant covenant and agree as follows:

### 1. TERM.

A. May 1, 2017, hereinafter called the "Commencement Date" through June 30, 2023, unless extended or sooner terminated as provided herein.

B. "Lease Year" shall mean a period of 12 consecutive full calendar months.

C. Tenant shall have the option to extend the term of this Lease for two (2) additional five (5) year periods namely from July 1, 2023 through June 30, 2028 and July 1, 2028 through June 30, 2033 respectively. All terms and conditions of the Lease shall remain the same except that the Annual Base Rent shall increase by 3% per annum on July 1, 2023 and every July 1<sup>st</sup> of the extended terms thereafter. In the event that Tenant elects to exercise either of these options to extend the term Tenant shall be required to notify Landlord in writing in compliance with the terms of Section 21 herein no later than 120 days prior to the expiration of the then current term. Tenant must not be in default under any of the terms and conditions of the Lease at the time Tenant elects to exercise either option to extend the term. In the event Tenant does not exercise the first option to extend the term the second option to extend the term shall immediately terminate and be of no further force or effect.

D. This Lease is contingent on Tenant receiving all licenses and permits, hereinafter called "L&P", required for Tenant to operate and build out the Premises for the intended use as defined in Section 2B. Tenant shall have until June 30, 2017 to obtain L&P. If Tenant has not received L&P by June 30, 2017 and Tenant has made a diligent effort to obtain L&P and can provide reasonable proof to Landlord that L&P can't be obtained at the Premises Tenant shall have the right to terminate the Lease by issuing written notice thereof to Landlord accompanied by the proof as defined in earlier in this sentence. In this event Tenant shall receive a refund of their security deposit and first month's rental payment and this Lease and Tenant's right to occupy the Premises shall terminate. If Landlord does not receive timely notice of termination from Tenant it shall be deemed that Tenant has waived the right to terminate the Lease and it shall remain in full force and effect.

**2. POSSESSION, USE AND CONDITION OF THE PREMISES.**

A. Possession of the Property shall be delivered to Tenant on the Commencement Date.

B. Tenant may use the Premises for a gaming facility with the service of food and alcoholic and none alcoholic beverages. Tenant shall have the exclusive right for gaming in the Center and Landlord agrees not to lease to any other person or party for the purpose of gaming.

C. Tenant's taking possession of any portion of the Premises shall be conclusive evidence that the Premises was in good order and satisfactory condition when Tenant took possession. No promise of Landlord to alter, remodel, repair or improve the Premises and no representation by Landlord or it's agents respecting the condition of the Premises have been made to Tenant or relied upon by Tenant. Tenant is leasing the Premises in an "as is" condition. Notwithstanding, Landlord warrants that the HVAC and other mechanical systems in the Premises shall be in good working condition at the inception of this Lease.

**3. ANNUAL BASE RENT.**

A. Tenant shall pay Landlord or Landlord's Agent at the place for delivery of notice to Landlord as specified in Paragraph 21 herein, or at such other place as Landlord may from time to time designate in writing, in coin or currency which, at the time of payment, is legal tender for private or public debts in the United States of America, the Annual Base Rent hereinafter set forth, in equal monthly installments, in advance, on or before the first day of each and every month during the Term or any extensions thereof, without any set-off or deduction whatsoever. If the Term commences other than on the first day of a month or ends other than on the last day of a month, the monthly installment of Annual Base Rent for such month shall be prorated accordingly. The full (or prorated, if applicable) monthly installment of Annual Base Rent for the month (or portion thereof, if applicable) in which the Term commences shall be paid on or before the Rent Commencement Date as defined hereafter.

B. Annual Base Rent for each Lease Year of the Term shall be as follows:

<u>Year of Term</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
5/1/17 to 6/30/18	Rent abated	
7/1/18 to 6/30/19	\$18,879.96	\$1,573.33
7/1/19 to 6/30/20	19,446.36	1,620.53
7/1/20 to 6/30/21	20,036.40	1,669.70
7/1/21 to 6/30/22	20,626.32	1,718.86
7/1/22 to 6/30/23	21,240.00	1,770.00

Tenant shall be required to pay the first month's rent (July 2018) of \$3,068.00 at the date of the mutual execution of this Lease.

Any notice, demand or request by Landlord, its successors or assigns, to Guarantor shall be in writing, and shall be deemed to have been duly given or made if either delivered personally to Guarantor or mailed by certified or registered mail, addressed to Guarantor, at the following address:

Guarantor's Address:  
Walter Jack

  
Eight, 11, 60124

and to Landlord at the address provided in the lease

Landlord shall be entitled to assign this Guaranty and all of its rights, privileges, interests, and remedies hereunder to any other person, firm, entity, bank or corporation whatsoever without notice to or consent by Guarantor, and such assignee shall be entitled to the benefits of this Guaranty and to exercise all such rights, interests and remedies as fully as Landlord. This Guaranty shall inure to the benefit of Landlord, its successors and assigns, and shall bind Guarantor jointly and severally, together with its heirs, representatives, successors and assigns. If more than one party shall execute this Guaranty, the term "Guarantor" shall mean all parties executing this Guaranty, and all such parties shall be jointly and severally obligated hereunder.

This Guaranty shall be construed in accordance with the laws of the state of Illinois, and such laws shall govern the interpretation, construction and enforcement hereof. Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

SIGNED, SEALED AND DELIVERED as of the 26 day of

APRIL, 2017.

GUARANTOR: WALTER JACK

