

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**NOVEMBER 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 (October 31, 2021) (November 2, 2021) and Committee Minutes – (November 2, 2021)

\*7. BILL LIST: November 16, 2021

8. TREASURER'S REPORT: September, 2021  
Sales Tax Report – September, 2021  
Motor Fuel Tax Report – September, 2021

9. PRESIDENT'S REPORT: Proclamation for Ruth Beckner

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 HOPKINS

- \*1. Ordinance Granting a Special Use Permit for 955 S. Route 59

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

- \*1. Resolution Endorsing the 2021 Climate Action Plan for the Chicago Region

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. Resolution Approving Development Incentive Agreement Between the Village of Bartlett, Bartlett Automotive Mall, LLC and Loquercio Automotive, Inc.
2. Ordinance Authorizing a Vacant Land Lease with Option to Purchase for Real Estate Owned by the Village of Bartlett Which is no Longer Necessary, Appropriate, Required for the Use of, Profitable to, or For the Best Interest of the Village, for the 10.6123+/- Acre Parcel of Property Located at the Southwest Corner of IL Rt. 20 and IL Rt 59, Bartlett, IL
- \*3. Computer Replacement Program Purchase

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

1. Ordinance Creating a Class A Liquor License

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

1. None

13. NEW BUSINESS

- A. Cheo's House Mexican Bar & Grill Class A Liquor Request

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



**VILLAGE OF BARTLETT  
SPECIAL BOARD MINUTES  
October 31, 2021**

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1. CALL TO ORDER

President Wallace called the Special meeting of October 31, 2021 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 10:00 a.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 Special meeting of the Village President and Board of Village Trustees of the Village of Bartlett (the "Village Board") scheduled to be held on October 31, 2021 at 10:00 a.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 calls for mask restrictions as a public health measure.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Finance Director Todd Dowden, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

4. TOWN HALL - None

5. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.



**VILLAGE OF BARTLETT**  
**SPECIAL BOARD MINUTES**  
**October 31, 2021**

---

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

Trustee Gandsey stated that there was no report.

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

Trustee Deyne had audio issues so President Wallace stated that on October 28, the General Assembly passed HB 3136, which is the gaming omnibus legislation. HB 3136 passed both chambers and will be sent to Governor JB Pritzker who will probably sign it.

Trustee Suwanski stated that the legislation preempts home rule communities from imposing a video gaming push tax after October 31, 2021. A home rule community wanting to adopt a push tax before the deadline must pass an ordinance no later than October 31, 2021 ("before November 1, 2021"). Home rule communities that have adopted or do adopt a push tax "before November 1, 2021," are allowed to maintain their push tax, but may not extend, expand or increase the tax after that date.

In response to this state legislation, it is recommended that the Village approve this ordinance imposing a "push tax" using home rule authority and authority under the Illinois Municipal Code to tax amusements in order to preserve its right to enact the tax.

The tax is imposed on the individual playing a video gaming terminal at the rate of \$0.01 (one cent) per play. The "push tax" is not imposed on the sale price or gross receipts, and the cost of the tax may be passed to the player by the terminal operator.

One way to increase operating revenue for municipalities without cutting into mandated state revenue, is the push tax. With the tax being imposed on the individual playing a video gaming terminal at the rate of \$0.01 (one cent) per play. Our estimate for potential revenue from a push tax for Bartlett is up to \$360,000/yr. Our terminal fees are not impacted by this legislation.

Trustee Suwanski moved to approve Ordinance 2021-95, an Ordinance Amending Title 3 of the Bartlett Municipal Code to Add New Chapter 35, Municipal Amusement Tax and that motion was seconded by Trustee Reinke.

Trustee Gandsey asked how they got the potential revenue number.

Village Administrator Paula Schumacher stated that staff took the total amount of money wagered in 2019, and divided it by an average bet of \$1.60 to find our total number of pushes and then multiplied that by 0.01 (one penny).



**VILLAGE OF BARTLETT**  
**SPECIAL BOARD MINUTES**  
**October 31, 2021**

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Mayor Wallace stated that it is something that we are opting in for but not applying right now.

Ms. Schumacher stated that it would go into effect in January. That gives them a little time to see what happens with the lawsuit with Oak Lawn. They have done this in the past with a tax that was challenged, they track how much is collected and it would be easy to rebate.

ROLL CALL VOTE TO APPROVE ORDINANCE 2021-95 AMENDING TITLE 3 OF THE MUNICIPAL CODE TO ADD NEW CHAPTER 35, MUNICIPAL AMUSEMENT TAX

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

NAYS: None

ABSENT: None

MOTION CARRIED

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that there was no report.

6. NEW BUSINESS

Ms. Schumacher stated that this meeting is being held via Zoom according to the special provisions under the governor's emergency order and she and Scott Skrycki are present in the Village Hall.

7. QUESTION/ANSWER PRESIDENT & TRUSTEES – None



**VILLAGE OF BARTLETT**  
**SPECIAL BOARD MINUTES**  
**October 31, 2021**

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8. ADJOURN

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 10:12 a.m.

Lorna Gilles  
Village Clerk



To the Bartlett Village Board:

The Village of Bartlett has scheduled an emergency meeting ahead of the statutory deadline to enact a "Push Tax."

The so called "Penny Push Tax" or "Player Push Tax" assesses a municipal tax every time a player initiates play on a video gaming terminal, regardless of the amount wagered.

Statewide, Illinois' Video Gaming industry has generated billions for state and local projects **AND** has become a vital program for the Illinois Hospitality industry. Video Gaming has been good for all stakeholders, including the village, and must be protected.

**Local business owners already pay significant dollars** to Bartlett between the terminal licensing fees and the five percent of revenue they pay. On top of the taxes and fees on video gaming, they also pay sales taxes, property taxes and a host of other fees to the Village. **Having to pay more in taxes would be a tremendous burden to local businesses.**

Since September 2012, Illinois' Video Gaming program has generated more than \$500 million for local municipalities. Video Gaming is already paying its fair share in taxes. **Please know, the only guarantees from a Push Tax are not more money, but rather unhappy video gaming players, upset local business owners, and lawsuits against the village challenging the legality of the tax.** Additionally, since SB 690 was enacted in 2019, the local share of tax revenue has **INCREASED 20 percent.**

Please do not put local businesses and their employees at risk by following the shortsighted and unproven lead of a few Illinois communities. Rushing to enact a major tax increase on local businesses on a Sunday with barely any notification of the meeting is not the way to make such drastic changes to public policy and certainly is not fair to the impacted businesses.

**On behalf of the Support Main Street Illinois Coalition, I urge you to please stand with local business owners and oppose the harmful "Player Push Tax."**

Signed,

A handwritten signature in black ink, appearing to read "Travis Akin".

Travis Akin



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**November 2, 2021**

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1. CALL TO ORDER

President Wallace called the regular meeting of November 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.

2. ROLL CALL

PRESENT: Trustees Deyne, Gandsey, Gunsteen, 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, Planning & Development Director Roberta Grill, Finance Director Todd Dowden, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Food & Beverage Manager Paul Petersen, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Alex Goff, Poplar Creek Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

There were no changes to the Consent Agenda.

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



**VILLAGE OF BARTLETT  
BOARD MINUTES  
November 2, 2021**

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

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

AYES: Trustees Deyne, Gandsey, Gunsteen, 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
  - A. President Wallace read a Proclamation recognizing this year's celebration of Diwali – the festival of lights.
  - B. President Wallace read a Proclamation Recognizing Police Sergeant Jessica Crowley upon her retirement.
  - C. President Wallace read a Proclamation for Tim Ridenour recognizing his 33 years of service on the Plan Commission.
  - D. The 2021 Auditor's report presented by Monica Adamski from the auditing firm Lauterbach & Amen, LLP reviewed the 2021 financial audit report for the Board.

Village Administrator Paula Schumacher stated that the board packet includes a Certificate of Achievement for Excellence in Financial Reporting that was awarded to the village on April 30, 2020. They have received this award for many, many years and it is because of the hard work of Todd Dowden and the finance staff and she wanted to take this moment to recognize that.

President Wallace stated that it is a good audit every year. There were some issues with Covid and some downturns but overall, they want to make sure where everything is at and clean.



**VILLAGE OF BARTLETT  
BOARD MINUTES  
November 2, 2021**

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10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized staff anniversaries and birthdays as well as commissioners.

Trustee Reinke asked how long they have been with Lauterbach & Amen.

Finance Director Todd Dowden stated seven years and they have one more year on the two-year extension agreement.

Trustee Reinke thought it would be good to shake that up.

11. TOWN HALL

**Steven Henricksen, 1623 Fairfax Lane**

Mr. Henricksen stated that he was a 20+ year resident. He spoke on behalf of Arts in Bartlett and as Vice President, he indicated that there are not many destination spots in Bartlett that drive people from surrounding towns to our downtown, but Arts in Bartlett is one. They have recently displayed the works of a centenarian artist that was featured in the Daily Herald. Covid has hit them hard and they need help to stay afloat. They filed their civic funding application and it just covers the Global Arts Festival. They have extremely high rent and operational costs and could use some help. He asked the village to help them to remain a destination spot and a beacon for Bartlett.

**Tony Craig, 962 Fremont**

Mr. Craig stated that he received a Certified Letter about the property at 955 Route 59, next to the Dogfather. The petitioner would like to put a liquor store in there and he and most of his neighbors are opposed to it. Surrounding businesses do not serve alcohol and this is more of a family friendly atmosphere in this strip mall. They do not believe that a liquor store is a good fit for the neighborhood. They believe that a liquor store in there will affect their property values. He talked about the liquor store being open until 1:00 a.m.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**November 2, 2021**

---

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

Trustee Gandsey stated that there was no report.

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

Trustee Deyne stated that Resolution 2021-96-R, a Resolution Approving of Disbursement Request for Payout No 28 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project was covered and approved under the Consent Agenda.

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

Trustee Gunsteen stated that there was no report.

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

Trustee Suwanski stated that there was no report.

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

Trustee Reinke presented Resolution 2021-101-R, a Resolution approving the Agreement between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Bittersweet Water Reclamation facility improvements. He stated that there was a bid opening in August and they varied between \$35.32 million and \$37.875 million for the comprehensive repairs and renovations. The winning bid was Joseph J. Henderson & Sons, Inc. who met all the requirements and their bid totaled \$35.32 million.

Trustee Reinke moved to approve Resolution 2021-101-R, a Resolution approving the Agreement between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Bittersweet Water Reclamation facility improvements and that motion was seconded by Trustee Deyne.

Trustee Reinke stated that it is a lot of money but it is a big project that has been long and coming. The board has been talking about this for about 5-6 years and it has been in the Capital plan. He asked if they were building this in the capacity that the village will need for the foreseeable future.

Public Works Director Dan Dinges responded "yes", it is designed to take the planned growth.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**November 2, 2021**

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President Wallace stated that it does not seem like there is a huge amount of places on the DuPage side where they could put additional residential property and zero commercial. Maybe along Route 59 in a few places but once you get things connected by the high school, it has to be close to the end. They are building this to that basic understanding.

Mr. Dinges stated that everything that has been zoned in their planning has been accommodated.

Ms. Schumacher stated that not only the future capacity but also the future efficiency as well.

Mr. Dinges stated that a big part of it is meeting the IEPA's new phosphorous limits which is going into effect soon.

President Wallace asked if when this new phosphorous limit guideline goes into effect, will every village have to make some sort of adjustment in their plant?

Mr. Dinges stated "yes", if they haven't already. The limit has not been set by the EPA yet but everything they have been hearing is that it is going lower and lower. The adjoining states have much lower limits than Illinois, so they anticipate it going down. The plant is set up to be able to deal with that. They may have to add more chemicals in the future if that limit continues to drop, but they will be set up to handle that.

Trustee Gunsteen stated that this is a \$35 million contract and at the last meeting they discussed a lot of value engineering. Are you continuing to work with the contractor and engineers for value engineering?

Mr. Dinges stated "yes". They will be bringing change orders before the Board when alternate pricing on things from other contractors is available. This will include the lids on the digester and others.

President Wallace stated that the \$37 million IEPA loan would not have been granted if they didn't believe it was absolutely necessary.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**November 2, 2021**

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ROLL CALL VOTE TO APPROVE RESOLUTION 2021-101-R, AN AGREEMENT FOR BITTERSWEET WATER RECLAMATION FACILITY IMPROVEMENTS

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

Trustee Reinke stated that Resolution 2021-97-R, a Resolution Authorizing the Execution of the Intergovernmental Agreement Between the State of Illinois and the Village of Bartlett for IL Route 59 and West Bartlett Road Intersection Improvements; Ordinance 2021-98, an Ordinance Granting Stormwater Variance; Resolution 2021-99-R, a Resolution Approving the Removal of Dangerous Trees in the Heritage Oaks Tree Preservation Easement at 371 S. Hickory Avenue; Resolution 2021-100-R, a Resolution Awarding the 2021-22 Bulk Road Salt Purchase Between the Village of Bartlett and Compass Minerals America, Inc. were covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Suwanski thanked the police department for their Citizens Police Academy and stated that it was a wonderful experience and she encouraged anyone who has the time to enroll at the next opportunity.

Trustee Reinke stated that the police did a great job on Saturday with the Halloween festivities – there was an enormous crowd and very well run.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following. They will then go into Executive Session to Discuss Sale of Village Owned Property Pursuant to Section 2(c)6 of the Open Meetings Act as well as to Discuss Pending, Probable or Imminent Litigation Pursuant to Section 2(c)11 of the Open Meetings Act.

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



**VILLAGE OF BARTLETT  
BOARD MINUTES  
November 2, 2021**

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ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:35 p.m.

  
Lorna Gilles  
Village Clerk



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
November 2, 2021**

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**CALL TO ORDER**

President Wallace called the Committee of the Whole meeting of November 03, 2021 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:37 p.m.

**ROLL CALL**

**PRESENT:** Chairmen Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski  
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, Planning & Development Director Roberta Grill, Finance Director Todd Dowden, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Food & Beverage Manager Paul Petersen, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

**BUILDING & ZONING, CHAIRMAN HOPKINS**  
**Liquor Store Special Use for Package Liquor Sales**

The petitioner is requesting a Special Use Permit to sell packaged liquor in a proposed liquor store to be located at 955 Rt. 59 in the B-3 (Neighborhood Shopping District). The Plan Commission reviewed the petitioners request and conducted the required public hearing at their meeting on October 14, 2021. They recommended approval of this request. Due to the concerns of adjacent residents at the Plan Commission meeting, staff reached out to the petitioner to discuss reducing the stores hours to 8:00am to 10:00pm Sunday-Thursday, and 8:00am to 12:00am midnight on Friday and Saturday, rather than the hours associated with the original request for a Class C EXT. liquor license.

Chairman Suwanski asked what the hours for Suburbia Liquors was.

Planning and Development Services Director, Roberta Grill stated at 10:00pm Monday – Thursday and 11:00pm Friday and Saturday.

Chairman Suwanski asked what time they opened.

Staff did not have that information at hand, but stated they are applying for the Class C rather than the Class C EXT. Those hours are limited in the mornings, and are 10:00pm during the week and 12:00am midnight on Friday and Saturday.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
November 2, 2021**

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Chairman Hopkins asked if the board was going to receive a rendering of the store before they voted on it at the next meeting.

Ms. Grill stated they have not applied for a sign permit at this time.

Chairman Gandsey asked about the lighting.

Ms. Grill stated that they have not received any type of buildout permit at this time and the owner of the center controls the lighting, but staff can keep an eye out for that.

President Wallace stated the issues the residents have is store usage, has there been any other uses in this spot.

Ms. Grill stated it was formally the travel agency.

President Wallace asked if there were any other good uses for this site.

Ms. Grill stated it is not very large, 2,000 sq.ft. or under, there are other uses that could go in there, but this is what we have before us.

Chairman Reinke stated the neighbors are concerned that this establishment will be low quality and asked the petitioner to explain what he is going to do with this business.

Owner, Mr. Vadnerkar stated they have one store in Oak Brook and he did not think it was low quality. The product they have will attract people from the surrounding nice neighborhoods. They will not have onsite servicing or anything like that. Besides the liquor, they will have convenience items like eggs, milk, bread, those types of items.

Chairman Reinke asked if they were going to specialize in some type of liquor or will it be general purpose.

Mr. Vadnerkar stated they like to be heavier on wine and whiskey.

Chairman Reinke confirmed that they are not going to have any flashing lights in the store.

Mr. Vadnerkar stated they are not interested in those types of attractions.

Chairman Reinke asked how big the Oak Brook store was.

Mr. Vaderkar stated it is about 2,500 sq. ft.

President Wallace asked how long they have been operating that store.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
November 2, 2021**

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Mr. Vaderkar stated since 2018.

Chairman Suwanski asked when they plan to open.

Mr. Vaderkar stated they don't need to open at 8:00am, they can open at 10:00am and they will go with whatever the village recommends for a closing time.

President Wallace stated he thought it would make the most sense to stick to the hours of the other liquor stores around there. He also asked when they get their deliveries.

Mr. Vaderkar stated they are usually in the morning and none after 4:00pm.

Chairman Reinke asked why they picked Bartlett.

Mr. Vaderkar stated its near a good neighborhood and there are so many opportunities to be successful here.

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

**Proposed Text Amendment for Massage and Bodywork Establishments**

Ms. Grill stated staff is looking for direction concerning massage and bodywork establishments. Currently, these businesses are permitted by right in commercial districts as a personal service under the zoning ordinance. Staff is seeking direction for the following proposed text amendment. The first text amendment would prohibit massage and bodywork establishments in all commercial, industrial, public land and planned development zoning district. Two, it would allow massage and body work establishments as accessory uses to certain principal uses. They would be accessory to a medical facility or a chiropractic office or beauty salon. Three, it would permit massage and bodywork establishments by right in the office/research district and four, it would allow massage and bodywork establishments in certain PUD Districts where office uses are permitted by right or where office uses would be a special use like Blue Heron and Southwind business parks. As a result of these proposed text amendments, the existing establishments currently located in the commercial districts would become non-conforming uses and would have a 5-year amortization period in which said uses would be discontinued.

Chairman Deyne confirmed that under this ordinance, a chiropractor could still have a massage therapist.

Ms. Grill stated that is correct.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
November 2, 2021**

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Chairman Gunsteen asked if a Massage Envy type of place would be a special use under this.

Ms. Grill stated they would not be permitted in a commercial district.

Chairman Suwanski asked if there were different licensing for asian bodywork vs. massage therapy.

Ms. Grill stated there is.

Chairman Gandsey stated it seems like the root cause is they don't have licenses.

Ms. Grill stated that is not a problem, everyone gets a license and we check that.

Ms. Suwanski stated that in the incident that brought this up, there were people who were not licensed.

Ms. Grill stated that is correct, when we check they are licensed.

Village Administrator Schumacher stated that when they come and apply for their license, there is a thorough check of the licenses that are issued by the state and a background check that is done. The people who work in those establishments do not always stay and the owner may have the appropriate license, but maybe not the employees. It has been something that is not unique to one establishment. They have found it in most of the establishments they monitor and respond to complaints from.

Chairman Reinke asked why they are permitted only in the Office/Research District.

Village Attorney Mraz stated you can't just exclude uses altogether, that would be exclusionary zoning. That being said, certain uses can be restricted. The thinking was we didn't want to combine this type of use with industrial uses where it is allowed by right. We have a current massage business in an OR District on West Bartlett and they have not had a problem. Staff thinks this would be defensible if challenged. There has been a history of issues with massage establishments. 1999, J Spa at 199 E. Lake St.- revocation, 2001, Salon 59 at 1007 W. Stearns rd.- revocation, a new owner at 199 E. Lake St. doing business as Q Spa- suspension of license. All of these suspensions involve charges of prostitution, depending on the level, suspensions entailed the establishment often going out of business and a new owner replacing them. 2015, Zen Spa at 949 S. Rt. 59- suspension 10 days, shortly after a new establishment in the same local was suspended as well. 2019, another suspension for a number of individuals living at the unit. There have been several complaints about 377 S. Prospect and you are aware of the most recent business at 140 Bartlett Plaza. That was an original licensed corporate location, they sold the business to a gentleman who did not get a new massage



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
November 2, 2021**

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establishment license and later they had an incident there that you are aware of. Based on that, the entity created an LLC, applied for a license and it was denied based on the incident that took place. That denial was September 23<sup>rd</sup>, 2021. As of October 1<sup>st</sup>, that business owner sold the business to another massage establishment, and as of yesterday, they got their ducks in a row in terms of what they need to do for their lease. The village has some very restrictive licensing requirements, but when we shut down a business, they sell the business and it happens again and again. We are not alone; many municipalities have this issue. We believe our position is defensible because if you look at the case law, there is case where the court looks at the percentage of permitted acreage of the village. If you look at the OR Districts and PUD's where OR is allowed, it is 1.85% and 2.35% if you back out the forest preserve property. In the other case, they only had a 6-month amortization that could be extended for a year. They did not permit it as an accessory use and further, the amortization is 5 years with our suggested changes. There was also a case in 2021 that involved downzoning and the court basically said that if you have a rational basis and you have these secondary affects and its an ongoing problem, one way beyond licensing to approach it is to zone it out of the way. Staff has not eliminated it completely, but we have limited to certain areas.

Chairman Suwanski asked if the village requires insurance.

Attorney Mraz stated we have strict licensing requirements. In the instance you are aware of, the business was sold and we were not informed so the new owners did not get a license.

President Wallace stated the most recent one was not very typical. The question here is how do you create an environment where you are not trying to license it out of business, we want to zone it into a situation we can handle.

Chairman Reinke stated that it makes sense to restrict them to the OR District and PUD District. He fully supports a shorter amortization schedule.

Attorney Mraz stated he thinks we could justify a 3 year amortization schedule.

Chairman Suwanski asked if we have talked to any licensed massage therapists.

Austin Hopkins, 976 S. Chippendale, stated he has been a licensed massage therapist for 8 years. He had a chance to talk to a couple of the trustees and the conversations have lasted over an hour because this is not a simple issue. This text amendment proposes that the big massage franchises are no longer welcome in the Village of Bartlett. Additionally, you are taking a licensed profession and saying that you can no longer have a storefront on a busy road in the village where you could try to grow your business. He wanted to start with curtains in the windows. This is an important issue because Bartlett's massage ordinance is one of the best in the state and Batavia modeled their ordinance



## VILLAGE OF BARTLETT COMMITTEE MINUTES

November 2, 2021

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off of ours. They took it a step further and established a massage commissioner which is tied to the liquor commissioner. Maybe that is something to look into. So, we have a good massage ordinance, but it is not being enforced. Currently, Bartlett has two massage establishments that are violating our ordinance. They have curtains in the windows which is against the massage ordinance, as it stands. If we are not enforcing that part of the ordinance, what else is not being enforced. He stated he would like to sit down with staff and Attorney Mraz and go through applications and inspection reports and identify other problems to make it more difficult for these places to operate. We can have more inspections, make sure the hot water is working, make sure the sheets are kept in a cabinet, etc. These are all things that are already in the ordinance. It also states that a village representative can come in and inspect at any reasonable time. Other towns even make sure that every employee has an ID on them, so if they are not on the massage therapist log, they would be in violation. The other problem is there are exemptions. You are exempting chiropractors, medical offices, physical therapists and beauty salons. In the beauty salon license they can practice massage. What's to say we shut them down then they change and become a salon with massage in the back. You can no longer regulate what signage they put in the window, curtains and certain types of advertisements. Staff should focus on what's in the ordinance, there should be a checklist.

President Wallace thanked Mr. Hopkins for his assistance with the original massage ordinance.

Chairman Reinke asked about Massage Envy for example. If they wanted to open up a facility, they are within their legal rights to file an application for zoning relief, correct?

Attorney Mraz stated it would have to be in the OR District and they might not want to go in that district. He stated Austin was instrumental in the regulations we have and helping to close the loophole for asian bodyworks and their practitioners. We would still have our current massage establishment regulations and license requirements. We can not regulate the massage therapists themselves because that comes from the state.

President Wallace stated that he thinks this should be pushed to another committee to digest this information. He suggested that we should look into opening it up a bit to see what it would take to get a Massage Envy type of place and what we would need to do to adjust our restrictions.

Chairman Deyne asked if Mr. Hopkins could be involved in drafting this new restriction.

Attorney Mraz stated that trying to attract the legitimate franchises will be difficult because you can not discriminate between the different businesses.

Chairman Reinke stated the ordinance can not be written so Massage Envy can get in but a competitor cannot.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
November 2, 2021**

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President Wallace stated there might be a way to write the ordinance to allow for a more professional place.

Chairman Gandsey asked if we reached out to the current businesses that would be impacted by this ordinance. They might have good input.

Chairman Deyne asked about the new massage parlor.

Attorney Mraz stated there is a new owner who bought it, did not have their ducks in a row on the lease and it is now a new lease with the landlord and the new owner and they are set to get a license.

Chairman Deyne confirmed that they would have 3 or 5 years before leaving then depending on the amortization that is passed.

Attorney Mraz stated that was correct.

Chairman Gunsteen asked if it could be amended so that any business that wants a massage table would have to go through the process, rather than carving out certain businesses that would be exempt. He agreed that it would be easy to put a nail facility in the front and have an operation in the back. If we could regulate businesses with a massage table, that might be helpful.

Attorney Mraz stated we cannot. In terms of exclusionary zoning and it getting challenged, the courts do not give you credit for your special uses. They want to know where it is permitted as a right and they look at the total square miles of the municipality and the zones in which you allow it. They look at it on a case by case business.

President Wallace stated he wants Attorney Mraz and staff to go back to work and figure out some more ideas. He stated the board will be adjourning to Executive Session to Discuss the Sale of Village Owned Property Pursuant to Section 2(c)6 of the Open Meetings Act and we will be Discussing Pending or Probable Imminent Litigation Pursuant to Section 2(c)11 of the Open Meetings Act.

There being no further business to discuss, Chairman Reinke moved to adjourn the committee meeting and that motion was seconded by Chairman Deyne.

**ROLL CALL VOTE TO ADJOURN**

**AYES:** Chairman Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski  
**NAYS:** None



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
November 2, 2021**

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ABSENT: None  
MOTION CARRIED

The meeting was adjourned at 8:13 p.m.

A handwritten signature in black ink, appearing to read 'Sam Hughes', is written over the printed name.

Samuel Hughes  
Deputy Village Clerk

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/16/2021

**100-GENERAL FUND REVENUES**

**420230-BUILDING PERMITS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TWIN BROS PAVING & CONCRETE LLC	PERMIT REFUND/1901 GOLF VIEW DR	399.11
1 TWIN BROS PAVING & CONCRETE LLC	PERMIT REFUND/1925 GOLF VIEW DR	399.11
<b>INVOICES TOTAL:</b>		<b>798.22</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - NOV 2021	288,795.60
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - NOV 2021	4,343.95
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - NOV 2021	15,613.72
<b>INVOICES TOTAL:</b>		<b>308,753.27</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	GIFT CARDS	300.00
<b>INVOICES TOTAL:</b>		<b>300.00</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOCALGOVNEWS.ORG	ANNUAL MEMBERSHIP	942.86
<b>INVOICES TOTAL:</b>		<b>942.86</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	59.98
1 WAREHOUSE DIRECT	MENU POUCHES	28.72
1 WAREHOUSE DIRECT	CALENDARS	125.70
<b>INVOICES TOTAL:</b>		<b>214.40</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ICMA/ILCMA/EB LEGACY FEES	531.06
<b>INVOICES TOTAL:</b>		<b>531.06</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUNSHINE FARM II	BALANCE DUE/HORSE & TROLLEY	700.00
<b>INVOICES TOTAL:</b>		<b>700.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/16/2021**

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM EXPENSES/SUPPLIES	282.49
	<b>INVOICES TOTAL:</b>	<b>282.49</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PRINTER	219.99
** 1 CARDMEMBER SERVICE	ZOOM MEETING FEES	239.90
1 COMCAST	CABLE SERVICE	31.55
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICE	48.60
	<b>INVOICES TOTAL:</b>	<b>540.04</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	787.50
	<b>INVOICES TOTAL:</b>	<b>2,787.50</b>

**1400-FINANCE**

**523500-AUDIT SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAUTERBACH & AMEN LLP	AUDIT SERVICES	7,605.00
	<b>INVOICES TOTAL:</b>	<b>7,605.00</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	ANNUAL TREASURER'S REPORT	1,380.00
1 LOCALGOVNEWS.ORG	ANNUAL MEMBERSHIP	188.57
	<b>INVOICES TOTAL:</b>	<b>1,568.57</b>

**530135-LEAF BAG LABELS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GROOT INC	YARD WASTE STICKERS	3,250.00
	<b>INVOICES TOTAL:</b>	<b>3,250.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA WEBINAR FEES	20.00
	<b>INVOICES TOTAL:</b>	<b>20.00</b>

**1500-PLANNING & DEV SERVICES**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/16/2021**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	31.03
	<b>INVOICES TOTAL:</b>	<b>31.03</b>

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	425.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	440.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	385.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,050.00
	<b>INVOICES TOTAL:</b>	<b>2,300.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	COMPUTER HDMI ADAPTER	9.89
	<b>INVOICES TOTAL:</b>	<b>9.89</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOCALGOVNEWS.ORG	ANNUAL MEMBERSHIP	188.57
	<b>INVOICES TOTAL:</b>	<b>188.57</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PACKAGING TAPE/SUPPLIES	67.06
	<b>INVOICES TOTAL:</b>	<b>67.06</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IEHA CONFERENCE REGISTRATION	150.00
	<b>INVOICES TOTAL:</b>	<b>150.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES/R GRILL	575.00
1 AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES/K STONE	490.00
	<b>INVOICES TOTAL:</b>	<b>1,065.00</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	GETDATA SOFTWARE AGREEMENT	504.90
1 JOHNSON CONTROLS SECURITY SOLUTIONS	SEMI-ANNUAL CHARGES	288.46
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	120.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/16/2021

1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	688.75
1 VERIZON WIRELESS	WIRELESS SERVICES	1,181.68
		<b>INVOICES TOTAL: 4,018.79</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	292.52
** 1 CARDMEMBER SERVICE	LICENSE PLATE RENEWAL FEES	154.40
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,960.66
1 SQUEAKY G'S CAR WASH INC	CAR WASHES	33.00
1 ULTRA STROBE COMMUNICATIONS INC	MICROPHONE REPLACEMENT	49.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	667.40
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	12.84
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	172.00
		<b>INVOICES TOTAL: 3,382.67</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	LUNCH FOR CANDIDATE INTERVIEWS	64.41
1 LT ARTISTIC FRAMING INC	FRAMED ARTWORK	185.00
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	102.33
1 WAREHOUSE DIRECT	INK CARTRIDGE	139.73
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	165.99
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	192.60
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	207.83
		<b>INVOICES TOTAL: 1,057.89</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MTS SAFETY PRODUCTS INC	CROSSING GUARD VESTS	453.51
1 STREICHER'S INC	BALLISTIC VEST	650.00
		<b>INVOICES TOTAL: 1,103.51</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	224.63
		<b>INVOICES TOTAL: 224.63</b>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	31.98
		<b>INVOICES TOTAL: 31.98</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
**INVOICES DUE ON/BEFORE 11/16/2021**

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	USB DRIVES/OFFICE SUPPLIES	232.41
1 WAREHOUSE DIRECT	ENVELOPES/OFFICE SUPPLIES	156.77
	<u>INVOICES TOTAL:</u>	<u>389.18</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FITNESS ROOM SUPPLIES	19.99
1 AMAZON CAPITAL SERVICES INC	FLOOR MOP	37.99
1 MPH INDUSTRIES INC	TRAFFIC MONITOR REPAIRS	154.31
	<u>INVOICES TOTAL:</u>	<u>212.29</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMAS ALAGNA	TRAINING EXPENSES	88.50
1 THOMAS ALAGNA	TRAINING EXPENSES	88.50
1 KATHRYN R JUZWIN	WELLNESS TRAINING SEMINAR	5,000.00
1 KATHRYN R JUZWIN	CONSULTING SERVICES	1,583.33
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	125.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	35.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	400.00
1 JOUWON TATE	TRAINING EXPENSES	620.66
1 UNIVERSITY OF ILLINOIS	N.I.P.S.T.A. TRAINING	478.00
	<u>INVOICES TOTAL:</u>	<u>8,418.99</u>

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CANNABIS GOGGLES	264.00
1 GRAINGER	AVON GAS MASKS & FILTERS	2,476.46
1 PHYSICIANS IMMEDIATE CARE - CHICAGO	PERSONNEL TESTING	1,506.00
	<u>INVOICES TOTAL:</u>	<u>4,246.46</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NATIONAL ASSOC OF FIRE INVESTIGATORS	ANNUAL MEMBERSHIP DUES	55.00
	<u>INVOICES TOTAL:</u>	<u>55.00</u>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CPA CERTIFICATES	18.99
	<u>INVOICES TOTAL:</u>	<u>18.99</u>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	480.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/16/2021

1	STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENT	550.00
1	STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENTS	2,200.00
1	PHYSICIANS IMMEDIATE CARE - CHICAGO	PERSONNEL TESTING	110.00
			<u>INVOICES TOTAL:</u>
			<u>3,340.00</u>

**570105-EQUITABLE SHARING EXPENSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIVERSITY OF ILLINOIS	BASIC LAW ENFORCEMENT TRAINING	12,040.00
		<u>INVOICES TOTAL:</u>
		<u>12,040.00</u>

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.09
1 NOVATOO AUDIO VISUAL	MEMORIAL DAY EQUIPMENT RENTAL	580.00
1 TRAFIC SERVICES INC	BARRICADE RENTAL	89.60
1 VERIZON WIRELESS	WIRELESS SERVICES	323.24
1 VERIZON WIRELESS	WIRELESS SERVICES	35.99
1 VERIZON WIRELESS	WIRELESS SERVICES	340.45
		<u>INVOICES TOTAL:</u>
		<u>1,371.37</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	21.95
		<u>INVOICES TOTAL:</u>
		<u>21.95</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,222.67
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,416.82
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	899.50
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	1,449.88
		<u>INVOICES TOTAL:</u>
		<u>4,988.87</u>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	843.20
1 FENCE CONNECTION INC	FENCE INSTALLATION/RUZICKA PARK	22,000.00
		<u>INVOICES TOTAL:</u>
		<u>22,843.20</u>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	417.75
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
		<u>INVOICES TOTAL:</u>
		<u>1,418.75</u>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/16/2021**

**527112-SERVICE TO MAINTAIN STR LIGHTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	STREET LIGHT REPAIRS	4,475.25
	<b>INVOICES TOTAL:</b>	<b>4,475.25</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES - OCT 2021	2,646.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES - NOV 2021	2,113.57
	<b>INVOICES TOTAL:</b>	<b>4,759.57</b>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	928.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	812.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,546.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,044.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	841.00
1 FRED POLEN	PUBLIC SIDEWALK/CURB REPLACEMENT	467.20
1 WELCH BROS INC	MAINTENANCE SUPPLIES	290.00
	<b>INVOICES TOTAL:</b>	<b>5,928.20</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MATERIALS & SUPPLIES	6.36
1 GRAINGER	MATERIALS & SUPPLIES	28.88
1 MIDWEST SALT LLC	ICE MELT	759.50
	<b>INVOICES TOTAL:</b>	<b>794.74</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARLINGTON POWER EQUIPMENT INC	GLOVES	177.12
	<b>INVOICES TOTAL:</b>	<b>177.12</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALEXANDER EQUIPMENT COMPANY INC	CHIPPER BLADES	591.60
1 AMAZON CAPITAL SERVICES INC	RECHARGEABLE BATTERY	34.01
1 ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	336.15
1 FLEETPRIDE	MAINTENANCE SUPPLIES	512.11
1 FLEETPRIDE	MAINTENANCE SUPPLIES	238.30
1 FLEETPRIDE	MAINTENANCE SUPPLIES	408.80
1 FLEETPRIDE	MAINTENANCE SUPPLIES	100.00
1 FLEETPRIDE	MAINTENANCE SUPPLIES	207.21
1 GRAINGER	AIR FILTERS	78.72
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	137.95
1 RANDALL PRESSURE SYSTEMS INC	MAINTENANCE SUPPLIES	1,091.86

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/16/2021**

1	TERMINAL SUPPLY CO	MAINTENANCE SUPPLIES	407.00
1	WHOLESALE DIRECT INC	MAINTENANCE SUPPLIES	367.04
1	WHOLESALE DIRECT INC	MAINTENANCE SUPPLIES	49.42
1	WHOLESALE DIRECT INC	MAINTENANCE SUPPLIES	167.12
1	WHOLESALE DIRECT INC	MAINTENANCE SUPPLIES	316.43
			<u>INVOICES TOTAL:</u> <b>5,043.72</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	STREET SIGN MATERIALS	2,839.59
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	3,322.82
1 GRIMCO INC	MAINTENANCE MATERIALS	234.78
1 GRIMCO INC	MAINTENANCE MATERIALS	738.76
1 WELCH BROS INC	HAULED ASPHALT GRINDINGS	150.00
1 WELCH BROS INC	GRAVEL PURCHASE	168.00
1 WELCH BROS INC	GRAVEL PURCHASE	168.00
1 WELCH BROS INC	PRECAST BARRIER WALL	220.00
		<u>INVOICES TOTAL:</u> <b>7,841.95</b>

**534800-STREET LIGHTS MAINT MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTANT ELECTRIC SUPPLY CO	STREET LIGHT FIXTURES	2,574.00
1 CONSTANT ELECTRIC SUPPLY CO	STREET LIGHT FIXTURES	2,145.00
		<u>INVOICES TOTAL:</u> <b>4,719.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA CONFERENCE FEE/LODGING	1,025.33
		<u>INVOICES TOTAL:</u> <b>1,025.33</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING RESOURCE ASSOCIATES	ONEIDA BASIN IMPROVEMENTS	3,115.50
1 WELCH BROS INC	MAINTENANCE SUPPLIES	1,454.46
		<u>INVOICES TOTAL:</u> <b>4,569.96</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HEARTLAND BUSINESS SYSTEMS LLC	SECURITY CAMERA MATERIALS	889.95
		<u>INVOICES TOTAL:</u> <b>889.95</b>

**574800-TREE PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FIELDS ON CATON FARM INC	TREE PURCHASE	20,990.00
		<u>INVOICES TOTAL:</u> <b>20,990.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/16/2021

**2200-MFT EXPENDITURES**

**583005-MFT MAINTENANCE PROGRAM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARROW ROAD CONSTRUCTION CO	STREETS RESURFACING PROJECT	453,197.83
1 RUBINO ENGINEERING INC	COMPRESSION TESTING	1,590.00
<b>INVOICES TOTAL:</b>		<b>454,787.83</b>

**3000-DEBT SERVICE EXPENDITURES**

**523700-AGENTS FEES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPUTERSHARE	AGENT FEES/SERIES 2016	1,000.00
<b>INVOICES TOTAL:</b>		<b>1,000.00</b>

**4300-DEVELOPER DEPOSITS EXPENDITURE**

**585033-WEST BARTLETT RD.STREETSCAPE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TREASURER STATE OF ILLINOIS	W BARTLETT RD IDOT STREETSCAPE	41,129.58
<b>INVOICES TOTAL:</b>		<b>41,129.58</b>

**430000-DEVELOPER DEPOSITS FUND**

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILLIAM RYAN HOMES INC	BOND REFUNDS	5,200.00
<b>INVOICES TOTAL:</b>		<b>5,200.00</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>

**5000-WATER OPERATING EXPENSES**

**520025-DWC WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - SEPTEMBER 21	502,904.36
<b>INVOICES TOTAL:</b>		<b>502,904.36</b>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SCADA PHONE SERVICE	37.52

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/16/2021

1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	11,252.75
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
1 WATERLY LLC	BASE SUBSCRIPTIONS	5,100.00
	<u>INVOICES TOTAL:</u>	<u>18,683.60</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	323.24
	<u>INVOICES TOTAL:</u>	<u>323.24</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PDC LABORATORIES INC	SAMPLE TESTING	40.00
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	2,315.50
	<u>INVOICES TOTAL:</u>	<u>2,355.50</u>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAXTER & WOODMAN	AWIA EMERGENCY RESPONSE PLAN	1,000.00
	<u>INVOICES TOTAL:</u>	<u>1,000.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	404.92
1 NICOR GAS	GAS BILL	41.56
1 NICOR GAS	GAS BILL	49.04
1 NICOR GAS	GAS BILL	86.84
	<u>INVOICES TOTAL:</u>	<u>582.36</u>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	843.20
	<u>INVOICES TOTAL:</u>	<u>843.20</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	97.20
1 CORE & MAIN LP	MATERIALS & SUPPLIES	595.42
1 CORE & MAIN LP	MATERIALS & SUPPLIES	455.46
1 USA BLUE BOOK	MATERIALS & SUPPLIES	377.40
1 USA BLUE BOOK	MATERIALS & SUPPLIES	333.55
	<u>INVOICES TOTAL:</u>	<u>1,859.03</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	NOVEMBER BILLS POSTAGE	2,788.92

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/16/2021

INVOICES TOTAL: 2,788.92

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA CONFERENCE FEE/LODGING	246.55
		<u>INVOICES TOTAL:</u> <u>246.55</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HEARTLAND BUSINESS SYSTEMS LLC	SECURITY CAMERA MATERIALS	889.95
		<u>INVOICES TOTAL:</u> <u>889.95</u>

**547072-DWC CAPITAL BUY IN PRINCIPAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - SEPTEMBER 21	36,196.20
		<u>INVOICES TOTAL:</u> <u>36,196.20</u>

**500000-WATER FUND**

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILLIAM/AMY HARTIGAN	REFUND/WATER BILL OVERPAYMENT	189.41
		<u>INVOICES TOTAL:</u> <u>189.41</u>

**5090-WATER CAPITAL PROJECTS EXP**

**581031-LEAK SURVEY/REPAIR**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	680.50
		<u>INVOICES TOTAL:</u> <u>680.50</u>

**581039-LEAD SERVICE REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	LEAD SERVICE LINE REPLACEMENT	1,951.40
		<u>INVOICES TOTAL:</u> <u>1,951.40</u>

**5100-SEWER OPERATING EXPENSES**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	323.24
		<u>INVOICES TOTAL:</u> <u>323.24</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	250.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/16/2021

INVOICES TOTAL: **250.00**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	136.87
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	250.02
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	138.84
1 NICOR GAS	GAS BILL	132.63
1 NICOR GAS	GAS BILL	129.44
1 NICOR GAS	GAS BILL	42.38
1 NICOR GAS	GAS BILL	43.07
1 NICOR GAS	GAS BILL	43.49
1 NICOR GAS	GAS BILL	45.55
1 NICOR GAS	GAS BILL	44.41
1 NICOR GAS	GAS BILL	49.12
1 NICOR GAS	GAS BILL	58.40
<u>INVOICES TOTAL:</u>		<b>1,114.22</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	421.60
1 C E SMITH LAWN MAINTENANCE INC	YARD/PARKWAY REPAIR WORK	565.00
1 WELCH BROS INC	GRAVEL PURCHASE	640.50
<u>INVOICES TOTAL:</u>		<b>1,627.10</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	529.71
1 CORE & MAIN LP	MATERIALS & SUPPLIES	1,241.81
1 CORE & MAIN LP	MATERIALS & SUPPLIES	161.10
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	124.14
<u>INVOICES TOTAL:</u>		<b>2,056.76</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	1,773.89
1 HAWKINS INC	CHEMICAL SUPPLIES	2,889.49
1 HAWKINS INC	CHEMICAL SUPPLIES	3,098.84
<u>INVOICES TOTAL:</u>		<b>7,762.22</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/COFFEE/OFFICE SUPPLIES	263.10
<u>INVOICES TOTAL:</u>		<b>263.10</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	NOVEMBER BILLS POSTAGE	2,788.92

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/16/2021

INVOICES TOTAL: 2,788.92

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GASVODA & ASSOCIATES INC	FILTER ELEMENTS/ASSEMBLY	420.86
1 LIONHEART CRITICAL POWER	GENERATOR INSPECTIONS	6,248.00
1 LIONHEART CRITICAL POWER	THERMOSTAT REPLACEMENT	279.35
		<u>INVOICES TOTAL: 6,948.21</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES - OCT 2021	175.00
		<u>INVOICES TOTAL: 175.00</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEBMARC DOORS INC	COMMERICAL DOOR REPAIRS	275.36
		<u>INVOICES TOTAL: 275.36</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA CONFERENCE FEE/LODGING	975.32
		<u>INVOICES TOTAL: 975.32</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HEARTLAND BUSINESS SYSTEMS LLC	SECURITY CAMERA MATERIALS	889.94
		<u>INVOICES TOTAL: 889.94</u>

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT/OCT 21	936.11
		<u>INVOICES TOTAL: 936.11</u>

**5190-SEWER CAPITAL PROJECTS EXP**

**582025-SANITARY SEWER EVALUATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEENAH FOUNDRY COMPANY	FRAMES	456.00
		<u>INVOICES TOTAL: 456.00</u>

**582028-DEVON EXCESS FLOW PLANT REHB**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	1,050.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/16/2021

INVOICES TOTAL: 1,050.00

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
<u>INVOICES TOTAL:</u>		<u>400.00</u>

**523800-RENT TO RAILROAD**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRA	QTRLY LEASE PYMT/AUG-OCT 2021	792.63
<u>INVOICES TOTAL:</u>		<u>792.63</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	41.64
1 NICOR GAS	GAS BILL	80.26
1 VERIZON WIRELESS	WIRELESS SERVICES	39.99
<u>INVOICES TOTAL:</u>		<u>161.89</u>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	METRA INTERNET SERVICE	51.88
<u>INVOICES TOTAL:</u>		<u>51.88</u>

**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES - NOV 2021	1,684.29
<u>INVOICES TOTAL:</u>		<u>1,684.29</u>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
1 CUSTOM GROUP INC	POWERWASHING/STEAM CLEANING	1,559.75
1 DIGITAL GOLF TECHNOLOGIES INC	DAILY PLAY FEES	310.00
<u>INVOICES TOTAL:</u>		<u>1,987.25</u>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLF CHICAGO!	ADVERTISING	2,250.00
1 GOLF CHICAGO!	ADVERTISING	2,250.00
<u>INVOICES TOTAL:</u>		<u>4,500.00</u>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/16/2021

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JENSEN'S PLUMBING & HEATING INC	KITCHEN APPLIANCE REPAIRS	216.00
<b>INVOICES TOTAL:</b>		<b>216.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	399.66
1 NICOR GAS	GAS BILL	707.50
<b>INVOICES TOTAL:</b>		<b>1,107.16</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	40.15
1 TROPHIES BY GEORGE	WOMEN'S CLUB CHAMPION AWARD	90.00
<b>INVOICES TOTAL:</b>		<b>130.15</b>

**534332-PURCHASES - GOLF BALLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	321.00
1 ACUSHNET COMPANY	GOLF BALLS	738.20
1 ACUSHNET COMPANY	GOLF BALLS	125.36
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	284.76
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	455.46
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	380.40
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	655.20
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	343.20
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	75.72
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	75.72
<b>INVOICES TOTAL:</b>		<b>3,455.02</b>

**534334-PURCHASES - GOLF GLOVES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TAYLOR MADE GOLF COMPANY INC	GOLF GLOVES	590.47
1 ZERO FRICTION LLC	GOLF GLOVES	118.10
<b>INVOICES TOTAL:</b>		<b>708.57</b>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF APPAREL	15.59
1 ADIDAS AMERICA INC	GOLF APPAREL	235.93
1 ADIDAS AMERICA INC	GOLF APPAREL	1,276.35
1 ADIDAS AMERICA INC	GOLF APPAREL	50.30
<b>INVOICES TOTAL:</b>		<b>1,578.17</b>

**5510-GOLF MAINTENANCE EXPENSES**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/16/2021

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
<b>INVOICES TOTAL:</b>		<b>75.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	55.82
1 NICOR GAS	GAS BILL	235.82
<b>INVOICES TOTAL:</b>		<b>291.64</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANCED TURF SOLUTIONS	POND ADDITIVE	283.00
<b>INVOICES TOTAL:</b>		<b>283.00</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	MAINTENANCE SUPPLIES	131.70
<b>INVOICES TOTAL:</b>		<b>131.70</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	MAINTENANCE SUPPLIES	711.00
<b>INVOICES TOTAL:</b>		<b>711.00</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	50.00
1 A MAESTRANZI SONS	CAN OPENER SHARPENED	50.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.33
<b>INVOICES TOTAL:</b>		<b>208.33</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	117.91
<b>INVOICES TOTAL:</b>		<b>117.91</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	20.21
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	15.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/16/2021

1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	207.60
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	29.52
<u>INVOICES TOTAL:</u>		<u>272.33</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	100.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	107.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	169.92
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	344.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	46.11
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	200.00
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	103.77
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	94.14
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	242.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	100.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	62.78
<u>INVOICES TOTAL:</u>		<u>1,569.72</u>

**5570-GOLF BANQUET EXPENSES**

**511200-TEMPORARY SALARIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SURESTAFF LLC	TEMPORARY STAFFING	1,570.00
1 SURESTAFF LLC	TEMPORARY STAFFING	578.94
<u>INVOICES TOTAL:</u>		<u>2,148.94</u>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	50.00
1 A MAESTRANZI SONS	KNIFE SERVICE	19.00
1 ALSCO	LINEN SERVICES	137.63
1 ALSCO	LINEN SERVICES	476.48
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.34
<u>INVOICES TOTAL:</u>		<u>849.45</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELEGANT PRESENTATIONS INC	STAGE/SKIRTING RENTAL	757.64
<u>INVOICES TOTAL:</u>		<u>757.64</u>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	JOB AD POSTINGS	382.04
1 EXAMINER PUBLICATIONS INC	OKTOBERFEST ADVERTISING	60.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/16/2021

INVOICES TOTAL: 442.04

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	117.91
<u>INVOICES TOTAL:</u>		<u>117.91</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	20.21
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	15.00
1 MLA WHOLESALE INC	FLOWERS	60.95
1 MLA WHOLESALE INC	FLOWERS	109.20
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	207.60
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	29.53
<u>INVOICES TOTAL:</u>		<u>442.49</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	225.00
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	265.00
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	305.00
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	305.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	466.33
1 ELGIN BEVERAGE CO	BEER PURCHASE	36.81
1 EUCLID BEVERAGE LLC	BEER PURCHASE	10.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	240.56
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	571.56
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	160.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	458.24
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	608.16
1 GRECO AND SONS INC	FOOD PURCHASE	92.38
1 IL GIARDINO DEL DOLCE INC	PASTRIES/COOKIES	139.00
1 MIDWEST FOODS	FOOD PURCHASE	489.71
1 MIDWEST FOODS	FOOD PURCHASE	307.19
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	140.62
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	400.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,869.21
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	2,116.68
1 TEC COFFEE & FOODS	COFFEE PURCHASE	62.78
<u>INVOICES TOTAL:</u>		<u>9,269.23</u>

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	15.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/16/2021

INVOICES TOTAL: **15.00**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	30.60
1 EUCLID BEVERAGE LLC	BEER PURCHASE	49.50
1 EUCLID BEVERAGE LLC	BEER PURCHASE	49.25
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	246.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	30.00
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	37.76
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	10.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	14.89
1 TEC COFFEE & FOODS	COFFEE PURCHASE	62.79
<u>INVOICES TOTAL:</u>		<b>530.79</b>

**6000-CENTRAL SERVICES EXPENSES**

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	COMPUTER MATERIALS/LICENSES	103.08
1 COMCAST	INTERNET SERVICE	88.40
1 SOLARWINDS	DAMEWARE ANNUAL MAINT RENEWAL	216.00
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,090.90
<u>INVOICES TOTAL:</u>		<b>2,498.38</b>

**523001-PERSONNEL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PHYSICIANS IMMEDIATE CARE - CHICAGO	PERSONNEL TESTING	181.00
<u>INVOICES TOTAL:</u>		<b>181.00</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE EXTINGUISHER INSPECTIONS	372.07
<u>INVOICES TOTAL:</u>		<b>372.07</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	410.11
1 VERIZON WIRELESS	WIRELESS SERVICES	663.87
<u>INVOICES TOTAL:</u>		<b>1,073.98</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	132.91
1 NICOR GAS	GAS BILL	1,010.51
<u>INVOICES TOTAL:</u>		<b>1,143.42</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/16/2021

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SPACE HEATER	27.09
** 1 CARDMEMBER SERVICE	RETIREMENT PARTY SUPPLIES	107.23
1 FOXIT SOFTWARE INCORPORATED	PHANTOMPDF SOFTWARE MAINT RENEWAL	33.01
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	260.88
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	73.73
<b>INVOICES TOTAL:</b>		<b>501.94</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 L.E.D. RITE LLC	VILLAGE HALL LIGHTS	3,998.00
<b>INVOICES TOTAL:</b>		<b>3,998.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PRINTER CABLE	8.06
<b>INVOICES TOTAL:</b>		<b>8.06</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	1.41
<b>INVOICES TOTAL:</b>		<b>1.41</b>

**7000-POLICE PENSION EXPENDITURES**

**523001-PERSONNEL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INSPE ASSOCIATES LLC	PERSONNEL TESTING	1,320.00
<b>INVOICES TOTAL:</b>		<b>1,320.00</b>

**GRAND TOTAL: 1,610,211.79**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
**INVOICES DUE ON/BEFORE 11/16/2021**

GENERAL FUND	462,504.27
MOTOR FUEL TAX FUND	454,787.83
DEBT SERVICE FUND	1,000.00
DEVELOPER DEPOSITS FUND	46,329.58
BREWSTER CREEK TIF MUN ACCT	99.00
WATER FUND	571,494.22
SEWER FUND	27,891.50
PARKING FUND	3,090.69
GOLF FUND	31,916.44
CENTRAL SERVICES FUND	9,778.26
POLICE PENSION FUND	1,320.00
<b>GRAND TOTAL</b>	<b>1,610,211.79</b>

\*\* Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT  
 CASH & INVESTMENT REPORT  
 FISCAL YEAR 2021/22 as of SEPTEMBER 30, 2021

Fund	8/31/2021	Receipts	Disbursements	Detail of Ending Balance			
				Cash	Investments	Net Assets/Liab.	
General	18,411,397	3,997,125	2,408,738	13,517,596	5,702,432	779,756	19,999,784
MFT	5,235,007	148,766	19,463	3,659,926	326,744	1,377,640	5,364,310
Debt Service	1,522,379	850,043	318	1,637,939	733,061	1,103	2,372,103
Capital Projects	2,805,308	46	0	29,321	13,123	2,762,910	2,805,354
Municipal Building	1,003,315	6	0	499,694	223,638	279,989	1,003,321
Developer Deposits	2,507,459	29	0	92,151	1,583,937	831,400	2,507,488
59 & Lake TIF	0	0	0	613,437	274,544	(887,981)	0
BC Municipal TIF	1,270,010	625,957	47,182	1,300,807	582,177	(34,198)	1,848,785
Bluff City TIF Municipal	138,984	9,699	0	102,714	45,969	0	148,683
Water	2,495,992	1,182,845	908,352	4,030,282	1,803,710	(3,063,507)	2,770,485
Sewer	21,442,963	552,005	469,758	1,652,219	739,407	19,133,584	21,525,210
Parking	(97,997)	2,954	12,146	0	0	(107,188)	(107,188)
Golf	(119,909)	303,308	254,015	0	0	(70,616)	(70,616)
Central Services	808,796	121,331	84,403	483,547	216,412	145,766	845,725
Vehicle Replacement	4,159,730	49,496	0	1,285,173	575,180	2,348,872	4,209,226
<b>TOTALS</b>	<b>61,583,433</b>	<b>7,843,609</b>	<b>4,204,374</b>	<b>28,904,805</b>	<b>12,820,333</b>	<b>23,497,531</b>	<b>65,222,669</b>

BC Project TIF	7,822,770	2,130,068	2,000	0	0	9,950,838	9,950,838
Bluff City Project TIF	335,302	151,935	0	336,594	150,643	0	487,237
Bluff City SSA Debt Srv.	585,344	10	0	0	0	585,353	585,353
Police Pension	58,792,104	1,263,495	210,612	1,322,917	58,406,265	115,806	59,844,987



Todd Dowden  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2021/22 as of September 30, 2021

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	13,772,452	25,213,747	54.62%	10,944,300	26,297,809	41.62%
MFT	1,147,642	2,530,256	45.36%	111,464	3,170,000	3.52%
Debt Service	1,980,532	3,015,233	65.68%	493,530	3,018,675	16.35%
Capital Projects	2,762,913	100	100.00%	0	0	0.00%
Municipal Building	2,703	5,000	54.06%	438	375,000	0.12%
Developer Deposits	84,509	375,000	22.54%	0	626,958	0.00%
Bluff City SSA	70	923,983	0.01%	44,038	1,015,175	4.34%
59 & Lake TIF	0	61,000	0.00%	0	61,000	0.00%
Bluff City Municipal TIF	30,600	35,100	87.18%	0	105,000	0.00%
Bluff City Project TIF	479,290	2,030,500	23.60%	0	2,030,000	0.00%
Brewster Creek Municipal TIF	1,204,449	875,500	137.57%	267,834	1,207,867	22.17%
Brewster Creek Project TIF	6,972,158	9,090,000	76.70%	1,090,720	9,088,040	12.00%
Water	5,564,991	12,237,500	45.47%	4,088,961	13,264,853	30.83%
Sewer	2,857,660	22,967,000	12.44%	2,707,694	27,258,677	9.93%
Parking	12,711	100,000	12.71%	61,017	272,787	22.37%
Golf	1,577,613	2,414,258	65.35%	1,126,765	2,401,103	46.93%
Central Services	606,665	1,456,404	41.65%	535,177	1,450,904	36.89%
Vehicle Replacement	247,505	605,770	40.86%	0	659,619	0.00%
Police Pension	3,147,875	6,333,403	49.70%	1,091,008	6,333,403	17.23%
Subtotal	42,452,337	90,269,754	47.03%	22,562,946	98,636,870	22.87%
Less Interfund Transfers	(2,499,879)	(4,886,665)	51.16%	(2,499,879)	(4,886,665)	51.16%
Total	39,952,458	85,383,089	46.79%	20,063,067	93,750,205	21.40%
			57.32%			31.54%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2021/22 as of September 30, 2021

Fund	Actual	Current Year		Prior YTD %
		Budget	Percent	
Property Taxes	7,764,998	11,541,646	67.28%	75.87%
Sales Taxes (General Fund)	1,389,853	3,400,000	40.88%	38.06%
Income Taxes	2,477,708	4,560,000	54.34%	45.24%
Telecommunications Tax	185,177	480,000	38.58%	42.24%
Home Rule Sales Tax	1,008,323	2,380,000	42.37%	33.83%
Real Estate Transfer Tax	666,129	850,000	78.37%	55.49%
Use Tax	638,287	900,000	70.92%	47.25%
Building Permits	431,345	650,000	66.36%	60.00%
MFT	694,534	1,620,000	42.87%	35.58%
Water Charges	5,461,654	12,000,000	45.51%	44.81%
Sewer Charges	2,698,996	6,075,000	44.43%	36.87%
Interest Income	5,678	45,600	12.45%	27.82%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2021/22 as of September 30, 2021

Fund	Actual	Current Year Budget	Percent
<b>Golf Program</b>			
Revenues	1,070,477	1,363,258	78.52%
Expenses	654,602	1,340,168	48.84%
Net Income	415,876	23,090	1801.11%
<b>F&amp;B - Restaurant</b>			
Revenues	108,485	150,000	72.32%
Expenses	184,121	335,184	54.93%
Net Income	(75,636)	(185,184)	40.84%
<b>F&amp;B - Banquet</b>			
Revenues	274,120	765,000	35.83%
Expenses	235,127	661,251	35.56%
Net Income	38,992	103,749	37.58%
<b>F&amp;B - Midway</b>			
Revenues	124,531	136,000	91.57%
Expenses	52,915	64,500	82.04%
Net Income	71,616	71,500	100.16%
<b>Golf Fund Total</b>			
Revenues	1,577,613	2,414,258	65.35%
Expenses	1,126,765	2,401,103	46.93%
Net Income	450,847	13,155	3427.19%

Sales Taxes

Month	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	FY 21/22
May	137,931	143,188	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540
June	168,284	162,596	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635
July	175,701	173,657	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678
August	191,865	191,196	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855
September	190,899	186,097	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874
October	180,797	184,425	190,872	204,424	209,930	215,328	211,089	262,349	221,535	
November	179,526	186,229	181,445	198,880	206,205	208,760	215,922	227,334	202,764	
December	165,188	170,530	188,055	212,286	212,435	219,639	196,081	214,284	236,916	
January	181,865	174,037	179,846	204,437	207,123	221,599	221,276	243,184	208,079	
February	161,047	149,669	160,774	170,190	201,075	206,836	196,714	186,495	199,411	
March	168,154	210,506	187,865	194,219	190,934	196,530	181,590	203,051	203,477	
April	147,189	151,678	141,054	149,630	167,837	180,413	170,866	193,930	211,072	
<b>Total</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>2,468,994</b>	<b>1,395,583</b>
<b>% increase</b>	<b>3.43%</b>	<b>1.73%</b>	<b>-0.37%</b>	<b>6.46%</b>	<b>6.46%</b>	<b>3.71%</b>	<b>-1.58%</b>	<b>5.46%</b>	<b>-2.53%</b>	<b>39.69%</b>
<b>Budget</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>	<b>3,400,000</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 0011069

Fiscal Year: 2022 Issue Date: 09/09/21

Warrant Total: \$325,874.10 Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1989661	2A1989661	\$325,874.10

### IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$325,874.10	DISTRIBUTE MUNI/CNTY SALES TAX

### Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 09/08/2021
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: JUN. 2021 COLL MO: JUL. 2021 VCHR MO: SEP. 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	FY 2021-22
May	89,115	104,788	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647
June	75,066	71,924	80,212	58,408	58,737	72,645	79,592	76,204	99,562	138,322
July	87,721	84,361	89,915	103,948	94,278	95,252	93,416	95,250	121,837	137,127
August	87,924	99,063	61,056	100,154	89,533	89,970	90,079	137,033	142,172	148,687
September	76,347	70,076	83,006	67,441	79,032	79,527	75,247	148,846	132,059	142,475
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	119,239	
February	70,348	83,687	74,031	90,531	88,602	80,765	81,313	126,802	112,605	
March	83,251	65,802	37,978	77,861	75,544	80,062	77,761	131,268	116,673	
April	70,866	75,969	95,841	93,782	90,224	94,326	91,212	122,218	135,751	
Subtotal	980,978	1,017,334	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	701,257
Plus:										
High Growth	29,031	37,678	37,682	37,743	37,801	37,266	36,909	9,192	89,348	61,771
Jobs Now	179,796	179,796	359,592							
Rebuild Illinois										
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	2,922,648	1,215,656
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	1,620,000
Annual Inc in \$										
only MFT Allocations	-6.80%	3.71%	-0.73%	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	7.89%



Municipality Report

October 4, 2021

Bartlett

**MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR SEPTEMBER, 2021**

Beginning Unobligated Balance		<b>\$7,356,320.19</b>
Motor Fuel Tax Fund Allotment	\$81,981.53	
MFT Transportation Renewal Fund Allotment	\$60,493.19	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$142,474.72</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$7,498,794.91</b>

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**PROCESSED TRANSACTIONS:**

## A PROCLAMATION HONORING BARTLETT RESIDENT RUTH BECKNER ON HER 90<sup>TH</sup> BIRTHDAY

**WHEREAS**, one of our prominent residents Ruth Beckner recently celebrated her 90<sup>th</sup> birthday with family, friends and neighbors; and

**WHEREAS**, it is our good fortune that as a young couple Ruth and her late husband Earl chose to make their home and raise their family in the Village of Bartlett; and

**WHEREAS**, during her decades in the village, Ruth hasn't just watched the growth and development of our community, this tremendous civic volunteer has made Bartlett exponentially better through her dedication to the Bartlett Woman's Club, Arts in Bartlett, the Bartlett Historical Society and by her always reliable presence and participation in our community events and activities; and

**WHEREAS**, Ruth's nonstop energy and her kind and generous spirit continues to be an inspiration to everyone in Bartlett who knows and loves her – and trust me when I say that is no small number; and

**WHEREAS**, it is the hope of all of us, Ruth, that each of those 90 candles on your cake represents a sweet moment, a happy milestone, a memorable day filled with love and laughter, and it is our wish that there are many more cakes with many, many more candles in your future;

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, on behalf of the village, wish you a very, very Happy 90th Birthday and many more years of health and well-being.

Dated this 16<sup>th</sup> day of November, 2021



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Kevin Wallace, Village President



# Agenda Item Executive Summary

Item Name      Liquor Store (955 S. Route 59) Special Use for  
Package Liquor Sales      Committee  
or Board      Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The petitioner is requesting a Special Use Permit to sell packaged beer, wine, and liquor in a proposed liquor store to be located at 955 S. Rt. 59 in the B-3 (Neighborhood Shopping) Zoning District (Apple Valley Center).

The **Plan Commission** reviewed the petitioner's request and conducted the required public hearing at their meeting on October 14, 2021. The Plan Commission recommended **approval** of the request subject to the conditions and findings of fact outlined in the staff report.

After the October 14, 2021 Plan Commission meeting, staff reached out to the petitioner to discuss reducing the hours of operation and applying for a Class C liquor license as opposed to the Class C extended license that was originally requested in order to address concerns raised by neighboring residents. The petitioner agreed to reduce the hours of operation to 8:00 AM to 10:00 PM Sunday through Thursday and 8:00 AM to 12:00 Midnight on Friday and Saturday and apply for a Class C liquor license (8:00 AM to 10:00 PM Sunday through Thursday and 8:00 AM to 12:00 midnight on Friday and Saturday).

At the November 2, 2021 meeting, the Village Board Committee discussed further reducing the store's hours with the petitioner. The petitioner agreed to reduce the store's hours to 9:00 AM to 10:00 PM Sunday through Thursday and 9:00 AM to 11:00 PM on Friday and Saturday and apply for a Class C liquor license.

## ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance and exhibit

## ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to Approve Ordinance #21-\_\_\_\_\_ **An Ordinance Granting A Special Use Permit For 955 S. Route 59**
- Motion

Staff:      Roberta Grill, Planning and Development Services  
Director

Date:      11/3/2021

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**

**21-106**

DATE: November 4, 2021

TO: Paula Schumacher, Village Administrator

FROM: Roberta Grill, Planning & Development Services Director 

RE: **(#21-11) Liquor Store (955 S. Route 59) Special Use for Package Liquor Sales**

---

**PETITIONER**

Dharmendra Vadnerkar

**SUBJECT SITE**

955 S. Route 59 (Apple Valley Center)

**REQUEST**

**Special Use Permit** to sell package liquor (beer, wine, and liquor)

**UPDATE**

After the October 14, 2021 Plan Commission meeting, staff reached out to the petitioner to discuss reducing the hours of operation and applying for a Class C liquor license as opposed to the Class C extended license that was originally requested in order to address concerns raised by neighboring residents. The petitioner agreed to reduce the hours of operation to 8:00 AM to 10:00 PM Sunday through Thursday and 8:00 AM to 12:00 Midnight on Friday and Saturday and apply for a Class C liquor license (8:00 AM to 10:00 PM Sunday through Thursday and 8:00 AM to 12:00 midnight on Friday and Saturday).

At the November 2, 2021 meeting, the Village Board Committee discussed further reducing the store's hours with the petitioner. The petitioner agreed to reduce the store's hours to 9:00 AM to 10:00 PM Sunday through Thursday and 9:00 AM to 11:00 PM on Friday and Saturday and apply for a Class C liquor license.

**SURROUNDING LAND USES**

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
<b>Subject Site</b>	<b>Commercial</b>	<b>Commercial</b>	<b>B-3</b>
North	Commercial	Commercial	B-3
South	Commercial	Commercial	B-2 PUD
East	Single-Family	Suburban Residential	SR-4
West	Commercial	Commercial	B-4

**ZONING HISTORY**

The southern portion of this property was annexed into the village in 1963 by Ordinance #1963-02 and subsequently zoned Commercial. The property was then rezoned SR-1, Suburban Residence District as a part of the 1978 comprehensive rezoning. The northern portion of this property was annexed into the village by Ordinance #1984-53 and subsequently rezoned from ER-1, Estate Residence District to SR-1 Suburban Residence District by Ordinance #1984-54. The property was later re-subdivided as a part of the Apple Valley Center Subdivision established by Ordinance #2001-82 and rezoned to the B-3, Neighborhood Shopping District.

**DISCUSSION**

1. The petitioner is requesting a **Special Use Permit** to sell packaged beer, wine, and liquor in a packaged liquor store in the B-3 (Neighborhood Shopping) Zoning District.
2. The proposed liquor store will also sell tobacco products and limited food items.
3. The proposed liquor store will occupy the unit of the Apple Valley Center between The Dogfather and Edible Arrangements (formerly Ultimate Travel).
4. The proposed hours of operation would be in accordance with the Class C Extended liquor license; 8:00 AM to 12:00 Midnight Sunday through Thursday and 8:00 AM to 1:00 AM on Friday and Saturday.

**RECOMMENDATION**

1. The Staff recommends **approval** of the petitioner's request for a special use permit subject to the following conditions and findings of fact:
  - A. Approval of a Class C Extended liquor license;
  - B. The sale of liquor shall be limited to the hours of 8:00 AM to 12:00 midnight Sunday through Thursday and 8:00 AM to 1:00 AM on Friday and Saturday, in accordance with the liquor license;
  - C. Findings of fact (special use permit):

- i. The proposed special use is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
  - ii. That the proposed special use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.
  - iii. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
2. The Plan Commission reviewed the petitioner's request and conducted the requisite public hearing on October 14, 2021. **The Plan Commission recommended approval** of the special use permit subject to the conditions and findings of fact recommended above by the staff.
3. Staff reached out to the petitioner to discuss reducing the hours of operation and applying for a Class C liquor license as opposed to the Class C extended liquor license originally requested. The petitioner agreed to the following revised conditions:
  - A. Approval of a Class C liquor license.
  - B. The sale of liquor shall be limited to the hours of 8:00 AM to 10:00 PM Sunday through Thursday and 8:00 AM to 12:00 Midnight on Friday and Saturday in accordance with the Class C liquor license.
4. At the November 2, 2021 meeting, the **Village Board Committee** discussed further reducing the store's hours. The petitioner agreed to reduce the hours of operation further to 9:00 AM to 10:00 PM Sunday through Thursday and 9:00 AM to 11:00 PM on Friday and Saturday.
5. The Ordinance approving the Special Use Permit request with the amended hours of operation is attached for your review and consideration.

**ORDINANCE 2021 - \_\_\_\_\_**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR 955 S. ROUTE 59**

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**WHEREAS**, Apple Valley Partners, LLC. (the “Owner”) is the owner of 955 S. Route 59, Bartlett, Illinois, zoned B-3 (Neighborhood Shopping District), located at the northeast corner of S. Route 59 and Apple Valley Dr. in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the “Subject Property”; and

**WHEREAS**, Dharmendra Vadnerkar (the “Petitioner”), has filed a petition (the “Petition”) for a special use permit to allow package liquor sales (the “Special Use Permit”), on the Subject Property; and

**WHEREAS**, the Owner of the Subject Property has consented to the Petition of Dharmendra Vadnerkar; and

**WHEREAS**, the Bartlett Plan Commission reviewed the Petition and conducted the required public hearing with respect to the requested Special Use Permit on the Subject Property at its meeting on October 14, 2021 (Case #2021-11) and has recommended to the Corporate Authorities that the Special Use Permit to allow package liquor sales be granted, subject to the conditions and findings of fact set forth in its report; and;

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to grant the Special Use Permit recommended by the Plan Commission based on its findings of fact and conditions set forth in its report and in Sections One and Three of this Ordinance; and

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

**SECTION ONE:** That based in part on the conditions set forth in Section Three of this Ordinance, the Corporate Authorities do hereby make the following findings of fact pertaining to the Special Use Permit on the Subject Property:

- A. The proposed special use permit for package liquor sales at 955 S. Route 59 is desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or the community;
- B. That the proposed special use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
- C. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees by the passage of this Ordinance.

**SECTION TWO:** That the Special Use Permit to allow package liquor sales is hereby granted, subject to the findings of fact and the conditions set forth in Sections One and Three of this Ordinance.

**SECTION THREE:** The Special Use Permit granted in Section Two of this Ordinance, is based upon and is hereby made contingent upon the satisfaction of the following conditions:

- A. The creation of an additional Class C liquor license by the Village of Bartlett corporate authorities, and the issuance of the newly created Class C liquor license to the Petitioner or a newly created corporation, limited liability company or partnership that has entered a written lease with the Petitioner and in which tenant entity Dharmendra Vadnerkar is

a shareholder, director, officer, member, manager or partner, by the Bartlett Local Liquor Commissioner;

- B. The sale of liquor shall be limited to the hours of 9:00 AM to 10:00 PM, Sunday through Thursday and 9:00 AM to 11:00 PM on Friday and Saturday.

**SECTION FOUR:** The violation of any of the above conditions shall be cause for the revocation of the granting of the Special Use Permit approved by this Ordinance.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED this 16<sup>th</sup> day of November, 2021

APPROVED this 16<sup>th</sup> day of November, 2021

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

ATTEST:

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

#### CERTIFICATION

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

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

**Exhibit A**

**Legal Description of the Property**

LOT 2 IN APPLE VALLEY CENTER SUBDIVISION, BEING A PART OF THE NORTH HALF OF LOT 1 IN DAVIS ASSESSMENT OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID APPLE VALLEY CENTER SUBDIVISION, RECORDED AUGUST 3, 2001 AS DOCUMENT NO. R2001-161900, IN DUPAGE COUNTY, ILLINOIS.



# Agenda Item Executive Summary

Item Name 2021 Climate Action Plan Resolution

Committee  
or Board Village Board

## BUDGET IMPACT

Amount: N/A

Budgeted

N/A

List what  
fund

## EXECUTIVE SUMMARY

On July 13, 2021 the Metropolitan Mayors Caucus launched the 2021 Climate Action Plan for the Chicago Region. The Climate Action Plan for the Chicago Region identifies specific goals and objectives for the region and identifies strategies for municipalities to take measurable and meaningful action to both dramatically reduce greenhouse gas emissions. Goals are outlined in the Resolution.

## ATTACHMENTS (PLEASE LIST)

Resolution

## ACTION REQUESTED

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

Resolution   X  

Ordinance \_\_\_\_\_

Motion:   X  

**MOTION:** I move to approve resolution 2021-\_\_\_\_\_, a resolution endorsing the 2021 Climate Action Plan for the Chicago Region.

Staff: Samuel Hughes, Senior Management Analyst

Date: 11/05/2021

## RESOLUTION 2021-\_\_\_-R

### Endorsing the 2021 Climate Action Plan for the Chicago Region

**WHEREAS**, on July 13, 2021, the Metropolitan Mayors Caucus launched the 2021 Climate Action Plan for the Chicago Region in partnership with the National Oceanic and Atmospheric Administration (NOAA) and the Global Covenant of Mayors for Climate and Energy, and with support from the European Union, the Chicago Metropolitan Agency for Planning, and the Metropolitan Planning Council; and

**WHEREAS**, on August 9, 2021, the Intergovernmental Panel on Climate Change issued the Sixth Assessment Report authored by 234 scientists from 66 countries containing dire warnings about the state of the planet but showing that human actions have the potential to determine the future for climate; and

**WHEREAS**, more than 250 individuals from 175 stakeholder organizations including 53 municipalities throughout Northeastern Illinois invested two years of work through in-person and virtual collaboration and developed a comprehensive, municipally focused and regional impactful climate action plan that is anchored in equity with the well-being of people at its core; and

**WHEREAS**, the Climate Action Plan for the Chicago Region invites collaboration from all regional, state and federal agencies and the private sector; and

**WHEREAS**, the Climate Action Plan for the Chicago Region identifies the following science-based goals and objectives for the region and identifies strategies for municipalities to take measurable and meaningful action to both dramatically reduce greenhouse gas emissions and develop resiliency to climate-related hazards that threaten the community, economic health and the natural environment:

CLIMATE MITIGATION GOAL: Net zero greenhouse gas emissions

#### MITIGATION TARGETS:

By 2030 Reduce GHG emissions 50% from 2005 levels

By 2040 Reduce GHG emissions 65% from 2005 levels

By 2050 Reduce GHG emissions at least 80% from 2005 levels

#### MITIGATION OBJECTIVES:

1. Demonstrate Leadership to Reduce Emissions.
2. Decarbonize Energy Sources.
3. Optimize Building Energy.
4. Implement Clean Energy Policies.
5. Decarbonize Transportation.
6. Reduce Vehicle Miles Traveled.
7. Manage Water and Waste Sustainably.
8. Sustain Ecosystems to Sequester Carbon.

CLIMATE ADAPTATION GOAL: Persistent, equitable climate adaptation

#### ADAPTATION TARGETS

By 2030 Climate-resilient governance  
By 2040 Resilience across jurisdictions  
By 2050 Cohesive, resilient communities

**ADAPTATION OBJECTIVES**

1. Engage and educate the community about climate resilience and adaptation.
2. Incorporate equity and inclusion into climate adaptation efforts.
3. Collaborate and build capacity for a more resilient community.
4. Enact plans and policies focused on adaptation and resilience.
5. Adapt operations and investments for future climate conditions; and

**WHEREAS**, municipal governments have unique strengths in developing community resiliency and in taking long-term action to mitigate climate change that are amplified through regional collaboration.

**NOW, THEREFORE, BE IT RESOLVED** by the Village President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, hereby expresses its support for the the goals and objectives of the **2021 Climate Action Plan for the Chicago Region** proposed by the Metropolitan Mayors Caucus and pledges to take strategic action to achieve these goals for a more resilient, equitable and healthy future.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:**

**APPROVED:**

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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- -R enacted on November 16th, 2021, and approved on November 16th, 2021 as the same appears from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk



# Agenda Item Executive Summary

Item Name      Development Incentive Agreement with Bartlett  
Automotive Mall, LLC and Loquercio  
Automotive, Inc.      Committee  
or Board      Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The Development Incentive Agreement (the "Incentive Agreement") is essentially a sales tax sharing agreement among the Village, Bartlett Automotive Mall, LLC (the "Developer") and Loquercio Automotive, Inc. (the "Dealership") whereby the Village agrees to rebate 50% of the sales taxes generated by the two auto dealerships, Hyundai and Genesis, proposing to relocate from Elgin to the Barrington RV property on Lake Street (the "West Property") and upon which the Developer is proposing to construct two separate dealership buildings, and to lease the 10.6123 acre former Groh Camper & Knaack parcel owned by the Village (the "Village East Property") to construct a parking lot on it to store vehicle inventory of the Dealership. The sales tax sharing period has been reduced from 22 years to 18 years.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Staff:      Bryan Mraz, Village Attorney

Date:      11/12/21

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**BRYAN E. MRAZ**  
BEM@MRAZLAW.COM

DAVID W. GULLION  
ASSOCIATE  
DWG@MRAZLAW.COM

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## MEMORANDUM

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TO: President and Board of Trustees of the Village of Bartlett  
(excluding Trustee Reinke)  
Paula Schumacher, Village Administrator

FROM: Bryan E. Mraz

DATE: November 12, 2021

RE: Bartlett Automotive Mall

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I. Before the Board at the regular Board meeting on November 16, 2021, will be:

1. RESOLUTION APPROVING A DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT, BARTLETT AUTOMOTIVE MALL, LLC AND LOQUERCIO AUTOMOTIVE, INC.

The Development Incentive Agreement (the "Incentive Agreement") is essentially a sales tax sharing agreement among the Village, Bartlett Automotive Mall, LLC (the "Developer") and Loquercio Automotive, Inc. (the "Dealership") whereby the Village agrees to rebate 50% of the sales taxes generated by the two auto dealerships, Hyundai and Genesis, proposing to relocate from Elgin to the Barrington RV property on Lake Street (the "West Property") and upon which the Developer is proposing to construct two separate dealership buildings, and to lease the 10.6123 acre former Groh Camper & Knaack parcel owned by the Village (the "Village East Property") to construct a parking lot on it to store vehicle inventory of the Dealership. The sales tax sharing period has been reduced from 22 years to 18 years.

If the Board finds the terms of the Incentive Agreement acceptable it needs to be approved first, and because the Vacant Land Lease with the option to purchase the Village's Property (the "Lease") requires that it be passed by an

ordinance with a different voting requirement (3/4 vote of the President and Board), i.e., six favorable votes to be passed, next.

The Incentive Agreement is contingent upon a number of things, one of which is zoning approval for both the West Property and the Village's East Property, which won't be reviewed until the Committee of the Whole meeting immediately following the regular Board meeting on November 16.. Thus, if the Board does not approve of the zoning approval requests for both the West Property and the Village's East Property, that will terminate the transaction, and both the Incentive Agreement and the Lease will become null and void, and both agreements make clear that approval of each in no way is tacit approval of the Developer's Zoning Applications for both properties.

2. AN ORDINANCE AUTHORIZING A VACANT LAND LEASE WITH OPTION TO PURCHASE FOR REAL ESTATE OWNED BY THE VILLAGE OF BARTLETT, WHICH IS NO LONGER NECESSARY, APPROPRIATE, REQUIRED FOR THE USE OF, PROFITABLE TO, OR FOR THE BEST INTEREST OF THE VILLAGE, FOR THE 10.6123 +/- ACRE PARCEL OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF IL RT. 20 AND IL RT. 59, BARTLETT, ILLINOIS

The Lease is for a 10 year term, with three renewal terms of five years each.

The Lease allows the Developer to construct a parking lot on the Village's East Property if the Village later approves of the requested zoning for that property. The Developer will lease the Village's East Property to store new and used car inventory generated by the Hyundai and Genesis dealerships on the West Property, called the "Companion Site" in the Lease, or from another future dealership in Bartlett, or the Dealership's affiliates (the latter limited to 25%) meaning once the parking lot is constructed on the Village's East Property, 75% of the cars stored on it must be from dealerships located in Bartlett (the "Use Restriction").

Under the Lease the Developer has an option to purchase the Village's East Property, but if it does not do so before the Village has received \$7,000,000 in sales tax (\$14,000,000 x 50%), it must pay \$250,000 to the Village for the property. However, if the Developer waits to exercise its option until after it hits the \$14,000,000 in sales tax, i.e., \$7,000,000 to the Village, then the purchase price is \$1,000, but the Use Restriction would then become a Restrictive Covenant upon the property even if the Developer becomes the new owner of the Village's East Property. Likewise, if the Village does not approve of the Developer's zoning requests for both the Village's East Property and the West Property/Companion Site and close on the purchase of that site, the Lease is voidable.

The public hearings on the Zoning Applications are scheduled before the Plan Commission on December 9, 2021, and it is anticipated that ordinances for the Developer's requested zoning will be considered and voted upon at a special meeting of the Board the week of December 12, 2021, due to manufacturer (Hyundai/Genesis timing requirements) and constraints.

- II. At the November 16, 2021 Committee of the Whole meeting the Board will review:
  1. Development Application for Bartlett Automotive Mall – East Parcel.
  2. Development Application for Bartlett Automotive Mall – West Parcel.

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

**A RESOLUTION APPROVING OF DEVELOPMENT INCENTIVE AGREEMENT AMONG THE VILLAGE OF BARTLETT, BARTLETT AUTOMOTIVE MALL, LLC AND LOQUERCIO AUTOMOTIVE, 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 Development Incentive Agreement among the Village of Bartlett, Bartlett Automotive Mall, LLC and Loquercio Automotive, Inc. dated November 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 and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

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

### CERTIFICATION

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

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

## DEVELOPMENT INCENTIVE AGREEMENT

THIS DEVELOPMENT INCENTIVE AGREEMENT (this “Agreement”) is made and entered into this 16<sup>th</sup> day of November, 2021 (the “Effective Date”), by and among the VILLAGE OF BARTLETT, an Illinois municipal corporation (the “**Village**”), and BARTLETT AUTOMOTIVE MALL LLC, an Illinois limited liability company (or its nominee that ultimately takes title to the West Property, in either case, the “**Company**”), and LOQUERCIO AUTOMOTIVE, INC., an Illinois corporation (the “**Dealership**”). The Village, the Company, and the Dealership are sometimes hereafter individually referred to as a “Party” or collectively as the “Parties”.

### RECITALS:

WHEREAS, the Village is a home rule unit of government authorized to exercise and perform any function relating to its government and affairs; and

WHEREAS, the Company’s affiliate is the contract purchaser of that parcel of real property located within the Village labeled “the West Property” and legally described on Exhibit A attached hereto, with a common address of 1201-1215 West Lake Street, Bartlett, Illinois (the “**West Property**”); and

WHEREAS, the Village is the owner of that approximate 10.6123 acre parcel of land bearing Cook County Tax Parcel Identification Number 06-28-204-002; 06-28-400-014; 06-28-400-016, 06-28-400-018; and 06-28-400-019, located at the southwest corner of Illinois Route 20 and Illinois Route 59 intersection, commonly known as 1105 West Lake Street, Bartlett, Illinois, and legally described as on Exhibit C, commonly referred to as the former “Groh Camper & Knaak Property” (hereinafter referred to as the “**East Property**”); and

WHEREAS, the Dealership currently owns and operates in the City of Elgin, Illinois a Hyundai new car dealership and a Genesis new car dealership (individually or collectively, the “**Hyundai / Genesis Dealerships**”); and

WHEREAS, provided that (i) the Company is successful in purchasing the West Property and Leasing the East Property, (ii) the Dealership is successful in obtaining from Hyundai Motor America (the “**Franchisor**” or “**Manufacturer**”) all approvals required to relocate the Dealership’s existing dealership operations from the City of Elgin to the West Property and East Property, and (iii) such approval from the Franchisor is not successfully challenged under the motor vehicle franchise laws of the State of Illinois, the Dealership agrees to relocate its entire operations with respect to the Hyundai / Genesis Dealerships from the City of Elgin to the West Property and East Property within the Village (the “**Hyundai / Genesis Relocation to Bartlett**”) as soon as reasonably practicable once (A) the Improvements (hereinafter defined) have been completed by the Company, (B) the buildings have been equipped and furnished by the Dealership,

(C) the Village has issued all required certificates of occupancy, and (D) the State of Illinois has issued all required permits and approvals regarding such relocation, in accordance with this Agreement and applicable Village ordinances; and

WHEREAS, the Hyundai / Genesis Dealerships are each engaged in the business of (i) selling new Hyundai or Genesis brands of motor vehicles pursuant to franchise agreements entered into with, (ii) selling used vehicles, (iii) selling parts, and (iv) providing motor vehicle repair and other services (including a car wash to service its own inventory and its customers), with the right to supplement or replace said Hyundai and / or Genesis Dealerships with one or more other new car dealerships; and

WHEREAS, conditional upon, among other things, the Village approving and executing this Agreement, the Company intends to (A) acquire fee simple title to the West Property, (B) lease from the Village the East Property, and (C) construct on the West Property and the East Property buildings and/or other site improvements as approved by the Village (the “**Improvements**”) and thereafter lease same to the Dealership; and

WHEREAS, the Village agrees, in reliance on and conditioned upon the consummation of the Hyundai / Genesis Relocation to Bartlett, to provide certain economic assistance in the form of the Sales Tax Sharing Payments (as hereafter defined), as specifically set forth in this Agreement; and

WHEREAS, in reliance upon the mutual promises contained herein, the Village and Company are entering into this Agreement, which upon execution will constitute the full and complete understanding of the Village and Company with respect to the subject matter hereof and supersede all previous agreements between the parties relating to the subject matter hereof.

NOW, THEREFORE, in consideration of the Recitals, the covenants, terms and conditions hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are acknowledged, it is mutually agreed by the parties hereto as follows:

#### AGREEMENTS:

##### 1. Recitals

The parties hereby agree that the Recitals set forth hereinabove are incorporated herein by reference, as if fully set forth herein.

##### 2. Definitions

For purposes of this Agreement, and in addition to the defined terms contained in the foregoing Recitals, the following terms shall have the following meanings:

- A. “Assignee” shall have the meaning as set forth in Section 4A below.

- B. "Commencement Date" means (i) the date on which the Hyundai / Genesis Dealerships makes its first taxable sale from the West Property; and (ii) the date on which there is a cessation of all sales of new and used Hyundai and Genesis vehicles and parts from the Dealership's existing Hyundai and/or Genesis dealership in Elgin, Illinois (being the only municipality in which the Dealership currently operates).
- C. "Dealership" means Loquercio Automotive, Inc. and any other entity from time to time operating a New Car Dealership on the Dealership Properties.
- D. Dealership Properties" means, collectively, the West Property and the East Property.
- E. "Department" means the Illinois Department of Revenue.
- F. "New Vehicle Dealership" means a business operating on the West Property engaged in the business of (i) selling new Hyundai, Genesis, or any other brand of motor vehicles pursuant to franchise agreements entered into with the motor vehicle brand manufacturer, (ii) selling used vehicles, (iii) selling parts, and (iv) providing motor vehicle repair and other customary services.
- G. "Permitted Assignee" means, with respect to the Company (i) any lender to the Company who takes such assignment as collateral for one or more loans or other financing; and / or (ii) the Dealership, any person who succeeds to the business of the Dealership through the acquisition of substantially all of its assets, or otherwise operates thereon one or more other Hyundai / Genesis Dealerships, and (iii) or any other new car dealership operating on either or both of the Dealership Properties; provided, however, and notwithstanding anything in this Agreement to the contrary, (B) the provisions of Section 23 below shall be applicable to any such assignment (other than to a lender) and (B) this Agreement shall remain in effect as to any such Permitted Assignee only as so long as the Permitted Assignee continues to operate a New Vehicle Dealership on the West Property and / or the East Property.
- H. "Sales Taxes" means any and all of those taxes imposed by the State of Illinois pursuant to the Use Tax Act 35 ILCS 105/1 *et seq.*), the Service Use Tax Act 35 ILCS 110/1 *et seq.*), the Service Occupation Tax Act (35 ILCS 115/1 *et seq.*), and the Retailers' Occupation Tax Act (35 ILCS 120/1 *et seq.*), the Home Rule Municipal Retailers Occupation Tax (65 ILCS 5/8-11-1), and the Home Rule Municipal Service Occupation Tax (65 ILCS 5/8-11-5) each as supplemented and amended from time to time, or any substitute taxes therefor as provided by the State of Illinois in the future. The term "Sales Taxes" shall also include any future tax that may be imposed by the State of Illinois, the County of Cook, and / or the Village on services (labor) rendered by the Dealership at the Property.
- I. "Sales Tax Sharing Payment" shall have the meaning as set forth in Section 4A below.
- J. "Sales Tax Revenue(s)" means all revenue from Sales Taxes actually received by the Village as a result of and with respect to any and all sales transactions from the operation of any and all New Vehicle Dealership on either or both of the Dealership Properties during the Sales Tax Participation Period (including, without limitation, face-to-face sales transacted on either or both of the Dealership Properties, and all sales transacted over the telephone, over the internet, or through any other medium or mode of transacting business).

(For clarification purposes only, any Sales Tax Revenue generated by sales from either or both of the Dealership Properties during the eighteenth (18<sup>th</sup>) year of the term of this Agreement but not received by the Village until the nineteenth (19<sup>th</sup>) year shall still be included as Sales Tax Revenue that is subject to the sharing provisions of this Agreement.)

- K. "Sales Tax Participation Period" means the period beginning on the Commencement Date and ending on December 31<sup>st</sup> of the eighteenth (18<sup>th</sup>) year following the Commencement Date (subject to extension as provided in Sections 7 and 15 below).
- L. "Sales Tax Year" means (i) the 12 consecutive month period starting on the Commencement Date and ending 12 months later and (ii) each consecutive succeeding 12-month period thereafter during the Sales Tax Participation Period.
- M. "Village Share" shall have the meaning as set forth in Section 4A below.

### 3. Findings of Village

The Board of Trustees of the Village hereby makes the following findings:

- (i) That the camper sales business on the West Property has leased operations thereon and has relocated its business outside of the corporate limits of the Village and would likely remain vacant for more than one (1) year but for the New Dealership Development;
- (ii) That, if developed, the New Vehicle Dealership Development will likely generate substantial sales tax revenue, jobs and other economic growth for the Village;
- (iii) That based on reasonable projections from the Dealership, the New Vehicle Dealership Development is anticipated to create job opportunities within the Village estimated to be in excess of one hundred (100) sales, service, maintenance and management personnel by the Dealership within the Village; [Loquercio to insert info in blank]
- (iv) That the New Vehicle Dealership Development will significantly increase traffic and customers into the area which will serve to further the development of adjacent areas;
- (v) That based on representations and documentation submitted by the Company, the agreement by the Village to provide sales tax rebates as herein set forth is deemed necessary by the Village to encourage the Hyundai / Genesis Relocation to Bartlett, and but for such sales tax sharing as herein set forth, such Hyundai / Genesis Relocation to Bartlett would likely not occur;
- (vi) That the Company and the Dealership meets high standards of creditworthiness and financial strength which have been confirmed by a letter from the Company's and the Dealership's bank or banks;
- (vii) That the Hyundai / Genesis Relocation to Bartlett will strengthen the commercial sector of the Village by providing a quality retail entity that will create additional high paying jobs, provide additional real estate and sales

- taxes, and provide a destination for vehicular traffic that will benefit current and future commercial/retail entities in the area;
- (viii) That the Hyundai / Genesis Relocation to Bartlett will enhance the tax base of the Village through increases in real estate taxes and Sales Tax Revenues paid by the Company; and
  - (ix) That this Agreement is made in the best interest of the Village.

#### 4. Economic Incentives: Sales Tax Sharing Payment

A. The Village shall distribute and disburse to the Company (or its Permitted Assignee(s), or to such other person to whom the Company may assign its rights hereunder by written notice to, and with the consent by the Village, which consent shall not be unreasonably withheld, conditioned or delayed (any Permitted Assignee and any other assignee consented to by the Village being collectively called an “**Assignee**”) fifty percent (50%) of the Sales Tax Revenue actually received by the Village with respect to retail sales made by any New Vehicle Dealership from either of the Dealership Properties during the Sales Tax Participation Period, with payments (each a “**Sales Tax Sharing Payment**”) to be made semi-annually to the Company within sixty (60) days of the actual receipt by the Village from the Department of the Village’s distributive share of such Sales Tax Revenue, provided, however, the first Sales Tax Sharing Payment in the first Sales Tax Year shall be due no earlier than the first June 30<sup>th</sup> date or December 31<sup>st</sup> date, as the case may be, which is at least six (6) months from the issuance of the first Certificate of Occupancy. The Village shall provide the Company with a semi-annual report of all Sales Tax Revenue generated by any such New Vehicle Dealership and actually received by the Village for the preceding semi-annual period. The Sales Tax Revenue received by the Village, over and above the amount thereof which the Village is obligated to pay to the Company as Sales Tax Sharing Payments, is herein referred to as the “**Village Share**”.

B. Notwithstanding any other provision of this Agreement to the contrary, it is agreed and understood that the Village’s obligation under this Agreement to distribute and disburse a portion of Sales Tax Revenues shall not be a general debt of the Village on or a charge against its general credit or taxing powers, and shall constitute a special limited obligation payable solely and only out of the Sales Tax Revenues received by the Village. The Company and the Dealership shall have no right, and agree that it shall not, compel any exercise of the taxing power of the Village to pay the Sales Tax Revenues distributions and disbursements, and no execution of any claim, demand, cause of action, or judgment shall be levied upon or collected from the general credit, general funds, or any other property of the Village other than with respect to Sales Tax Revenue collected by the Village and not distributed and disbursed to the Company or to a Permitted Assignee, as required by this Agreement (“**Delinquent Payments**”). The obligation of the Village to make payments of (rebate) a portion of Sales Tax Revenues by the Village to the Company or to a Permitted Assignee as provided for in this Agreement shall not constitute an indebtedness of the Village or a loan or a liability

of the Village within the meaning of any constitutional or statutory provision, except to the extent of any Delinquent Payments, as to which the Company or a Permitted Assignee shall have the right to seek and enforce a judgment against the Village for the payment thereof. No interest shall be due, owing or paid by the Village with respect to the rebate of any Sales Tax Sharing Payment except with respect to any Delinquent Payments, as to which interest at the Prime Rate of interest (as from time to time published and announced by the *Wall Street Journal*) shall be payable by the Village.

C. The Company and the Dealership hereby each represents that (i) the Sales Tax Revenue to be shared with and disbursed to the Company pursuant to this Section 4 and reported to the Illinois Department of Revenue pursuant to Section 5 below would not have been payable to another unit of local government but for this Agreement; (ii) as of the Commencement Date, the Dealership will not maintain a retail location in any other unit of local government from which the sale of vehicles or other tangible personal property covered by this Agreement are delivered to purchasers, or a warehouse from which tangible personal property is delivered to purchasers; and (iii) the sales tax sharing provisions contained in this Agreement do not violate the provisions of 65 ILCS 5/8-11-21. The Company and the Dealership hereby agree to indemnify, defend and hold the Village harmless from and against any and all liability, loss, costs, and demands arising out of any liability the Village may have to any other unit or local government pursuant to the aforesaid 65 ILCS 5/8-11-21 as provided in Section 22 below. Should any other unit of local government assert a claims against the Village asserting a violation of said 65 ILCS 5/8-11-21, the Village shall promptly notify the Company and the Dealership and tender the defense of said claim to the Company and to the Dealership.

## 5. Sales Tax Reports

A. No less often than on a quarterly calendar basis, the Dealership shall furnish or cause to be furnished to the Village copies of any and all sales tax returns, sales tax reports, amendments, proof of payment or any other sales tax information filed with the State of Illinois or other applicable governmental entity by the Dealership or any other New Vehicle Dealership operating at either of the Dealership Properties. Such documents shall be sent to the attention of the Village Finance Director. The Dealership shall make written request that the Local Tax Division of the Department (“**LTD-IDOR**”), or such successor to such agency, supply to the Village on a semi-annual or more frequent basis a report itemizing and certifying the amount of Sales Tax Revenues received by the Village from all such New Vehicle Dealerships operations on either of the Dealership Properties during the period covered by the said report (with such report from the LTD-IDOR certifying the amount of Sales Tax Revenue received by the Village from the operation of all such New Vehicle Dealerships being hereinafter referred to as a “**IDOR Sales Tax Revenue Certification Report**”);

B. The Dealership shall take all additional actions as may reasonably be necessary in order for the Village to obtain the information to insure the accurate calculation of Sales Tax Revenues from sales occurring on or from either of the Dealership Properties;

C. The Dealership shall supply or cause to be supplied to the Village appropriate authorizations for the Department to provide such information, including copies of filings with the Department made by the Dealership with respect to sales from the either of the Dealership Properties;

D. The Dealership shall, upon written request of the Village, provide a power of attorney in favor of the Village in a form reasonably satisfactory to the LTD-IDOR, authorizing the Village to request and retrieve gross revenue and other information necessary to allow the Village to compute the Sales Tax Revenues;

E. The Dealership shall, upon written request of the Village, provide to the Village copies of any form ST-1 or form ST-556, or any successor reporting forms, filed with the Department regarding the New Vehicle Dealership operations on the either of the Dealership Properties;

F. The Dealership shall allow the Village the right, upon reasonable notice to the New Vehicle Dealership(s) operating on the either of the Dealership Properties, to audit the New Vehicle Dealership's records in order to confirm Sales Tax Revenues being generated from the either of the Dealership Properties. Such documents shall be sent to the attention of the Village Finance Director of the Village;

G. To the extent permitted by law, the Village shall maintain the confidentiality of all information and reports provided to the Village in connection with the sales and Sales Tax Revenues generated from operations on the either of the Dealership Properties. In addition, prior to any payments to the Company pursuant to this Agreement, the Dealership shall provide, or cause the Village to be provided with properly executed authorizations to the State of Illinois granting the Village the right to access the Sales Tax records of the Dealership. The Company and the Dealership acknowledge and agree that the provisions of this Agreement shall be a matter of public record, as shall any and all payments or disbursements made by the Village to the Company pursuant to this Agreement, and that such information is subject to the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.) ( the "FOIA");

H. The Company agrees and acknowledges that any distributions or disbursements of Sales Tax Revenue made by the Village made pursuant to this Agreement can only be made from and to the extent of the data submitted to the State of Illinois in accordance with this Section;

I. The Village shall have no obligation to procure the IDOR Sales Tax Revenue Certification Report from the LTD-IDOR, but the Village shall reasonably cooperate with the Dealership to the extent required by the LTD-IDOR for the Dealership to provide all information to the LTD-IDOR that may be required for said LTD-IDOR to then provide the Village with the IDOR Sales Tax Revenue Certification Report for each semi-annual period; and

J. The Village shall have no obligation to disburse a Sales Tax Sharing Payment for a period within the Sales Tax Participation Period unless and until the Village has received the IDOR Sales Tax Revenue Certification Report relevant to that specific period.

#### 6. Sales Tax Incentive Payment Mechanism

The Village shall remit in full to the Company, or its designee, or an Assignee, the Sales Tax Sharing Payments to which the Company is entitled as determined in Section 4A., *supra*. The Village shall be liable to the Company for distribution or disbursement of monies hereunder only to the extent of the Sales Tax Revenue generated by the any New Vehicle Dealership operating on either of the Dealership Properties and actually received by the Village from the Department, provided, however, the Village reserves the right to make such earlier and/or additional payments in such amounts and at such times as the Village, in its sole discretion, deems appropriate. Any payments due the Company pursuant to this Agreement shall be reduced by an amount equal to all collection fees imposed upon the Village by the State of Illinois or the Department or other applicable governmental agency or body, for collection of Sales Tax Revenue generated by the Hyundai / Genesis Relocation to Bartlett.

#### 7. Casualty/Extension of Sales Tax Participation Period

If all New Vehicle Dealership retail operations on the West Property cease due to casualty or other causes constituting force majeure as defined in Section 15 hereof (other than contested loss of franchise rights), then, in each case, provided the conditions set forth in Section 15 hereof have been satisfied, the Sales Tax Participation Period of this Agreement shall be automatically extended for a period equal to the period commencing on the date of said casualty, or the date said force majeure commences (as applicable), through the date of final completion of the reconstruction of said improvements, or the date of cessation of said force majeure (if applicable), and the Village's payment obligations hereunder shall, with respect to the Sales Tax Revenue arising or accruing during said extended Sales Tax Participation Period, continue for said period.

8. Additional Development Incentives. To further incent the Hyundai / Genesis Relocation to Bartlett on the Property, the Village hereby agrees to charge those fees as more particularly set forth on **Exhibit E** attached hereto (the "**Adjusted Fees**")

#### 9. Mutual Assistance

The Company, the Dealership and the Village agree to do all things practicable and reasonable to carry out the terms and provisions of this Agreement and to aid and assist each other

in carrying out its terms; provided, however, that no party will be obligated to incur or assume any liability or cost not otherwise expressly provided for herein.

10. Default: Remedies

A. Except as otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any terms or conditions by any party hereto, such party shall, upon written notice from the non-defaulting party, proceed promptly to cure or remedy such default or breach within sixty (60) days after receipt of such notice. If any such default is not susceptible of being cured within said sixty (60) day period other than through the use of extraordinary measures, and the defaulting party commences to cure the default within said sixty (60) day period and proceeds with due diligence, then such party shall not be deemed in default under this Agreement. If the defaulting party has not commenced to cure the default within the sixty (60) day period, notice will be sent to the defaulting party and they shall be granted another sixty (60) day period in which to cure the default. If the defaulting party commences to cure the default within the second sixty (60) day period and proceeds with due diligence, then such party shall not be deemed in default under this Agreement.

B. Except as otherwise provided in this Agreement, in case any action hereunder is not taken or not diligently pursued or the default or breach shall not be cured within the above periods, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, an action to restrain any such default or breach of its obligations, an action to compel specific performance by the party in default or breach of its obligations, an action to recover damages against any party liable pursuant to the provisions hereof, or any other action at law or in equity and shall have the right to recover all enforcement-related costs and expenses (subject, however, to Sections 10C and 10D below). Except as otherwise set forth in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same time or different times of any other remedies for the same default or breach by any other party.

C. During such time (if ever) as the Company and the Dealership, or either of them, may be in material default in the performance of any of their joint, or its respective obligations to the Village under this Agreement (other than a violation, breach or default with respect to any general zoning, property maintenance or other Village ordinance of general applicability to commercial properties throughout the Village by the Company and/or the Dealership, (which general code violation shall not be deemed to be a material breach under this Development Incentive Agreement and which the Parties hereto agree shall instead be addressed by the Village through its general code enforcement provisions and procedures and not through the exercise of any remedies under this Agreement) hereunder beyond the expiration

of any applicable cure period (the “**Continuing Default Period**”), then, in addition to seeking to compel compliance by the Company through equitable remedies, (i) the Company shall be deemed to have forfeited its right to share in any Sales Tax Revenue under section 4A above during the Continuing Default Period (“**Default Period Forfeiture**”) and (ii) the Village may retain 100% of such Sales Tax Revenue arising from sales during such Continuing Default Period; it being understood and agreed, however, that once such default is cured, the right of the Company to share in Sales Tax Revenue from sales occurring after such cure shall again be restored.

D. It is the express intention of the Parties that no breach by the Company or the Dealership or its / their Permitted Assignee involving (i) a breach any other code or ordinance of the Village, or (ii) a breach of any provision of this Agreement (other than a Fundamental Breach, as defined in Section 24 below) shall give rise to any right on the part of the Village to terminate this Agreement. For the absence of ambiguity, for any breach by the Dealership or the Company or its Permitted Assignee not involving a Fundamental Breach, the Village’s remedies shall not include the right to terminate this Agreement or to permanently discontinue the payment of Sales Tax Sharing Payments.

E. Any delay by any party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way; it being the intent of this provision that such party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of the default involved. No waiver made by any party with respect to any specific default by any other party under this Agreement shall be construed as a waiver of rights with respect to any other default by the defaulting party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

#### 11. Entire Agreement

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those herein set forth.

#### 12. Survival of Terms, Binding upon Successors

The covenants, terms, conditions, representations, warranties, agreements and undertakings set forth in this Agreement (and specifically including, without limitation, those covenants, terms, conditions, representations, warranties, agreements and undertakings which survive the termination of this Agreement) shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, lessees and legal representatives, provided, however, an assignment by the Dealership or the Company of this Agreement, or any part thereof,

to other than its respective Permitted Assignee shall require the express written consent of the Village, which consent shall not be unreasonably withheld, conditioned or delayed.

13. Governing Law

The validity, meaning the effect of this Agreement, shall be determined in accordance with the laws and ordinances of the State of Illinois and the Village of Bartlett.

14. Supplemental Agreements

The parties agree to cooperate in order to execute such supplemental agreements, memoranda and similar documents as may reasonably be deemed necessary to implement the terms of this Agreement.

15. Force Majeure

Performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or lack of transportation, or the delay in procuring needed permits for which good faith application has been made and diligently prosecuted by Company or the Dealership, or litigation or administrative challenges which prevent the Company or the Dealership's performance hereunder, and which are being diligently defended against or resisted by the Company or the Dealership, the breach by either or both of the current owners of the East Parcel or West Parcel as to their obligations under their respective lease or real estate sale contract, respectively, which has the result of delaying the closing or the turn-over of exclusive possession to the Company, or contested loss of dealership franchise rights. An extension of time for any such event of Force Majeure shall be for the period of the delay, which period shall commence to run from the time of the commencement of the cause (all of the foregoing being sometimes collectively referred to as "Force Majeure"), provided that written notice by the Party claiming such extension is sent to the other party not more than twenty (20) days after the commencement of the cause or not more than twenty (20) days after the party claiming such extension could have first reasonably recognized the commencement of the cause, whichever is later.

16. Notices

Any notice, request, demand or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person, by courier service or by facsimile copy (with original copy mailed the same day in accordance with the provisions of this Paragraph), or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Village:      Village of Bartlett  
   228 S. Main Street

Bartlett, IL 60103  
ATTN: Village Administrator

With a copy to: Bryan E. Mraz, Esq.,  
Bryan E. Mraz & Associates, P.C.  
111 Irving Park Road  
Roselle, IL 60172

If to Company: Bartlett Automotive Mall LLC  
Attention: Robert P. Loquercio  
1600 West Lake Street  
Streamwood, IL 60107

With a copy to: Peter C. Bazos, Esq.  
Bazos, Freeman, Schuster & Pope, LLC  
1250 Larkin Ave., Suite 100  
Elgin, IL 60123

If to the Dealership  
Affiliate: Loquercio Automotive, Inc.  
Attention: Robert P. Loquercio  
1600 West Lake Street  
Streamwood, IL 60107

With a copy to: Peter C. Bazos, Esq.  
Bazos, Freeman, Schuster & Pope, LLC  
1250 Larkin Ave., Suite 100  
Elgin, IL 60123

#### 17. Severability

If any provision, condition, covenant or other clause, sentence or phrase of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised and the invalidity thereof shall not affect any other provision, condition, covenant or other clause, sentence or phrase contained herein. Notwithstanding the foregoing, if any such invalid provision goes to the essence of this Agreement so that the purposes of the Agreement cannot be fulfilled, then this Agreement shall terminate as of the date of such final, non-appealable judgment order.

#### 18. Village Approval

This Agreement is subject to the approval of the Village Board of Trustees of the Village of Bartlett, Illinois. A certified copy of the resolution (or other Village action) approving the terms and conditions of this Agreement and authorizing and directing the Village to execute this Agreement on behalf of the Village, certified by the Village Clerk, shall be provided to the Dealership.

#### 19. Amendments

This Agreement may be amended from time to time only by written agreement between the parties hereto.

20. Representations, Warranties and Covenants

A. The Company represents warrants and covenants, as of the date of this Agreement and throughout the term of this Agreement, as follows:

- (1) The Company is an Illinois limited liability company duly organized, validly existing, and qualified to do business in Illinois;
- (2) The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;
- (3) The execution, delivery and performance of this Agreement by the Company has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Organization or Operating Agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under, or require any third-party consent under any agreement, instrument or documents to which the Company is a party or by which the Company is now or may become bound; and
- (4) The Company warrants and represents that this Agreement is not prohibited by any requirement of law (including, without limitation, 65 ILCS 5/8-11-21) in that no Sales Tax Revenue from transactions occurring at the Dealership Properties would have, absent this Agreement, been paid to another unit of local government in which the Dealership maintains a retail location from which the tangible personal property is delivered to purchasers, or a warehouse from which the tangible personal property is delivered to purchasers.

B. The Dealership represents, warrants and covenants as follows:

- (1) The Dealership is an Illinois corporation company duly organized, validly existing, and qualified to do business in Illinois;
- (2) The Dealership has the right, power and authority to enter into, execute, deliver and perform this Agreement;
- (3) The execution, delivery and performance of this Agreement by the Dealership has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation or By-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under, or require any third-

party consent under any agreement, instrument or documents to which the Dealership is a party or by which the Dealership is now or may become bound; and

- (4) The Dealership warrants and represents that this Agreement is not prohibited by any requirement of law (including, without limitation, 65 ILCS 5/8-11-21) and that, throughout the term of this Agreement, no Sales Tax Revenue from transactions occurring at the Dealership Properties would have, absent this Agreement, been paid to another unit of local government in which the Dealership maintains a retail location from which the tangible personal property is delivered to purchasers, or a warehouse from which the tangible personal property is delivered to purchasers.

C. The Village of Bartlett, an Illinois municipal corporation, represents, warrants and covenants, as of the date of this Agreement and throughout the term of this Agreement, as follows:

- (1) The Village is an Illinois home rule unit of government and has the right, power and authority to enter into, execute, deliver and perform this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- (2) The individuals executing this Agreement on behalf of the Village have the power and authority to execute and deliver the Agreement on behalf of the Village; and
- (3) The execution, delivery and performance of this Agreement is not prohibited by or under any contractual obligation of the Village; will not result in breach or default under any agreement to which the Village is a party or to which the Village in whole or in part is bound; and will not violate any restriction, court order, or agreement to which the Village is subject.

## 21. Third Parties

Except with regard to Permitted Assignees or other persons to whom rights or interests hereunder are assigned with the consent of the Village as herein provided, nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Village and, the Dealership, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or the Dealership, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Dealership. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

## 22. Indemnification

In the event that a claim is made against the Village, its officers, officials, agents and employees or any of them (or if the Village, its officers, officials, agents and employees or any of them, is made a party-defendant in any proceeding) arising out of or in connection with (1) this Agreement, (2) the operation of the Dealership at the West Property and/or East Property, (3) the Hyundai / Genesis Relocation to Bartlett, (4) any distribution or disbursement of any Sales Tax Sharing Payment to the Company in lieu of to the Dealership, or (5) a claim is made under 65 ILCS 5/8-11-21 in each such case hereafter collectively called a “**Section 22 Claim**”), the Company and the Dealership shall be jointly and severally obligated to defend and hold the Village, its officers, officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys’ fees. The Village shall also have the right to retain independent counsel should it choose to defend any such Section 21 Claim and in such event the Company and the Dealership shall be jointly and severally obligated to reimburse the Village for all legal expenses incurred in connection with such defense unless the Dealership has undertaken to, and is actively asserting such defense through competent counsel. The Village and its officers, officials, agents and employees shall cooperate in the defense of such proceedings and be available for any litigation-related appearances which may be required. Further, the Dealership shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, with the prior approval or consent of the Village, its officers, agents and employees as the case may be, provided the Village shall not be required to contribute to such settlement. Nothing in this Section 22 or elsewhere in this Agreement shall obligate the Dealership or its affiliates to pay or reimburse the Village for any Sales Tax Revenue that is never received by the Village as a result of any Section 22 Claim.

#### 23. Effect of Assignment

Upon any full and complete transfer or assignment by the Dealership of its rights and interests hereunder to its / their respective Permitted Assignees (or upon the approval by the Village of any other transfer or assignment) the transferor / assignor shall be released from all further obligations under this Agreement, provided, however, that at the time of such transfer or assignment any such transferee or assignee assumes in writing all obligations of the Dealership as set forth in this Agreement.

#### 24. Fundamental Breach: Early Termination

A. The occurrence of any of the following shall constitute a “**Fundamental Breach**” by such Party:

- (i) Subject to delay caused by force majeure, the failure by the Company to acquire title to the West Property on or before a date (the “**West Property Closing Date**”) that is not more than ninety (90) days after the approval by the Village of all required Entitlements (as hereafter defined);
- (ii) Subject to delay caused by Force Majeure, the failure by the Dealership to complete the Hyundai / Genesis Relocation to Bartlett on or before December 31, 2023;

- (iii) The designation of a location outside the corporate limits of the Village as the point of sale for the automobiles actually sold on the Dealership Properties by the Dealership; provided, however, that any vehicle delivered at the Dealership Properties to a purchaser who purchased such vehicle from another dealership not affiliated with the Dealership situated at a location outside the Village (a “**Remote Dealership**”) to whom the Dealership or its Permitted Transferee may have sold such vehicle in an inter-dealership transaction shall not be a violation of this Section 24 or of any other provision of this Agreement;
- (iii) The discontinuance of the operation of all New Vehicle Dealership operations on the West Property for more than six (6) consecutive months other than by reason of (i) casualty, (ii) the contested loss of dealership franchise rights which the Dealership is diligently opposing in good faith, or (iii) other causes constituting force majeure (as defined in Section 15 hereof); or
- (iv) Fraudulent or criminal conduct by the Company and the Dealership, or either of them, in the performance of this Agreement.

B. Upon the occurrence of a Fundamental Breach by the Dealership or its Permitted Transferee, the Village may, in addition to any and all rights and remedies available to it under this Agreement terminate this Agreement, prospectively only, after which the Dealership shall not be entitled to any further sharing of Sales Tax Revenues hereunder. For the avoidance of doubt, the Village shall have no right to claim any refund of Sales Tax Revenues it may have paid to the Company (or its nominee or Permitted Transferee) prior to the termination of this Agreement.

## 25. Miscellaneous

- (a) Time is of the essence of this Agreement.
- (b) This Agreement shall be governed and construed in accordance with the internal laws of the State of Illinois.
- (c) This Agreement may be executed in multiple counterparts, all of which, together, shall constitute one and the same agreement. Further, photocopies, facsimile transmissions and other reproductions of this Agreement and / or the signatures hereon shall be the equivalent of originals.
- (d) This Agreement is and shall be deemed and construed to be the joint and collective work product of the Village and the Company/Dealership and, as such, this Agreement shall not be construed against either party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained herein.
- (e) The Village agrees from time to time, within ten (10) business days after request of the Company or the Dealership, to deliver to the Company or to the Dealership, or its designee,

an estoppel certificate stating that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect), the period with respect to which Sales Tax Sharing Payments have been paid to the Company and the aggregate amount of such Sales Tax Sharing Payments paid to such date, that neither the Company nor the Dealership is in default hereunder (or if in default, the nature and extent of such default), and that the neither the Company nor the Dealership has assigned its rights or interests hereunder.

- (f) The Parties acknowledge that the Hyundai / Genesis Relocation to Bartlett will require, among other things, the adoption by the corporate authorities of ordinances approving zoning map amendments, special use permits, a sign variance, and a planned unit development(s), and subdivision approval for both the West property and the East Property (collectively, "**Entitlements**"). Nothing in this Agreement obligates the corporate authorities to approve the Entitlements, or constitute tacit or constructive approval of the Entitlements. The passage of a resolution approving of this Development Incentive Agreement shall not be deemed or constructively constitute approval of the Vacant Land Lease or the Real Estate Contract for the Lease of the East Property with an option to purchase the same attached hereto as Exhibit D, as Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) requires any such lease or conveyance of real estate owned by a village to be authorized only by the passage of an ordinance approving of any such lease, lease with an option to purchase, or sale is passed by a 3/4 vote of the corporate authorities then holding office.
- (g) Based both on Illinois case law and on the currently published advice of the Illinois Department of Labor, the Village has determined that the Village's agreement to remit to the Company certain Sales Tax Sharing Payments in accordance with this Amended Agreement does not cause the Illinois Prevailing Wage Act to become applicable to the Project (the "**Village Determination**"). The Sale Tax Sharing Payments provided to the Company pursuant to this Agreement do not make the project a "public works" in that the Sales Tax Sharing Payments are not "public funds". The Company and Dealership each represent that the construction of the Project is being funded utilizing the Company's private funds (including funds borrowed by the Company), and not by the Dealership. The Dealership agrees to indemnify, hold harmless, and defend (or to cause the Company to indemnify, hold harmless, and defend) the Village, its governing body members, officers, and agents, including independent contractors, consultants and legal counsel, servants and employees thereof (collectively, the "**Indemnified Parties**") from and against all loss, cost, damage, judgments, awards, fines, penalties, interest, liabilities, liens, judgments, and reasonable attorney's fees (collectively, "**Damages**") sustained by any of the Indemnified Parties and which result from or arise in connection with the assertion against any of the Indemnified Parties of any regulatory action, complaint, claim, or suit challenging the Village Determination and asserting noncompliance with the Prevailing Wage Act (the "**Legal Challenge**"), including, but not limited to any complaint by the Illinois Department of Labor under Section 4(a-3) of the Prevailing Wage Act. The indemnification obligations of this Section on the part of the Dealership and the Company shall survive the termination or expiration of this Agreement. The Dealership and / or the Company shall have the right, at its own expenses, to defend any such Legal Challenge with competent counsel of its

choosing, If any such Legal Challenge results in an award of Damages against the Village that becomes final and non-appealable, the Dealership agrees to promptly pay and discharge (or to cause the Company to pay and discharge) same in full before any collection proceedings or liens are asserted against the Village, and failing to do so, the Village shall have the right (in addition to all other rights hereunder or under Illinois law) to set off its Damages against the future Sales Tax Sharing Payments that thereafter become payable to the Company hereunder.

26. Limited Liability of Corporate Authorities

The parties hereto acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

[signature page follows]

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

VILLAGE OF BARTLETT  
An Illinois municipal corporation

BARTLETT AUTOMOTIVE MALL LLC  
An Illinois limited liability company

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

By: \_\_\_\_\_  
Robert P. Loquercio, its Manager

ATTEST:

LOQUERCIO AUTOMOTIVE, INC.

\_\_\_\_\_  
Its: Village Clerk

By: \_\_\_\_\_  
Robert P. Loquercio, its President

ATTEST:

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kevin Wallace, personally known to me to be the Village President of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and Lorna Giles, personally known to me to be the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk of said Village of Bartlett, executed this instrument and caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert P. Loquercio, personally known to me to be the President of Loquercio Automotive, Inc., and \_\_\_\_\_, personally known to me to be the Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary of Loquercio Automotive, Inc., they executed the said instrument as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that Robert P. Loquercio, personally known to me to be the Manager of  
Bartlett Automotive Mall, LLC, personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged  
that as such Manager of Bartlett Automotive Mall, LLC, he executed the said instrument as his  
free and voluntary act, and as the free and voluntary act and deed of said company, for the uses  
and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

NOTARY PUBLIC

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE WEST PROPERTY**

[Insert legal description of RV site]

**EXHIBIT B**

**[INTENTIONALLY OMITTED]**

**EXHIBIT C**  
**LEGAL DESCRIPTION OF EAST PROPERTY**

[Insert legal description of Village-owned site]

**EXHIBIT D**

**VACANT LAND LEASE AND REAL ESTATE CONTRACT**

## EXHIBIT E ADJUSTED FEE

### BUILDING AND CONNECTION FEES

**11/4/2021 Estimated Fees**

Plan Review Fee		\$100.00 (\$75 for required additional reviews)	WAIVED	
Certificate of Occupancy Fee		\$100.00	WAIVED	
<b>Genesis (East Building)</b>	<b>18,000 sf</b>			
10,000 sf	x	\$0.75 =	\$7,500.00	NOT WAIVED
8,000 sf	x	\$0.20 =	\$1,600.00	NOT WAIVED
<b>Sanitary</b>				
18,000 sf	x	\$0.09 =	\$1,620.00	NOT WAIVED
<b>Water</b>				
18,000 sf	x	\$0.32 =	\$5,760.00	
<b>Hyundai (West Building)</b>	<b>55,000 sf</b>			
10,000 sf	x	\$0.75 =	\$7,500.00	NOT WAIVED
45,000 sf	x	\$0.20 =	\$9,000.00	NOT WAIVED
<b>Sanitary</b>				
55,000 sf	x	\$0.09 =	\$4,950.00	NOT WAIVED
<b>Water</b>				
55,000 sf	x	\$0.32 =	\$17,600.00	NOT WAIVED

**Total: \$55,730.00**

Sign Permit(s)	\$150.00	WAIVED
Soil Erosion Permit	\$100.00	WAIVED

**PLUS: Third Party Fees to be Reimbursed**

**Not Included:**

- Consultant Fees
- Elevator Permit
- Fire Alarm Permit(s)
- Fire Sprinkler Permit(S)
- Required Bonds
- Engineering Fees (wetland)
- Attorney's Fees

**Support:**

5. Storage, Mercantile, Industrial And Business Buildings (Use Groups B, F, M And S As Defined In The IBC®): Seventy-five cents (\$0.75) per square foot of gross floor area for the first ten thousand (10,000) square feet of gross floor area and twenty cents (\$0.20) per square foot for all additional floor area, with a minimum base fee of one thousand dollars (\$1,000.00).

**Sanitary Sewer:**

<u>All Other Uses</u>	<u>Per Square Foot Of Building Area</u>
Cook County	\$0.09

**Water:**

<u>All Other Groups</u>	<u>Per Square Foot Of Building Area</u>
Cook County	\$0.23

**ZONING FEES:**

**West Parcel**

Request		Fee
Rezoning	B-3 to B-3 PUD	\$400
Preliminary/Final PUD Plan	6.2 acres + 10.6 acres at \$630 per acre	\$10,584
Special Use Permits	1. PUD	\$2,000
	2. Car Wash	
	3. Repair	
	4. Auto/Truck Sales (west half of west parcel)	
	5. Building Height at \$400 each	
Modifications	1. Parking in Front+Side Yards	
	2. Reduction of landscaped parking islands	
	3. Reduction of perimeter landscaping requirements	
	4. Reduction from minimum interior parkway landscaping requirements	
	5. Ground Sign height	
	6. Floor Area Ratio (To be determined)	
		\$12,984 subtotal

**East Parcel**

Request		Fee
Rezoning	ER-1 to B-3 PUD	\$400
PUD Plan		\$300
Text Amendment	To allow storage of motor vehicles for sales associated with an auto dealership.	\$400
Special Use Permits	1. To allow storage of motor vehicles	\$800
	2. To fill 0.09 acres of wetlands	
		\$1,900 subtotal
		\$14,884 TOTAL PAID IN FULL



# Agenda Item Executive Summary

Item Name      Vacant Land Lease with Option to Purchase Real Estate Owned by the Village at the Southwest Corner of Rt. 20 and Rt. 59      Committee or Board      Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The Lease is for a 10 year term, with three renewal terms of five years each. The Lease allows the Developer to construct a parking lot on the Village's East Property if the Village later approves of the requested zoning for that property. The Developer will lease the Village's East Property to store new and used car inventory generated by the Hyundai and Genesis dealerships on the West Property, called the "Companion Site" in the Lease, or from another future dealership in Bartlett, or the Dealership's affiliates (the latter limited to 25%) meaning once the parking lot is constructed on the Village's East Property, 75% of the cars stored on it must be from dealerships located in Bartlett (the "Use Restriction").

Under the Lease the Developer has an option to purchase the Village's East Property, but if it does not do so before the Village has received \$7,000,000 in sales tax (\$14,000,000 x 50%), it must pay \$250,000 to the Village for the property. However, if the Developer waits to exercise its option until after it hits the \$14,000,000 in sales tax, i.e., \$7,000,000 to the Village, then the purchase price is \$1,000, but the Use Restriction would then become a Restrictive Covenant upon the property even if the Developer becomes the new owner of the Village's East Property. Likewise, if the Village does not approve of the Developer's zoning requests for both the Village's East Property and the West Property/Companion Site and close on the purchase of that site, the Lease is voidable.

## ATTACHMENTS (PLEASE LIST)

Memo, Ordinance, Lease

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

Staff:              Bryan Mraz, Village Attorney

Date:              11/12/21

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**BRYAN E. MRAZ**  
BEM@MRAZLAW.COM

---

DAVID W. GULLION  
ASSOCIATE  
DWG@MRAZLAW.COM

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## MEMORANDUM

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TO: President and Board of Trustees of the Village of Bartlett  
(excluding Trustee Reinke)  
Paula Schumacher, Village Administrator

FROM: Bryan E. Mraz

DATE: November 12, 2021

RE: Bartlett Automotive Mall

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I. Before the Board at the regular Board meeting on November 16, 2021, will be:

1. RESOLUTION APPROVING A DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT, BARTLETT AUTOMOTIVE MALL, LLC AND LOQUERCIO AUTOMOTIVE, INC.

The Development Incentive Agreement (the "Incentive Agreement") is essentially a sales tax sharing agreement among the Village, Bartlett Automotive Mall, LLC (the "Developer") and Loquercio Automotive, Inc. (the "Dealership") whereby the Village agrees to rebate 50% of the sales taxes generated by the two auto dealerships, Hyundai and Genesis, proposing to relocate from Elgin to the Barrington RV property on Lake Street (the "West Property") and upon which the Developer is proposing to construct two separate dealership buildings, and to lease the 10.6123 acre former Groh Camper & Knaack parcel owned by the Village (the "Village East Property") to construct a parking lot on it to store vehicle inventory of the Dealership. The sales tax sharing period has been reduced from 22 years to 18 years.

If the Board finds the terms of the Incentive Agreement acceptable it needs to be approved first, and because the Vacant Land Lease with the option to purchase the Village's Property (the "Lease") requires that it be passed by an

ordinance with a different voting requirement (3/4 vote of the President and Board), i.e., six favorable votes to be passed, next.

The Incentive Agreement is contingent upon a number of things, one of which is zoning approval for both the West Property and the Village's East Property, which won't be reviewed until the Committee of the Whole meeting immediately following the regular Board meeting on November 16.. Thus, if the Board does not approve of the zoning approval requests for both the West Property and the Village's East Property, that will terminate the transaction, and both the Incentive Agreement and the Lease will become null and void, and both agreements make clear that approval of each in no way is tacit approval of the Developer's Zoning Applications for both properties.

2. AN ORDINANCE AUTHORIZING A VACANT LAND LEASE WITH OPTION TO PURCHASE FOR REAL ESTATE OWNED BY THE VILLAGE OF BARTLETT, WHICH IS NO LONGER NECESSARY, APPROPRIATE, REQUIRED FOR THE USE OF, PROFITABLE TO, OR FOR THE BEST INTEREST OF THE VILLAGE, FOR THE 10.6123 +/- ACRE PARCEL OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF IL RT. 20 AND IL RT. 59, BARTLETT, ILLINOIS

The Lease is for a 10 year term, with three renewal terms of five years each. The Lease allows the Developer to construct a parking lot on the Village's East Property if the Village later approves of the requested zoning for that property. The Developer will lease the Village's East Property to store new and used car inventory generated by the Hyundai and Genesis dealerships on the West Property, called the "Companion Site" in the Lease, or from another future dealership in Bartlett, or the Dealership's affiliates (the latter limited to 25%) meaning once the parking lot is constructed on the Village's East Property, 75% of the cars stored on it must be from dealerships located in Bartlett (the "Use Restriction").

Under the Lease the Developer has an option to purchase the Village's East Property, but if it does not do so before the Village has received \$7,000,000 in sales tax (\$14,000,000 x 50%), it must pay \$250,000 to the Village for the property. However, if the Developer waits to exercise its option until after it hits the \$14,000,000 in sales tax, i.e., \$7,000,000 to the Village, then the purchase price is \$1,000, but the Use Restriction would then become a Restrictive Covenant upon the property even if the Developer becomes the new owner of the Village's East Property. Likewise, if the Village does not approve of the Developer's zoning requests for both the Village's East Property and the West Property/Companion Site and close on the purchase of that site, the Lease is voidable.

The public hearings on the Zoning Applications are scheduled before the Plan Commission on December 9, 2021, and it is anticipated that ordinances for the Developer's requested zoning will be considered and voted upon at a special meeting of the Board the week of December 12, 2021, due to manufacturer (Hyundai/Genesis timing requirements) and constraints.

- II. At the November 16, 2021 Committee of the Whole meeting the Board will review:
  1. Development Application for Bartlett Automotive Mall – East Parcel.
  2. Development Application for Bartlett Automotive Mall – West Parcel.

**ORDINANCE 2021 - \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING A VACANT LAND LEASE WITH OPTION TO PURCHASE FOR REAL ESTATE OWNED BY THE VILLAGE OF BARTLETT WHICH IS NO LONGER NECESSARY, APPROPRIATE, REQUIRED FOR THE USE OF, PROFITABLE TO, OR FOR THE BEST INTEREST OF THE VILLAGE, FOR THE 10.6123 +/- ACRE PARCEL OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF IL RT. 20 AND IL RT. 59, BARTLETT, ILLINOIS**

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**WHEREAS**, Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) grants villages the authority to lease for a period not to exceed 99 years and to convey real estate which it owns when in the opinion of the corporate authorities the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Village, and when exercised by the passage of an ordinance passed by three-fourths (3/4) of the corporate authorities of the village then holding office at a regular or special meeting called for that purpose; and

**WHEREAS**, the Village of Bartlett, an Illinois home rule municipal corporation of Cook, DuPage and Kane Counties, Illinois, is the owner in fee simple of the 10.6123 +/- acre of vacant real estate located at the South West corner of Illinois Route 20 (Lake Street) and Illinois Route 59, commonly known as 1105 West Lake Street, Bartlett, Illinois, and legally described on Exhibit A (hereinafter referred to as the "Property"); and

**WHEREAS**, the Village, Bartlett Automotive Mall, LLC (the "Company"), and Loquercio Automotive, Inc. (the "Dealership") entered a certain Development Incentive Agreement dated as of October 16, 2021 that includes, without limitation, the agreement to share retailers occupation taxes ("sales tax") generated by the sales of new and used vehicle sales and parts in connection with a Hyundai and Genesis automobile dealerships to be relocated to Bartlett (the "New Vehicle Operations") in new buildings proposed to be built upon property commonly known as 2001-2015 West Lake Street, Bartlett, Illinois (the "Companion Site"); and

**WHEREAS**, Bartlett Automotive Mall, LLC has filed a Development Application for the Property entitled "Bartlett Automotive Mall – East Parcel" seeking rezoning of the Property to B-3 PUD, a special use permit for a Planned Unit Development, approval of a preliminary PUD Plan and a final PUD Plan, and a text amendment for Lessee's Intended Use of Use the Property for a vehicle inventory storage parking lot (the "Zoning Petition for the Property"); and

**WHEREAS**, Bartlett Automotive Mall, LLC desires to develop a parking lot on the Property to be used in conjunction with the New Vehicle Operations primarily for the storage of new and used vehicles to be offered for sale from the Companion Site (the "Lessee's Intended Use of the Property"), provided zoning approval and other entitlements are procured and provided Bartlett Automotive Mall, LLC closes on the purchase of the Companion Site pursuant to the terms of the Vacant Land Lease which

is attached hereto as Exhibit 1 (the "Lease"), which grants to the Lessee therein an option to purchase the Property upon the terms therein and in the Real Estate Contract which is attached hereto as Exhibit 2 (the "Real Estate Contract"); and

**WHEREAS**, nothing in the Development Incentive Agreement, the Lease or the Real Estate Contract shall be construed as constructive or tacit approval of the Zoning Petition for the Property, or approval of any zoning relief or entitlements necessary to develop the Property and/or the Companion Site, which by the terms of the said Development Incentive Agreement and the Vacant Land Lease will become null and void if all necessary zoning approvals and entitlements are not received and/or Bartlett Automotive, LLC does not close on the purchase of the Companion Site by a date certain;

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

**SECTION ONE:** The Village President and the Bartlett Board of Trustees (the "Corporate Authorities") hereby find and determine that the Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Village of Bartlett.

**SECTION TWO:** The Vacant Land Lease between the Village of Bartlett ("Lessor") and Bartlett Automotive Mall, LLC (the "Lessee") dated as of November 16, 2021 (the "Lease") which is attached hereto as Exhibit 1, and is expressly incorporated herein, and the "Real Estate Contract" which is attached thereto and is attached hereto as Exhibit 2 and is expressly incorporated herein, the former of which grants to the Lessee an option to purchase the Property upon the terms set forth in the Lease, and the latter of which sets forth the terms of the purchase and sale of the Property, are both hereby approved upon passage and approval of this Ordinance by three-fourths (3/4) of the Corporate Authorities of the Village, but may be terminated if certain conditions as set forth in the Lease are not satisfied, including without limitation, zoning approval, receipt of all necessary entitlements and closing on the purchase of the Companion Site, however, in the event the Lease is not so terminated, the Village of Bartlett has hereby granted the authority to enter the Lease and to sell and convey the Property to the Buyer (as defined in the Real Estate Contract) upon the terms set forth in the Lease and the Real Estate Contract. Notwithstanding the adoption of this Ordinance granting approval of the Lease and the Real Estate Contract, however, nothing contained herein shall be construed in any manner as approving or granting the Zoning Petition for the Property, or as any form of constructive or tacit approval of the separate Development Application for the Companion Site entitled Bartlett Automotive, LLC West Parcel, as the contract between Bartlett Automotive Mall, LLC and the owner of the Companion Site is and remains contingent upon Village zoning approval and procuring other necessary entitlements.

**SECTION THREE:** Provided (1) the Lessee under the Lease has exercised its option to purchase the Property; and (2) Bartlett Automotive Mall, LLC has executed the Real Estate Contract, is not in default under the Lease, and has satisfied all of the terms and conditions of the Lease to exercise of the option to purchase the Property as

determined by the Village Attorney; then the Village President and the Village Clerk are hereby and then authorized and directed, without further action of the Corporate Authorities, to execute the Real Estate Contract, and upon satisfaction of the terms and conditions thereof, are authorized and directed without further action of the Corporate Authorities, to execute a special warranty deed to convey the Property to the said Buyer thereof, and an affidavit of title as provided in the Real Estate Contract; and the Village Attorney is hereby and then authorized to execute on behalf of the Village such ALTA statements, declarations of value, closing statements, escrow instructions and other customary documents necessary to consummate the sale of the Property.

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

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

**SECTION SIX: EFFECTIVE DATE.** This Ordinance shall be in full force and effect upon passage and approval; however, the Village President and Village Clerk are not authorized to execute and attest, respectively, to the Lease until advised in writing by the Village Attorney that the Lessee therein has closed on the purchase of the Companion Site.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

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

## CERTIFICATION

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

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

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF THE EAST HALF OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 28; THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 1197.24 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST QUARTER, A DISTANCE OF 7392 FEET; THENCE SOUTH 76 DEGREES 41 MINUTES EAST, A DISTANCE OF 601.56 FEET FOR THE POINT OF BEGINNING, THENCE SOUTH 0 DEGREES 14 MINUTES EAST, A DISTANCE OF 375.79 FEET; THENCE SOUTH 85 DEGREES 20 MINUTES EAST A DISTANCE OF 360.0 FEET; THENCE NORTH 0 DEGREES 14 MINUTES WEST A DISTANCE OF 264.20 FEET TO THE CENTER LINE OF THE CONNECTING ROAD BETWEEN U.S. ROUTE 20 AND STATE ROUTE 58; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CENTER LINE BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 281.9 FEET A DISTANCE OF 287.9 FEET TO THE SOUTHERLY LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2342.01 FEET A DISTANCE OF 312.80 FEET; THENCE SOUTH 0 DEGREES 14 MINUTES EAST, A DISTANCE OF 224.21 FEET; THENCE NORTH 76 DEGREES 41 MINUTES WEST, A DISTANCE OF 3.0 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM THAT PART OF THE AFOREDESCRIBED PROPERTY LYING WITHIN THE RIGHT OF WAY OF THE CONNECTING ROAD BETWEEN U.S. 20 AND ROUTE 59, BEING SITUATED IN HANOVER TOWNSHIP, IN COOK COUNTY, ILLINOIS,

EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 28 AND RUNNING THENCE ON AN ILLINOIS STATE PLANE COORDINATE SYSTEM, 1927 DATUM EAST ZONE GRID BEARING OF SOUTH 0 DEGREES 06 MINUTES 38 SECONDS EAST ON THE WEST LINE OF SAID NORTHEAST QUARTER 2662.50 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 41 MINUTES 08 SECONDS EAST ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 1768.60 FEET TO THE SOUTHWESTERLY LINE OF U.S. ROUTE 20 SAID POINT BEING ON A 2296.05 FOOT RADIUS CURVE THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 21 DEGREES 17 MINUTES 07 SECONDS EAST FROM SAID POINT; THENCE SOUTHEASTERLY ALONG SAID CURVE 263.98 FEET CENTRAL ANGLE 6 DEGREES 35 MINUTES 15 SECONDS TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 36.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST CENTRAL ANGLE 85 DEGREES 56 MINUTES 41 SECONDS 54.00 FEET TO A POINT OF REVERSE CURVATURE (SAID POINT OF REVERSE CURVATURE BEING ON THE WESTERLY LINE OF THE CONNECTING ROAD BETWEEN U.S. 20 AND STATE ROUTE 58) THENCE (THE FOLLOWING 2 COURSES BEING ALONG THE WESTERLY LINE OF SAID CONNECTING ROAD) ALONG A 299.72 FOOT RADIUS CURVE CONCAVE TO THE EAST, CENTRAL ANGLE 21 DEGREES 39 MINUTES 31 SECONDS 113.30 FEET TO THE POINT OF BEGINNING, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 78 DEGREES 59 MINUTES 03 SECONDS EAST FROM SAID POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE 197.92 FEET, CENTRAL ANGLE 37 DEGREES 50 MINUTES 06 SECONDS; THENCE SOUTH 0 DEGREES 22 MINUTES 38

SECONDS EAST 224.28 FEET; THENCE NORTH 85 DEGREES 28 MINUTES 38 SECONDS WEST 16.30 FEET TO A POINT ON A 300.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 67 DEGREES 36 MINUTES 10 SECONDS EAST FROM SAID POINT; THENCE NORTHERLY ALONG SAID CURVE 59.59 FEET, CENTRAL ANGLE 11 DEGREES 22 MINUTES 53 SECONDS; THENCE NORTH 11 DEGREES 00 MINUTES 57 SECONDS WEST ALONG TANGENT 340.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS: 06-28-204-002-0000  
06-28-400-014-0000  
06-28-400-016-0000  
06-28-400-018-0000  
06-28-400-019-0000

PROPERTY ADDRESS: 1105 West Lake Street, Bartlett, Illinois, 60103

## VACANT LAND LEASE

THIS VACANT LAND LEASE AGREEMENT (“**Lease**” or “**Agreement**”) dated as of November 16, 2021, between The Village of Bartlett, Illinois, an Illinois Municipal Body, (hereinafter referred to as “**Lessor**”) and Bartlett Automotive Mall LLC, an Illinois limited liability company (hereinafter referred to as “**Lessee**”)

### WITNESSETH

Article 1. **PREMISES**. Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Lessee, hereby leases to Lessee the real estate commonly known as the approximate 10.6123 acre parcel of land bearing Cook County Tax Parcel Identification Number 06-28-204-002-0000; 06-28-400-014-0000; 06-28-400-016-0000, 06-28-400-018-0000; and 06-28-400-019-0000, located slightly west of the southwest corner of Illinois Route 20 and Illinois Route 59 intersection, commonly referred to as the former “Groh Camper & Knaak Property”, Bartlett, Illinois, and legally described in **Exhibit 1** attached hereto and made a part hereof together with the benefit of all easements appurtenant thereto, (hereinafter referred to as the “**Leased Premises**”).

Article 2. **COMMENCEMENT DATE: TERM: RIGHT TO TERMINATE**.

(a) The “**Commencement Date**” of this Lease shall be the date as of which the Lessee acquires fee simple title to the Companion Site (as hereafter defined).

(b) The original term (“**Original Term**”) of this Lease shall be the period commencing on the Commencement Date and ending at 11:59 p.m. on December 31, 2031.

(c) The Original Term of this Lease shall be subject to renewal as provided in Article 3 below.

(d) Notwithstanding anything to the contrary stated herein, the Lessor shall have the right to terminate this Lease upon the occurrence of any of the following events (each an “**Early Termination Event**”):

(i) Lessee’s failure to acquire fee simple title to the Companion Site (hereafter defined) on or before March 1, 2022 unless such failure is attributable to a default on the part of the seller of said Companion Site and Lessee is exercising reasonable efforts to specifically enforce the performance by said seller of its obligations to convey such title to Lessee;

(ii) The failure of the Lessee or its nominee to commence, prior to October 1, 2022 (or such later date as to which construction may be delayed by reasons of Force Majeure) the construction of facilities on the Companion Site to accommodate New Vehicle Dealership Operations thereon; or

- (iii) The failure of New Vehicle Dealership Operations to commence on the Companion Site on or before December 31, 2023 (or by such later date as to which such date shall be reasonably extended due to delays caused by Force Majeure).

(e) The Parties acknowledge that before the Leased Premises may be lawfully used as contemplated herein, the corporate authorities of ordinances of the Lessor must first approve zoning map amendments, special use permits, a sign variance, and a planned unit development(s), for the Leased Premises and the Companion Site (collectively, "**Entitlements**"). Nothing in this Lease obligates the corporate authorities to approve the Entitlements, and failing to do so on or before December 21, 2021 by the corporate authorities then holding office, either the Lessor or the Lessee may terminate this Lease.

### Article 3. OPTIONS TO RENEW.

(a) Provided that the Lessee is not otherwise in default under this Lease, the Lessee shall have the following three (3) options (each a "**Renewal Option**"), to renew the term of this Lease:

**First Renewal Option.** To renew the term of this Lease on the same terms and conditions for a period of five (5) consecutive years immediately following the expiration of the Original Term (the "**First Renewal Term**").

**Second Renewal Option.** To renew the term of this Lease on the same terms and conditions for a period of five (5) consecutive years immediately following the expiration of the First Renewal Term (the "**Second Renewal Term**").

**Third Renewal Option.** To renew the term of this Lease on the same terms and conditions for a period of five (5) consecutive years immediately following the expiration of the Second Renewal Term (the "**Third Renewal Term**").

(b) To exercise an Option to Renew, Tenant shall give notice to Landlord of Tenant's election to exercise the next Renewal Option (the "**Renewal Notice**") not later than the last to arrive of (i) ninety (90) days prior to the end of the then-current Lease Term, or (ii) five (5) business days after Landlord issues to Tenant a demand that Tenant give notice of whether or not it intends to exercise the next Option to Renew ("**Landlord Renewal Demand**"); provided, however, that the Landlord's Renewal Demand may not be given sooner than ninety (90) days prior to the end of the then-current Lease Term.

(c) Lessee shall have no right to exercise any Renewal Option if, at the time such exercise, the Lessee is then in default under this Lease.

### Article 4. BASIC RENT.

4.1 Lessee agrees to pay to Lessor, as rent for the Leased Premises (in addition to all other sums due hereunder) the sum of \$100.00 per year (the "**Base Rent**") plus the Additional Rent as

hereafter defined.

4.2 The Base Rent shall be paid by Lessee to Lessor annually, with each payment to be made by Lessee to Lessor within thirty (30) days following the date of delivery of a written invoice from the Lessor to the Lessee, and without abatement, deduction, set-off, discount or counterclaim.

4.3 Each payment of the Base Rent, and all payments of Additional Rent, shall be paid in such coin and currency of the United States of America as at the time of payment or payments shall be legal tender for the payment of public and private debts and shall be made to, or upon the order of Lessor, at 228 S Main St, Bartlett, IL 60103 or at such other place or place as Lessor may from time to time in writing designate. Lessor reserves the right to require the Lessee to make payment of all Base Rent and Additional Rent via electronic transfer to Lessor's account as designated in such notice.

4.4 The Base Rent and all Additional Rent herein provided for shall sometimes be collectively called the "**Rent**".

Article 5. **SECURITY DEPOSIT**. There is no required Security Deposit.

Article 6. **USE OF PREMISES**.

6.1 Subject to the succeeding paragraphs of this Article 6, and to the other provisions of this Lease, including, without limitation, Article 43 below, Lessee may use the Leased Premises only for the purpose of the parking of new and used vehicles to be offered for sale, with at least seventy-five percent (75%) of same being offered for sale from the Hyundai/Genesis automobile dealerships, or any successor dealerships thereto (individually or collectively, the "**Specified Dealership**") that is from time to time operating from the premises commonly known as 1201-1215 West Lake Street, Bartlett, Illinois (the "**Companion Site**", with such business operation by the Specified Dealership being called the "**New Vehicle Dealership Operations**"). No vehicles shall be parked upon the Leased Premises before the date Lessee shall have applied in good faith for a certificate of occupancy as to the improvements on the Companion Site, and in any event not more than sixty (60) days prior to the New Vehicle Dealership commencing retail operations on the Companion Site.

6.2 Lessee agrees that, at all times during the term of this Lease, Lessee's use and occupancy of the Leased Premises shall conform to and comply with, at its own expense, all laws, ordinances and governmental regulations applicable to the Leased Premises including, but not limited to, all zoning ordinances, building codes and all pollution control laws, regulations and ordinances, and to any and all recorded covenants and restrictions applicable to the Premises and the conduct of Lessee's business therein shall at all times be in conformity with the requirements of all carriers of insurance on the Leased Premises.

6.3 Lessee shall not commit, nor shall Lessee permit the committing of, any waste, nuisance, the emitting of any objectionable noise or odor, nor the sale, display, distribution or giving away of any alcoholic liquors or beverages in or on the Leased Premises.

## Article 7. TAXES AND ENCUMBRANCES.

7.01 As Additional Rent for the Leased Premises, Lessee shall pay, at the times and in the manner hereinafter provided, all taxes and assessments, general and special water rates and all other impositions, ordinary and extraordinary, of every kind and nature whatsoever, which may be levied, assessed or imposed upon the Leased Premises and become payable during any year falling wholly or partly within the Original Term and any Renewal Term of this Lease; provided, however, that general real estate taxes levied against the Leased Premises for the year in which the term commences shall be prorated between Lessor and Lessee as of the Commencement Date and, likewise, such taxes for the year in which the demised term ends shall be prorated between Lessor and Lessee. For example, in 2022, Lessee shall be obligated to pay its prorata share of the 2021 real estate taxes levied against the Leased Premises for 2021 (payable in 2022), prorated from the Commencement Date through December 31, 2022. Lessee may take the benefit of any provisions of any statute or ordinance permitting any assessment to be paid over a period of years provided that Lessee's obligation to pay such annual assessments shall terminate upon the expiration of the stated term of this Lease. The amount of any taxes or assessments for which Lessee is liable hereunder falling due after the end of the demised term shall be tentatively determined by Lessor based upon the prior year's bill, if any, for such taxes or assessments and otherwise upon Lessor's best good-faith estimate and shall be paid by Lessee to Lessor at the end of the term, subject to final redetermination of such taxes or assessments upon receipt of the actual bills therefor and to prompt payment of any credit resulting to the party entitled thereto by the other party.

7.02 From and after the occurrence of an Event of Default on the part of the Lessee, Lessee shall deposit monthly with Lessor as Additional Rent on the first day of each month during the term hereof a sum equal to one-twelfth (1/12) of the estimated general real estate taxes (such estimate to be based on the actual tax bill for the prior year) and annual installments of special assessments, if any, levied with respect to the Leased Premises, which monthly deposit shall be held by Lessor or, at Lessor's election, deposited with Lessor's present or future mortgagee or trustee and used as a fund to be applied, to the extent thereof, to the payment of said general real estate taxes and special assessments as the same become due and payable. The existence of said fund shall not limit or alter Lessee's obligation to pay the taxes and assessments with respect to which the fund was created; provided, however, that said fund shall be fully utilized for the payment of such taxes and assessments. The amount of the fund shall be readjusted annually, as soon as practicable after the issuance of the tax or assessment bill in question showing the actual or estimated amount of taxes or assessments for the year covered by said bill, to reflect the actual or estimated amount of said taxes, assessments and premiums. Lessee shall not be entitled to interest on said fund.

7.03 Lessor shall at its option have the right (but shall not be obligated so to do) to pay any such taxes, assessments or other charges or impositions not paid by Lessee, and the amounts so paid, including reasonable expenses and attorney's fees, shall be so much Additional Rent due at the next rental payment day after such payments together with interest as hereinafter provided.

7.04 Notwithstanding anything herein contained to the contrary, Lessee shall have the right to contest the assessment of the Leased Premises through lawful process. Additionally, Lessee shall not be required to pay any taxes, assessments, tax liens or other impositions or charges upon or against the Leased Premises, or any part thereof, nor shall Lessor have the right to pay the same, so long as Lessee shall, in good faith and with due diligence, contest the same or the validity thereof by appropriate legal proceedings which shall have the effect of preventing the collection of the tax,

assessment, tax lien or other imposition or charge so contested and the same or forfeiture of the Leased Premises or any part thereof or any interest therein to satisfy the same, and provided that, pending any such legal proceedings Lessee shall deposit and keep on deposit with Lessor security, and from time to time shall deposit and keep on deposit with Lessor additional security (if any), in such form and amount as Lessor may reasonably require to insure payment of the amount of such tax, assessment, tax lien or other imposition or charge, and all interest and penalties thereon. Such security shall be held by Lessor until the Leased Premises shall have been released and discharged from any such tax, assessment, tax lien or other imposition or charge, and shall thereupon be returned to Lessee less the amount of any loss, cost, damage and reasonable expenses that Lessor may sustain in connection with the tax, assessment, tax lien or other charge so contested; provided, however, that if Lessee fails to prosecute such contest with due diligence, or fails to make or maintain deposits as above provided, Lessor may use the security so deposited to pay the same.

Article 8. **INSURANCE.**

8.01 As of the Commencement Date of this Lease and at all times during the term of this Lease, Lessee procure and maintain, at Lessee's sole cost and expense, a policy or policies of insurance providing the following insurance coverages:

- (a) Commercial General Liability Insurance (“**CGL Insurance**”): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than TWO MILLION AND NO/100 DOLLARS per occurrence. If a general aggregate limit applies, either the general aggregate shall apply separately to this location (ISO CG 25 03) or the general aggregate limit shall be twice the required occurrence limit. Lessor shall be named as an additional insured with respect to the insurance coverage in this Section 8.01(a).
- (b) Automobile Liability: ISO Form CA 00 01 covering auto (Code 1), or if Lessee has no owned or hired autos (Code 8) and non-owned autos (Code 9) with limits no less than ONE MILLION DOLLARS per accident for bodily injury and property damage.
- (c) Property damage insurance (“**Property Insurance**”) insuring against loss or damage to the personal property, fixtures, betterments, and leasehold improvements of the Lessee and/or the Specified Dealership from time to time situated on the Leased Premises, at full replacement cost with no coinsurance penalty provisions.

8.02 With respect to the aforementioned policies of insurance which Lessee is required to procure and maintain hereunder:

- (a) The policy of CGL Insurance policy shall contain an agreement or endorsement that it will not be cancelled by the insurer without at least ten (10) days prior written notice to Lessor.

- (b) A certificates evidencing Lessee's compliance with the requirements of 8.01(a) above shall be provided to the Lessor as of the Commencement Date of this Lease.
- (c) If Lessee procures said CGL Insurance through a Blanket Policy, it will furnish satisfactory proof that such Blanket Policy complies in all respect to the provisions of this Lease and the coverage which would be provided under a separate CGL Insurance policy covering only the Leased Premises.
- (d) If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the Lessor requires and shall be entitled to the broader coverage and/or the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Lessor.
- (e) The Lessor, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10).
- (f) For any claims related to this Lease, the Lessee's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Lessor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
- (g) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the Lessor.

8.03 Lessee will not do, suffer or permit any acts or omissions, whether upon the Leased Premises or otherwise, which might increase the risk of loss or premiums payable on said policies or would result in voiding or impairing the obligations of the underwriters under such policies of insurance.

8.04 If Lessee fails to comply with the provisions of this Article 8, Lessor may obtain such insurance and keep the same in effect and Lessee shall pay to Lessor the premium costs thereof upon demand as additional rent. Lessee shall, upon notice by Lessor, make monthly deposits with Lessor of such insurance premiums in the same manner as provided in paragraph 7.02 hereof.

8.05 Lessor and Lessee agree to use their best efforts to have all fire and extended coverage and other property damage insurance which may be carried with respect to the Leased Premises or the contents thereof to be endorsed with the clause which reads substantially as follows:

"This insurance shall not be invalidated should the insured waive in writing prior to a loss any and all rights of recovery against any party for loss occurring to the property described herein."

Lessor and Lessee each hereby waive all claims for recovery or from the other or rights of subrogation against the other for any loss or damage to the Leased Premises except as may be otherwise provided in this Lease or to the Lessee's improvements to the Leased Premises or the personal property on said Leased Premises where such loss or damage is insured by a valid and collectible insurance policy but only to the extent of any amount recovered from such insurer with respect to such loss; subject to the condition that this waiver shall be effective only when this waiver is permitted by such insurance policy and does not invalidate same.

Article 9. **CONDITION, MAINTENANCE AND REPAIRS.**

9.01 The Parties acknowledge that the Leased Premises is currently a vacant parcel of land with no buildings, and with a deteriorated parking surface. Lessee acknowledges that Lessee has examined the condition of the Leased Premises and agrees to take possession of the same on an "as is" basis. Lessee agrees that no representations with respect to the condition of the Leased Premises except as contained herein, and that Lessor shall not be bound by any promises to decorate, alter, repair, modify, maintain or improve the Leased Premises or any of the foregoing unless the same are contained herein or made a part hereof.

9.02 Lessee will, at its own expense, keep and maintain the Leased Premises, including Lessee's Planned Improvements (hereinafter defined) in good order, maintenance and repair and will keep the Leased Premises in a clean, healthful and safe condition and in accordance and in compliance with all applicable laws, ordinances and other governmental regulations, orders and directions during the term of this Lease. Upon the termination of this Lease, in any way, Lessee will yield up the Leased Premises to Lessor in good condition and repair, ordinary wear and tear excepted.

Article 10. **UTILITY CHARGES.** Lessee will, in addition to the rent above specified, pay all water and sewer charges, taxes or rents, heating and air conditioning energy costs, gas, electric, light and power bills and other utility bills levied or charged on the Leased Premises.

Article 11. **ALTERATIONS AND IMPROVEMENTS.**

11.01 Except as otherwise permitted in Section 11.04 below, Lessee shall not, during the term of this Lease, make any structural or non-structural alterations, modifications, additions or deletions to or from the Leased Premises (hereinafter "**Alterations**") whatsoever, without in each instance the prior written consent of Lessor. Lessor shall give reasonable consideration to any request of Lessee to make any such Alterations if Lessee first shall have strictly complied with the following terms and conditions:

- (a) Lessee shall furnish to Lessor plans, specifications and working drawings covering any and all such proposed Alterations, for approval by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed by Lessor, so long as (1) such plans, specifications, and working drawings comply with all applicable municipal ordinances, and the rules, regulations

and requirements of proper municipal officers promulgated pursuant thereto, (2) the Alterations contemplated by such plans, specifications and working drawings will not, in the sole discretion of Lessor, cause the value or usefulness of the Leased Premises to diminish or impair the structural integrity of the Leased Premises, and (3) such Alterations will not, in Lessor's sole discretion, materially change the nature or character of the Leased Premises, will not decrease the desirability of said Leased Premises for future rental, and will not result in same not being in conformity with the existing zoning and building laws, codes, ordinances and regulations.

- (b) Lessee shall provide Lessor with all required permits, licenses and approvals issued by appropriate governmental units approving all Alterations to be completed.
- (c) Lessee shall provide Lessor with a schedule showing the total price of doing such Alterations and a detailed breakdown of all costs involved in such work.
- (d) Lessee shall provide Lessor with a copy of Lessee's contract with a reputable general contractor reasonably acceptable to Lessor, pursuant to which said contractor contracts to undertake the Alterations shown in the plans and specifications described in subparagraph (a) hereof for the price described in the schedule provided pursuant to subparagraphs (c) hereof.
- (e) Lessee shall have demonstrated to Lessor's satisfaction the source or sources of funds necessary to pay for such.

11.02 Any such Alterations performed by Lessee shall comply with all insurance requirements and shall comply with all applicable laws, regulations, ordinances and codes of all public authorities having jurisdiction thereover, and shall be done free and clear of all liens or claims for liens. Subject to paragraph 11.03 below, all such improvements resulting from such Alterations shall, at the termination or expiration of this Lease, become the property of Lessor and remain with the Leased Premises.

11.03 At the termination of this Lease, whether by lapse of time or otherwise, Lessee may remove from the Leased Premises its trade fixtures, personal property, and any lighting, fencing and/or signage installed by the Lessee, but shall be obligated to repair any physical damage to the Leased Premises caused by such removal. Additionally, at the termination of this Lease, whether by lapse of time or otherwise, and without compensation, allowance or credit to Lessee, Lessor may, but shall not be obligated to, require Lessee to remove from the Leased Premises any or all improvements and Alterations made by Lessee. If Lessor requests that any of such improvements or Alterations be so removed and Lessee refuses to do so, Lessor may remove or cause the removal of same and the expense to Lessor therefor, together with interest as hereafter provided shall become so much additional rent due hereunder.

11.04 Lessor hereby consents to the Lessee, at Lessee's expense, making those site improvements and Alterations to the Leased Premises (i) as may be approved as part of the Entitlements for the East Property, a/k/a the Leased Premises, including without limitation, the site

plan/PUD plan approved by the Lessor, which if adopted, the ordinance number, date and title thereof may later be inserted herein as follows: Ordinance No. \_\_\_\_\_ dated December \_\_\_\_, 2021 entitled: \_\_\_\_\_ (the "East Property PUD Ordinance"); and (ii) in strict accordance with the final engineering plans for the Leased Premises as may be approved by the Village Engineer ("Lessee's Approved Improvements"), and to periodically make all necessary repairs, upgrades and alterations with respect to same, and to maintain Lessee's Planned Improvements in a good and clean condition. Lessor and Lessee acknowledge that the Alterations contemplated to be approved as part of the East Property PUD Ordinance and the improvements, including but not limited to, underground or sewer and detention basins and/or retention ponds as shown thereon (together "Lessee's Planned Improvements") shown on the preliminary engineering plans therefor, will likely not constitute "public improvements", and Lessee shall remain solely responsible to maintain Lessee's Planned Improvements and any Alterations throughout the term of the Lease, and any extension thereto, and as the new owner thereof if it exercises its option and purchases said property.

11.05 Prior to constructing or installing any of the Lessee's Approved Improvements, or any Alterations costing in excess of \$20,000, the Lessee shall furnish to the Lessor (a) a contractor's sworn statement and such other supporting materials as the Lessor may reasonably require documenting the expected total cost of Lessee's Planned Improvements (the "Alteration Cost") and (b) either (i) a labor and material payment bond ("Payment Bond") using AIA form A-312 (2010) co-signed by Lessee and a surety licensed by the Illinois Department of Insurance to issue and sign sureties, which surety company shall have a financial strength rating of not less than "A-" by A.M. Best Company, Inc. Moody's Investor Services, Standard & Poors, or similar rating agency, in the amount of the Alteration Cost and naming the Village of Bartlett as primary obligee, or (ii) a stand-by irrevocable letter of credit ("Letter of Credit") in the principal amount of the Alteration Cost, naming the Village of Bartlett as the beneficiary, and in such form as shall otherwise be reasonably acceptable to the Village. Any such Payment Bond or Letter of Credit delivered by Lessee to Lessor is herein referred to as "**Security**".

Article 12. **SIGNS.** Lessee may install exterior signs on the Leased Premises and the Lessee's Approved Improvements provided same are installed and maintained in compliance with all local sign, zoning and building ordinances.

Article 13. **INTENTIONALLY OMITTED.**

Article 14. **ACCESS TO PREMISES.**

14.01 Lessee agrees that Lessor, its agents, employees or servants, or any person authorized by Lessor, may enter the Leased Premises at any time, and from time to time, upon reasonable notice and during normal business hours, for the purpose of inspecting the condition of same, to exhibit the same to prospective purchasers of the Leased Premises and place "For Sale" signs thereon, and, during the last six (6) months of the term of this Lease and during any other time as Lessee may be in default hereunder, to post "For Rent" signs on the Leased Premises and exhibit the same to prospective tenants.

14.02 In the event of any emergency presenting an immediate serious threat to persons or property in or about the Leased Premises, Lessor shall have the absolute right at any time to enter

upon the Leased Premises, using such force as may be necessary to effect such entrance without liability to Lessee therefor, in order to abate such emergency.

Article 15. **ASSIGNMENT OR SUBLETTING.**

15.01 Lessee shall have the right to sublease the whole or any part of the Leased Premises to the Specified Dealership without the Lessor's prior written consent, or to any other party with Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided that:

- (a) The proposed sublessee shall not be permitted to make any use of the Leased Premises not permitted to be made of said Leased Premises by the Lessee hereunder; and
- (b) Lessee herein named shall continue to remain primarily liable to Lessor for the full performance of all of the terms, covenants and conditions of this Lease on the part of Lessee to be performed; and

Lessor shall not be deemed to have acted unreasonably if Lessor withholds its consent to any sublease by reason of the noncompliance of same with any of the aforementioned terms and conditions.

15.02 Lessee shall have no right to assign all or any portion of its interest in this Lease or the Leased Premises other than to the Specified Dealership (which assignment is expressly permitted hereby), and any assignment in violation of this provision shall be of no force and effect and, at the election of Lessor, shall constitute a default by Lessee hereunder. Notwithstanding the foregoing, provided that Lessee is not then in default hereunder, if (i) Lessee sells its business activities within the Leases Premises, and (ii) the Specified Dealership becomes operated by a person that is not an affiliate of the Lessee, then in that event Lessor shall consent to such assignment to the purchaser and / or subsequent Specified Dealership provided that the assignee simultaneously executes an assignment and assumption of this Lease in form reasonably acceptable to the Lessor.

Article 16. **EMINENT DOMAIN.** Lessor agrees that, during the term of this Lease, and before the expiration of the Option to Purchase set forth in Article 44 below, Lessor will not exercise its power of Eminent Domain with respect to all or any portion of the Lease Premises, and will not alter unrestricted access by passenger vehicles or truck over the existing public street which provides access, ingress and egress to and from the Leased Premises to and from nearby Lake Street, subject to compliance with the provisions of the Illinois Vehicle Code.

Article 17. **COVENANT TO HOLD HARMLESS.**

17.01 Lessee agrees to indemnify Lessor, and Lessor's officers, officials, agents, employees, and volunteers against and hold Lessor and Lessor's officers, officials, employees and volunteers harmless from and against any and all liabilities, obligations, claims, charges, penalties, damages, causes of action, judgments, suits, costs or other expenses, including, but not limited to reasonable attorneys' fees and expenses, imposed upon or incurred by or asserted against Lessor or its officers, officials, employees or volunteers, of any nature arising directly or indirectly from:

- (a) Any accident, injury to or death of persons or loss of or damage to property occurring on the Leased Premises or any part thereof as result of the negligence or willful misconduct of the Lessee, its employees, agents, or invitees, or the negligent or willful misconduct of the Specified Dealership, or any of its employees, agents or invitees, except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of the Lessor.
- (b) Any failure on the part of Lessee to perform or comply with any of the terms of this Lease.
- (c) Performance of any labor or service, or the furnishing of any materials or other property, in respect to the Leased Premises or any part thereof, including but not limited to, lien claims mechanic's liens and/or claims on the Payment Bond.
- (d) Any penalty, damages or charges imposed for any violation of any laws or ordinances by Lessee or by any agent, or employee or sublessee of Lessee.
- (e) The negligent or willful misconduct or omission in or about the Leased Premises by the Lessee or the Specified Dealer's respective employees, agents, contractors, contractor's subcontractors, sublessees, or licensees, , or any of them.

In case any action, suit or proceedings is brought against Lessor or Lessor's mortgagee, beneficiaries, agents or employees by reason of any such occurrence, Lessee will, at Lessee's expense, resist and defend such action, suit or proceedings, or cause the same to be resisted and defended, by counsel approved by Lessor. The providing by Lessee of any insurance or Payment Bond, whether pursuant to the requirements of this Lease, or otherwise, shall in no way diminish the obligations of Lessee as contained in this Article 17.

17.02 Notwithstanding the foregoing, Lessee shall not be obligated to indemnify and hold any party harmless under paragraph 17.01 above if it is judicially determined that (i) such party's own active negligence, sole negligence or willful misconduct caused the damage against which indemnification is sought.

Article 18. **NON-LIABILITY**. Except for the negligent acts or omissions of Lessor or Lessor's agents, contractors or employees, Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying any premises adjoining the Leased Premises, or for any loss or damage resulting to Lessee or its personal property from burst or broken pipes, stopped or leaking water, gas, sewer pipes or electrical failures, or from any damage or loss of property within the Leased Premises from any cause whatsoever.

Article 19. **NET RETURN**. Subject only to the provisions of Section 9.05 [7.1? **there is no 9.05**] above, it is intended that the Rent provided for in this Lease shall be an absolutely net return to Lessor for the term hereof, free of any expense or charges with respect to the use or occupancy of the Leased Premises, including, without limitation, maintenance and repairs, utilities, insurance and

taxes and assessments imposed upon the Leased Premises, commonly known as real estate taxes, any taxes and assessments whether by way of an income tax or otherwise, which may be levied, assessed or imposed by the State of Illinois or by any political or taxing subdivision thereof upon the income arising from the operation or control of the Leased Premises in lieu of or as a substitute for taxes and assessments imposed upon or related to the Leased Premises and commonly known as real estate taxes, and that Lessee, and not Lessor, shall be required to and shall pay as additional rent all such expense or charges, taxes and assessments, but Lessee shall not be obliged to pay any income, personal property or franchise taxes which may be levied against Lessor, except personal property taxes attributable to any improvements to the Leased Premises made by Lessee and taxed to Lessor.

Article 20. **LESSOR REPRESENTATIONS.** Lessor represents that, by action of its corporate authorities at a meeting held on November 16, 2021, said corporate authorities did, by a three-quarters affirmative vote of its members then holding office did approve of the Vacant Land Lease and Real Estate Contract, and authorize the Village President and Village Clerk to execute this Vacant Land Lease and, if the Lessee properly exercises its Purchase Option, then to execute the Real Estate Contract without further action by said Corporate Authorities.

Article 21. **MECHANIC'S LIEN: LIENS.**

21.01 Lessee shall not permit the Leased Premises to become subject to any mechanics', laborers' or materialmen's lien or claim on the Security (as defined in Section 11.05 above), on account of labor or material furnished or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction of or sufferance of Lessee; provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence any such lien or claimed lien if Lessee shall deposit and keep on deposit with Lessor Security, and from time to time shall deposit and keep on deposit with Lessor additional Security (if any) in addition to original Security as may be reasonably required to pay the claim if judgment is rendered therein, in such form and amount as Lessor may reasonably require to insure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of nonpayment thereof; provided further, however, that on final determination of the lien or claim for lien and/or claim on the Security, Lessee shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

21.02 If Lessee shall fail to contest any lien or claimed lien referred to in the preceding Paragraph 21.01 or to give to Lessor security as herein required to insure payment thereof, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then Lessor may at its election (but shall not be required so to do) remove or discharge such lien or claim for lien or any portion thereof (with the right, in Lessor's discretion, to settle or compromise the same) without inquiring as to the validity thereof, and any amount advanced by Lessor for such purposes together with interest thereon as hereafter provided shall be so much additional rental due from Lessee to Lessor at the time of the next Base Rental payment date after such payment by Lessor: Failure by Lessee to pay such additional rent shall be a default by Lessee hereunder.

21.03 Lessee shall not do any act which shall in any way encumber the title of Lessor in and to the Leased Premises except with respect to the rights and interests of the Lessee arising under this

Lease including, without limitation, Lessee's Purchase Option. The interest or estate of Lessor in the Leased Premises shall not be in any way subject to any third-party claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee, and any such third-party claim to, or lien upon, the Leased Premises arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall be subject and subordinate to the paramount title and rights of Lessor in and to the Leased Premises. Lessee shall have no authority to grant a Leasehold mortgage or other mortgage in or with respect to the Leased Premises to secure any debt of the Lessee or the Specified Dealership without the prior written consent of the Lessor; provided that so long as any such proposed leasehold mortgage (i) is in favor of the same lender whose first mortgage encumbers the Companion Site on which the buildings of the New Dealership proposed to be located, (ii) contains provisions prohibiting the mortgagee from assigning the rights it acquires through the enforcement of its leasehold mortgage to anyone other than the same person who continues to operate the New Dealership on the Companion Site, (iii) expressly acknowledges that the use of the Lease Premises shall at all times be subject to the restrictions set forth in Section 6.1 of this Lease and to the Restrictive Covenant, and (iv) the Village Attorney opines that in the event of a default under the proposed leasehold mortgage and related loan documents that it or any of them cannot be foreclosed or enforced in any manner such that title to the Leased Premises can be divested from the Village during the term of the Lease, or any extension thereof, or if the Lessee exercises its option and/or its affiliated entity becomes the fee simple owner of the East Property a/k/a the Leased Property, that the Restrictive Covenant cannot, in any manner, be released, extinguished, abrogated, modified or subordinated, then the Village shall not unreasonably withhold, condition, or delay the giving of its consent.

Article 22. **SURRENDER OF PREMISES.**

22.01 Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Lessee's right to possession of the Leased Premises, Lessee will at once surrender and deliver up the Leased Premises, together with all improvements which were located thereon at the inception of this Lease and, subject to Section 11.03 above, all improvements placed thereon by Lessee, to Lessor in good condition and repair, (reasonable wear and tear which is not required to be repaired by Lessee elsewhere in this Lease excepted).

22.02 Upon the termination of this Lease by lapse of time, Lessee may remove Lessee's trade fixtures and all of Lessee's personal property and equipment; provided, however, that Lessee shall repair any injury or damage to the Leased Premises which may result from such removals. If Lessee does not remove Lessee's furniture, machinery, trade fixtures and all other items of personal property of every kind and description from the Leased Premises prior to the end of the term, however ended, Lessor may, at its option, remove the same and deliver the same to any other place of business of Lessee or warehouse the same, and Lessee shall pay the cost of such removal (including the repair of any injury or damage to the Leased Premises resulting from such removal), delivery and warehousing to Lessor on demand, or Lessor may treat such property as having been conveyed to Lessor with this Lease as a Bill of Sale, without further payment or credit by Lessor to Lessee.

22.03 Lessee will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Lessor and, if Lessee shall fail so to do, then Lessor shall be entitled to any and all rights and remedies provided to Lessor under this Lease, or at law or in equity. The receipt

of rent or any part thereof, or any other act in apparent affirmance of tenancy shall never operate as a waiver of the right to forfeit this Lease, and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

22.04 If Lessee holds over in the Leased Premises after the expiration or termination of the term of this Lease notwithstanding the written demand for possession thereof by Lessor, then in addition to any other rights or remedies available to the Lessor hereunder, the Lessee shall be obligated to pay to Lessor as per diem Rent during such wrongful holdover a sum equal to 125 % of the per diem Rent that Lessee was paying immediately prior to the commencement of such wrongful holdover.

Article 23. **BROKERAGE COMMISSION**. Lessor and Lessee each hereby represent to each other that neither of them has used any real estate agent or broker in connection with this Lease. Each of the parties hereby agrees to indemnify, defend and hold the other harmless from and against any claims, demands, costs or expenses (including reasonably attorneys' fees) asserted against or incurred by the other and arising out of any breach of the representation contained in this Article 23.

Article 24. **EVENTS OF DEFAULT: REMEDIES OF LESSOR.**

24.01 Each of the following events shall be an event of default ("**Event of Default**") by Lessee under this Lease:

- (a) Lessee shall fail to pay any installment of Rent or any other payment required herein when due, and such failure shall continue for a period of ten (10) business days following written notice of such failure by Lessor to Lessee.
- (b) Lessee shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within one hundred eighty (180) days of its filing or entry; or (D) die or suffer a legal disability (if Lessee, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Lessee, guarantor or surety is a corporation, partnership or other entity).
- (c) Any insurance required to be maintained by Lessee pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease, unless replacement insurance is provided by the Lessee to the Lessor within ten (10) business days following written notice by Lessor to Lessee.
- (d) Neither the Lessee, the Specified Dealership, nor their respective permitted successor shall continuously operate its New Vehicle Dealership Operations business at the Leased Premises and the Companion Site for the permitted use set forth herein and such lack of operations shall continue for more than one hundred twenty (120) days following written

notice by Lessor to Lessee, unless such lack of operations is caused by (i) Force Majeure, in which case the lack of operations shall not be an Event of Default so long as the Specified Dealership is acting in a commercially reasonable manner to recommence operations once the reason for suspension has been ameliorated, or (ii) the motor vehicle franchise rights of the Specified Dealer having been suspended or revoked by the franchisor(s) on grounds contested by the Specified Dealership, in which case the lack of operations shall not be an Event of Default so long as the Specified Dealership is acting in good faith in exercising its legal rights to contest such action taken by the franchisor(s) and have its franchise rights reinstated.

- (e) Lessee shall fail to discharge or bond over any lien placed upon the Premises in violation of this Lease within thirty (30) days after any such lien or encumbrance is filed against the Premises.
- (f) Lessee shall fail to comply with any of the other provisions of this Lease other than those specifically referred to in the preceding subsections of this Section 24.01, and except as otherwise expressly provided herein, such default shall continue for more than the greater of (i) thirty (30) days after Lessor shall have given Lessee written notice of such default, or (ii) if, by reason of the nature of such default, the correction thereof cannot reasonably be accomplished within 30 days, then so long as Lessee commences commercially reasonable efforts to effectuate such correction and thereafter diligently pursues the completion of same, the date by which Lessee shall be required to complete such correction shall be extended as reasonably required which such diligent efforts continue.

24.02 Upon the occurrence of an Event of Default and so long as such Event of Default shall be continuing, Lessor may at any time thereafter at its election, terminate this Lease and Lessee's right of possession and to collect from Lessee any sums due and payable by Lessee through the date of such termination,. Upon the termination of this Lease

24.03 If Lessor terminates this Lease, Lessor may recover from Lessee the sum of: all Rent and all other amounts accrued hereunder to the date of such termination; and the costs of removing and storing Lessee's or any other occupant's property, and all reasonable expenses incurred by Lessor in pursuing its remedies, including reasonable attorneys' fees and court costs

24.04 If Lessor at any time, by reason of any breach by Lessee of any of the provisions of this Lease is compelled to pay or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or incurs any expense, including reasonable attorney's fees, in instituting or prosecuting any action or proceedings to enforce Lessor's rights hereunder, the sum or sums so paid by Lessor, together with interest thereon from the date commencing on the fifteenth (15th) day following written notice to Lessee of Lessor's expenditures of said sum to the date of payment to Lessor calculated at the greater of (i) ten percent (10%) per annum or (ii) the prime rate of interest as then published and announced by the *Wall Street Journal* plus five percent (5%), shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor with any installment of rent following the payment of such respective sums or expenses.

24.05 No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

**24.06 LESSEE AND LESSOR WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LESSOR AND LESSEE ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.**

Article 25. **NOTICES.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if personally delivered or delivered by certified mail (return receipt requested) to the parties as follows and either party may, by like notice, at any time and from time to time designate a different address to which notice shall be sent:

If to Lessor: Village of Bartlett Illinois,  
Attention: Paula Schumacher, Village Administrator  
228 S. Main Street  
Bartlett, IL 60103  
Email: [pschumacher@bartlettill.gov](mailto:pschumacher@bartlettill.gov)

With a copy to:  
Bryan Mraz Esq.  
Bryan E. Mraz & Associates, P.C  
111 Irving Park Rd  
Roselle Illinois 60172  
Email: [BEM@mrazlaw.com](mailto:BEM@mrazlaw.com)

If to Lessee: Bartlett Automotive Mall LLC  
Attention: Robert P. Loquercio  
1600 West Lake Street  
Streamwood, IL 60107  
Email: [bloquercio@blautogroup.com](mailto:bloquercio@blautogroup.com)

With a copy to:  
Peter C. Bazos, Esq.  
Bazos, Freeman, Schuster, & Pope, LLC  
1250 Larkin Avenue, Suite 100  
Elgin, Illinois 60123  
Email: [pbazos@freeman.com](mailto:pbazos@freeman.com) with copy to [nancy@bazosfreeman.com](mailto:nancy@bazosfreeman.com)

Any such notices may be sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered on the date of deposit, postage prepaid in the U.S. mail or (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered on the date of deposit with such courier or (c) by emailed transmission to the parties at the email addresses set forth above

followed the same day with the mailing of a copy of such notice, by regular mail, to the parties at the foregoing addresses, in which case notice shall be deemed delivered upon electronic verification that transmission to the recipient was completed or (d) by personal delivery. The above addresses and email addresses may be changed by notice to the other party; provided that no notice of a change of address or email address shall be effective until actual receipt of such notice. Notice on behalf of any party may be given by such party or its counsel.

Article 26. **IMPOSSIBILITY**. Neither Lessor nor Lessee shall be required to perform any performance, condition or covenant in this lease so long as such performance is delayed or prevented by reasons of Force Majeure, including but not limited to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Lessor and which by the exercise of due diligence Lessor is unable, wholly or in part, to prevent or overcome.

Article 27. **GRAMMATICAL CHANGES**. The necessary grammatical changes required to make the provisions of this Lease apply to the past, present and future and in the plural sense where appropriate and to corporations, associations, partnerships or individuals, male or female, shall in all instances be assumed as though in each case fully expressed.

Article 28. **HEADINGS**. The headings of the several sections contained herein are for convenience only and do not limit or construe the contents of such sections.

Article 29. **TRANSFER OF PREMISES**. The term "**Lessor**" as used in this Lease, so far as covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the Lessor herein described at the time in question and, in the event of any transfer or transfers of Lessor's interests in the Leased Premises, Lessor herein named (and in case of any subsequent transfers or conveyances, the then transferee) shall be automatically freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed, and any funds in the hands of said Lessor or the then transferee at the time of such transfer in which Lessee has an interest shall be turned over to the transferee who shall assume all responsibility therefor, and Lessor shall thereupon be relieved of any further liability to Lessee for such funds.

Article 30. **SUCCESSORS AND ASSIGNS**. The terms, covenants and conditions hereof shall be binding upon, apply and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of the parties hereto. No rights, however, shall inure to the benefit of any assignee, sublessee or licensee of Lessee unless such assignment, sublease or license has been consented to by Lessor in writing as provided herein.

Article 31. **RECEIPT OF MONEY**. No receipt of money by Lessor from Lessee after the termination of this Lease, or after the termination of Lessee's right of possession of the Premises, or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

Article 32. **INTERPRETATION**. The submission of this Lease for examination does not constitute an offer to lease, nor a reservation of or option for the Premises, and this Lease becomes effective only upon execution and delivery thereof by Lessor and Lessee. This Lease, when

executed, shall constitute the entire agreement between the parties and the parties shall not be bound by any oral or written discussions, negotiations, correspondence, terms or conditions not contained herein. This Lease may be modified only by a written document executed by all parties hereto.

Article 33. **RECORDING**. This Lease shall not be recorded, but the parties agree, at the request of either of them, to execute a Memorandum of Lease in the form attached hereto as **Exhibit 4** for recording.

Article 34. **SEVERABILITY**. If any clause, phrase, provisions or portion of this Lease, shall be invalid or shall later be declared invalid, or unenforceable under any applicable law or by decision of any court of competent jurisdiction, such event shall not affect or impair this Lease, nor shall such event be considered so material as to render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

Article 35. **TIME OF THE ESSENCE**. Time is of the essence of this Lease and all provisions herein relating thereto shall be strictly construed.

Article 36. **COUNTERPARTS**. This Lease may be executed in any number of counterparts. Each such executed counterpart shall together constitute but one and the same instrument, which instrument shall for all purposes be sufficiently evidenced by any such executed counterpart.

Article 37. **INTERRUPTIONS OF LESSEE'S BUSINESS**.

37.01 No abatement, diminution or reduction of the rent, or other charges, payable by Lessee under this Lease, shall be claimed by or allowed to Lessee for any inconvenience, interruption, cessation or loss of business or otherwise, caused, directly or indirectly, by any present or future laws, rules, requirements, orders, directions, ordinances or regulations of the United States of America, or of the state, county or city governments, or of any other municipal, governmental or lawful authority whatsoever, or by priorities, rationing or curtailment of labor or materials, or by war or any matter or thing resulting therefrom, or by any other cause or causes beyond the control of Lessor, nor shall this Lease be affected by any such causes.

37.02 Lessee shall, at Lessee's own cost and expense, procure each and every permit, license, certificate or other authorization required in connection with the lawful and proper use of the demised premises or required in connection with any building or improvements now or hereafter erected on the demised premises.

Article 38. **CERTIFICATES BY LESSEE**. Lessee agrees at any time and from time to time upon not less than ten (10) days' prior notice by Lessor to execute, acknowledge and deliver to Lessor a statement in writing certifying (1) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (2) whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants, or conditions hereof upon the part of Lessee to be performed (and if so specifying the same) and (3) the dates to which the rent has been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser of the fee hereof or any assignee of any leasehold interest in the demised premises.

Article 39. **WARRANTIES OF LESSOR.** Lessor represents and warrants (a) Lessor has full power and authority to execute and perform this Lease and to grant the estate demised herein, and (b) that if Lessee shall faithfully perform all of its obligations under the Lease to be performed, Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises and all appurtenances during the full term of this Lease and any renewal hereof.

Article 40. **AUTHORITY OF LESSEE.** Lessee represents and warrants (i) that it has been duly authorized by its shareholders and directors to execute this Lease and to perform the covenants set forth therein and (ii) that a certified copy of such enabling resolutions of said shareholders and directors shall be delivered to Lessor simultaneously with the execution of this Lease by Lessee.

Article 41. **LEGAL FEES.** In any action or proceeding between the Parties arising out of or in connection with this Lease or the breach, enforcement, or defense of any attempted enforcement hereof, the party prevailing in such proceeding shall be entitled to collect its costs and expenses, including reasonable attorneys' fees and expert witness fees, from the non-prevailing party.

Article 42. **SURVIVAL.** The rights and remedies of either of the parties against the other arising out of any breach of any provision of this Lease shall survive the termination of this Lease and the surrender of possession of the Leased Premises to Lessor.

Article 43. **ENVIRONMENTAL MATTERS.**

43.01 Lessee hereby represents, covenants and warrants to Lessor that:

- (a) During the term of this Lease, Lessee will not use or suffer or permit the Leased Premises, or any part thereof, to be used in connection with:
  - (i) The generation of Hazardous Wastes (as such term is defined under Illinois environmental laws or regulations) in amounts which, according to any applicable law, ordinance or regulation, would require the reporting to any state or federal agency; or
  - (ii) The storage of Hazardous Materials (as such term is defined under Illinois environmental laws or regulations) in amounts that, under any applicable law, ordinance or regulation, would require notification to or the issuance of a permit by any state or federal agency; and
- (b) During the term of this Lease Lessee will not cause the Leased Premises to become contaminated with ant Hazardous Waste and will not cause any Recognized Environmental Condition (as defined in Section 1.1.1 of the ASTM E1527 - 05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process) to be created upon the Leased Premises.
- (c) Lessee shall forever indemnify, defend and hold Lessor and its beneficiaries, any and all liability, loss, damages, claims, demands, costs (including, without limitation all investigation, clean-up and disposal costs arising out of

or in connection with any state or federal law dealing with Hazardous Wastes or Hazardous Materials asserted against or incurred by Lessor by reason of the breach by Lessee of its covenants contained in this Section 43.01. The Lessee foregoing covenants of indemnification shall survive the termination of this Lease, whether by lapse of time or otherwise.

Article 44. **OPTION TO PURCHASE.**

- (a) Subject to the succeeding provisions of this Article 44, Lessor hereby grants to Lessee the right and option (the “**Purchase Option**”) to purchase the Leased Premises for the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) (the “**Option Price**”) on the terms and conditions hereafter set forth in this Article 44; provided, however, that if, as of the date the said Purchase Option is exercised, the Village has received at least Fourteen Million Dollars (\$14,000,000) in Sales Tax Revenues as defined in that certain Development Incentive Agreement dated November 16, 2021 between the Village, the Lessee, and Loquercio Automotive, Inc. (the “**Incentive Agreement**”), under which Incentive Agreement the Village is entitled to retain fifty percent (50%), being Seven Million Dollars (\$7,000,000.00) of which Fourteen Million Dollars (\$14,000,000) , then the Option Price shall be reduced to One Thousand Dollars (\$1,000.00).
- (b) The Purchase Option must be exercised by Lessee, if at all, during the period (the “**Option Exercise Period**”) (i) beginning not prior to the date a certificate of occupancy is issued by the Village to the Specified Dealership for its new vehicle dealership on the Companion Site, and (ii) not later than prior to the sixtieth (60<sup>th</sup>) day preceding the expiration of the Term of this Lease (as same may be extended), and failing to do so, the Purchase Option shall thereafter expire and be null and void. Additionally, the Purchase Option may not be exercised at any time while Lessee is in default under this Lease.
- (c) To exercise the Purchase Option, Lessee shall, execute the contract attached to this Lease as **Exhibit 2** (the “**Contract**”), insert the appropriate Option Price into the Contract as the “Purchase Price” (based on the provisions of Section 44(a) above), insert to the date of such execution by the Purchaser, and thereafter deliver said Contract to Lessor. Thereafter, Lessor shall promptly countersign the Contract and return a counterpart to Lessee, whereupon closing on the purchase and sale of the Premises pursuant to the Purchase Option shall proceed in accordance with the provisions of the Contract.
- (d) Once exercised, the Purchase Option and Contract shall nevertheless be terminated at the election of Lessor if the Lessee fails to keep and observe the terms of this Lease to and through the date of Closing under the Contract.
- (e) The Purchase Option and Lessee's rights therein may not be transferred or assigned to any Other person other than to an affiliate of the Lessee.
- (f) Upon conveyance of the Leased Premises pursuant to the exercise of the Purchase Option, the Lessor shall have the right to create by way of the deed of conveyance a

restrictive covenant on the real estate being conveyed (the “**Restrictive Covenant**”) that prohibits its use for the storage of new and used motor vehicles to be offered for sale at retail unless not less than seventy-five percent (75%) of such vehicles stored thereon are inventory intended to be sold from new car dealerships located in Bartlett, including sales from the Real Estate, the Companion Site, or from any other site situated within the corporate limits of the Lessor.

Article 45.     **MISCELLANEOUS.**

- (a)     Time is of the essence of the Agreement.
- (b)     This Agreement shall be deemed to have been executed in Bartlett, DuPage County, Illinois and shall be governed and construed in accordance with the internal laws of the State of Illinois.
- (c)     This Agreement, together with the agreements attached to this Lease as Exhibits, constitutes the entire agreement of the parties with respect to the subject matter set forth herein, all other and prior agreements, negotiations and understandings having been merged herein and extinguished hereby.
- (d)     This Lease is and shall be deemed and construed to be the joint and collective work product of Lessor and Lessee and, as such, this Agreement shall not be construed against either party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict in terms or provisions, if any, contained herein.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

**LESSOR:**

Village of Bartlett, Illinois

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

Name: Kevin Wallace

Title: Village President

Attest:

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

Name: Lorna Giles, Village Clerk

**LESSEE:**

Bartlett Automotive Mall LLC

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

Name: Robert P. Loquercio

Title: Manager

**EXHIBIT 1**  
**LEGAL DESCRIPTION OF LEASED PREMISES**

LEGAL DESCRIPTION

**PARCEL 1:**

THAT PART OF THE EAST 1/2 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 28 THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 28, A DISTANCE OF 1197.24 FEET, THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 73.92 FEET THENCE SOUTH 76 DEGREES 41 MINUTES EAST, A DISTANCE OF 601.58 FEET FOR THE POINT OF BEGINNING, THENCE SOUTH 0 DEGREES 14 MINUTES EAST, A DISTANCE OF 375.79 FEET, THENCE SOUTH 85 DEGREES 20 MINUTES EAST A DISTANCE OF 360.0 FEET, THENCE NORTH 0 DEGREES 14 MINUTES WEST A DISTANCE OF 264.20 FEET TO THE CENTER LINE OF THE CONNECTING ROAD BETWEEN U. S. ROUTE 20 AND STATE ROUTE 59, THENCE NORTH-WESTERLY AND NORTHERLY ALONG SAID CENTER LINE BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 281.9 FEET A DISTANCE OF 287.9 FEET TO THE SOUTHERLY LINE OF U. S. ROUTE 20, THENCE NORTH-WESTERLY ALONG SAID SOUTHERLY LINE BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2342.01 FEET, A DISTANCE OF 312.80 FEET THENCE SOUTH 0 DEGREES 14 MINUTES EAST, A DISTANCE OF 224.21 FEET, THENCE NORTH 76 DEGREES 41 MINUTES WEST, A DISTANCE OF 3.0 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM THAT PART OF THE AFOREDESCRIBED PROPERTY LYING WITHIN THE RIGHT OF WAY OF THE CONNECTING ROAD BETWEEN U. S. 20 AND ROUTE 59, BEING SITUATED IN HANOVER TOWNSHIP, IN COOK COUNTY, ILLINOIS



EXCEPT THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28 AND RUNNING THENCE ON AN ILLINOIS STATE PLANE COORDINATE SYSTEM, 1927 DATUM, EAST ZONE GRID BEARING OF SOUTH 0 DEGREES 08 MINUTES 38 SECONDS EAST ON THE WEST LINE OF SAID NORTHEAST 1/4 2.662.50 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH 88 DEGREES 41 MINUTES 08 SECONDS EAST ON THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 28 A DISTANCE OF 1.768.60 FEET TO THE SOUTHWESTERLY LINE OF U. S. ROUTE 20 SAID POINT BEING ON A 2.296.05 FOOT RADIUS CURVE THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 21 DEGREES 17 MINUTES 07 SECONDS EAST FROM SAID POINT; THENCE SOUTHEASTERLY ALONG SAID CURVE 263.98 FEET CENTRAL ANGLE 8 DEGREES 35 MINUTES 15 SECONDS TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 38.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 85 DEGREES 56 MINUTES 41 SECONDS 54.00 FEET TO A POINT OF REVERSE CURVATURE (SAID POINT OF REVERSE CURVATURE BEING ON THE WESTERLY LINE OF THE CONNECTING ROAD BETWEEN U. S. 20 AND STATE ROUTE 59) THENCE (THE FOLLOWING 2 COURSES BEING ALONG THE WESTERLY LINE OF SAID CONNECTING ROAD) ALONG A 299.72 FOOT RADIUS CURVE CONCAVE TO THE EAST, CENTRAL ANGLE 21 DEGREES 39 MINUTES 31 SECONDS 113.30 FEET TO THE POINT OF BEGINNING, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 78 DEGREES 59 MINUTES 03 SECONDS EAST FROM SAID POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE 197.92 FEET, CENTRAL ANGLE 37 DEGREES 50 MINUTES 06 SECONDS; THENCE SOUTH 0 DEGREES 22 MINUTES 38 SECONDS EAST 224.28 FEET; THENCE NORTH 85 DEGREES 28 MINUTES 38 SECONDS WEST 16.30 FEET TO A POINT ON A 300.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 67 DEGREES 36 MINUTES 10 SECONDS EAST FROM SAID POINT; THENCE NORTHERLY ALONG SAID CURVE 59.59 FEET, CENTRAL ANGLE 11 DEGREES 22 MINUTES 53 SECONDS; THENCE NORTH 11 DEGREES 00 MINUTES 57 SECONDS WEST ALONG TANGENT 340.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

THAT PART OF THE EAST 1/2 OF SECTION 28, TOWNSHIP 41, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 28; THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 1197.24; THENCE SOUTH 0 DEGREES 43 MINUTES WEST A DISTANCE OF 73.90 FEET; THENCE SOUTH 76 DEGREES 41 MINUTES EAST, A DISTANCE OF 81.98 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTH 0 DEGREES 43 MINUTES WEST, A DISTANCE OF 454.01 FEET; THENCE SOUTH 85 DEGREES 20 MINUTES EAST A DISTANCE OF 514.60 FEET; THENCE NORTH 0 DEGREES 14 MINUTES WEST A DISTANCE OF 375.79 FEET; THENCE SOUTH 76 DEGREES 41 MINUTES EAST, A DISTANCE OF 3.0 FEET; THENCE NORTH 0 DEGREES 14 MINUTES WEST, A DISTANCE OF 278.06 FEET TO THE CENTER LINE OF U. S. ROUTE 20; THENCE NORTH-WESTERLY ALONG SAID CENTER LINE BEING ALONG A CURVE TO THE RIGHT, A DISTANCE OF 81.8 FEET; THENCE NORTH 64 DEGREES 53 MINUTES WEST ALONG SAID CENTER LINE, A DISTANCE OF 285.50 FEET; THENCE SOUTH 0 DEGREES 43 MINUTES WEST, A DISTANCE OF 82.48 FEET TO THE PLACE OF BEGINNING; (EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES) IN COOK COUNTY, ILLINOIS

Commonly Known As: 1105 West Lake Street, Bartlett, Illinois, being the approximate 10.6123 acre parcel of land bearing Cook County Tax Parcel Identification Number 06-28-204-002-0000; 06-28-400-014-0000; 06-28-400-016-0000, 06-28-400-018-0000; and 06-28-400-019-0000, located slightly west of the southwest corner of Illinois Route 20 and Illinois Route 59 intersection, commonly referred to as the former "Groh Camper & Knaak Property", Bartlett, IL

**EXHIBIT 2  
REAL ESTATE CONTRACT**

REAL ESTATE SALE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_<sup>1</sup>, by and between The Village of Bartlett, Illinois, an Illinois Municipal Body (hereinafter collectively referred to as "Seller") and Bartlett Automotive Mall LLC, an Illinois liability company (hereinafter referred to as "Purchaser").

RECITALS

A. Seller currently holds title to real estate commonly known as 1105 West Lake Street, Bartlett, Illinois, which is the approximate 10.6123 acre parcel of land bearing Cook County Tax Parcel Identification Number 06-28-204-002-0000; 06-28-400-014-0000; 06-28-400-016-0000, 06-28-400-018-0000; and 06-28-400-019-0000, located slightly west of the southwest corner of Illinois Route 20 and Illinois Route 59 intersection, commonly referred to as the former "Groh Camper & Knaak Property", Bartlett, Illinois and legally described as on Exhibit A, which, together with all improvements thereon and all easements, covenants, tenements, hereditaments and appurtenances thereunto belonging or appertaining and, without limiting the generality thereof, Seller's rights, easements or other interest, if any, in alleys, walls, sidewalks or other property abutting the said real estate shall hereinafter be referred to as the "Real Estate".

B. Purchaser has been in possession of the Real Estate as "Lessee" pursuant to a Vacant Land Lease dated November 16, 2021 between Seller and Purchaser (the "Seller-Purchaser Lease"). All of the terms and provisions of the Seller-Purchaser Lease are hereby incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in the Seller-Purchaser Lease.

C. Purchaser has executed and delivered this Real Estate Sale Agreement pursuant to the provisions set forth in the Seller-Purchaser Lease in order to purchase the Real Estate from Seller upon the terms and conditions hereinafter set forth.

CONSIDERATION

In consideration of the mutual covenants and promises of the parties, Seller and Purchaser hereby covenant and agree as follows:

AGREEMENT

1. Sale and Purchase. Seller agrees to sell and Purchaser agrees to purchase the Real Estate upon the terms and conditions herein set forth for a purchase price of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)<sup>2</sup> (hereinafter referred to as the "Purchase Price").

<sup>1</sup> To be inserted by Purchaser at time of exercise of Purchase Option

<sup>2</sup> Purchaser Price to be inserted at time of Purchaser's exercise of the Purchase Option based on the terms of the Seller-Purchaser Lease.

2. Conveyance: Seller agrees to convey (or to cause its successors, if any, to convey) to Purchaser, or Purchaser's nominee, title to the Real Estate by a recordable, stamped Warranty Deed, subject only to the Permitted Exceptions as defined in Section 7(b) below.

3. Earnest Money: No Earnest Money shall be required hereunder

4. Closing:

- (a) The consummation of the transaction herein described (hereinafter referred to as the "Closing") shall be on or before the 28<sup>th</sup> day following the execution and delivery of this Agreement by Purchaser to Seller, or on the date to which such time is extended by reason of Paragraph 8 unless subsequently mutually agreed otherwise, at the office of Chicago Title Insurance Company ("CTIC" or the "Title Insurer") in Elgin, Illinois or at such other location as is acceptable to Purchaser and Seller, provided title is shown to be in the condition required herein or is otherwise acceptable to Purchaser. At the Closing, the parties shall deliver all documents required by this Agreement.
- (b) The transaction herein contemplated shall be closed through an escrow with CTIC, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by said company, with such special provisions inserted in the escrow agreement to permit an immediate ("New York-Style") closing and as otherwise may be required to conform with this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the Purchase Price and delivery of deed shall be made through the escrow and the cost of said escrow shall be shared equally by the parties.
- (c) At the Closing, Seller shall deliver to Purchaser the following documents and tender the following performance:
  - (i) A special warranty deed ("Deed"), conveying title to the Real Estate, in the condition required herein, to Purchaser or its nominee;
  - (ii) An Illinois Transfer Declaration;
  - (iii) Any transfer declaration or other documentation required to comply with any local real estate transfer ordinance as to the conveyance of the Real Estate;
  - (iv) Pay-off letters with respect to all mortgages of record;
  - (v) A Non-Foreign Affidavit, prepared in compliance with the requirements of Internal Revenue Code section 1445(e), from the Seller;

- (vi) An ALTA statement in the form customarily required by CTIC;
  - (vii) A so-called GAP Undertaking in the form customarily required by CTIC in order to conduct the Closing as a so-called "New York Style" closing, together with such affidavits as are customarily required by Title Insurer in connection with issuance of the Owner's Title Insurance Policy, described in Paragraph 7 below, including a mechanics' lien and judgment affidavit;
  - (viii) A certified copy of Ordinance 2021-\_\_\_\_, "AN ORDINANCE AUTHORIZING A VACANT LAND LEASE WITH OPTION TO PURCHASE FOR REAL ESTATE OWNED BY THE VILLAGE OF BARTLETT WHICH IS NO LONGER NECESSARY, APPROPRIATE, REQUIRED FOR THE USE OF, PROFITABLE TO, OR FOR THE BEST INTEREST OF THE VILLAGE, FOR THE 10.6123 +/- ACRE PARCEL OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF IL RT. 20 AND IL RT. 59, BARTLETT, ILLINOIS".
  - (ix) Such other documents and performance as may be required of Seller and inferred herefrom in order to cause Seller to comply with its obligations hereunder.
- (d) At the Closing Purchaser shall deliver to Seller the following documents and tender the following performance:
- (i) The Purchase Price, plus or minus prorations, together with such additional funds as may be required to pay the other costs and expenses of Purchaser, shall be deposited by Purchaser into the Closing Escrow (hereafter defined), by wire transfer, in funds of the United States, plus or minus prorations;
  - (ii) An ALTA Statement in the form customarily required by CTIC;
  - (iii) Such affidavits as are customarily required by the Title Insurer in connection with issuance of the Owner's Title Policy;
  - (iv) Certified resolutions of the Purchaser authorizing the execution and performance of this Agreement by Purchaser;
  - (v) All other documents, instruments or writings which may be reasonably required of Purchaser to consummate the transactions contemplated herein.
- (e) At the Closing, Seller and Purchaser shall jointly execute and deliver to each other:

- (i) Escrow trust instructions for the contemplated New York Style Closing in the form customarily in use by Chicago Title Insurance Company, but modified to the extent required to comply and conform with the terms hereof (the "Closing Escrow Instructions");
- (ii) A closing statement in form acceptable to the Title Insurer;
- (iii) All transfer declarations required by law to be jointly executed by the parties; and
- (iv) A termination of the Seller-Purchaser Lease.

5. Delivery of Possession: Because Purchaser has already been in possession of the Real Estate under the Seller-Purchaser Lease, the Purchaser shall remain in possession from and after the Closing hereunder.

6. Condition: Purchaser agrees to accept the Real Estate in its as-is condition (see paragraph 32 below).

7. Evidence of Title and Survey.

(a) Prior to the execution of this Agreement, Purchaser did procure from Chicago Title Insurance Company ("CTIC" or the "Title Company") a title commitment dated October 26, 2021 and bearing commitment number 21025930GV (the "**2021 Title Commitment**") for a 2021 ALTA Owner's Title Insurance Policy in the amount of the Purchase Price (the "**Title Policy**"). The terms and provisions of the 2021 Title Commitment are incorporated herein by reference. Prior to the Closing hereunder, Seller shall, at its expense, cause the 2021 Title Commitment to be later-dated to a date not more than 30 days prior to the Closing and shall provide same (the "**Later-Dated Title Commitment**") to Purchaser not less than twenty-one (21) days prior to the Closing. At the Closing the Seller shall cause the Title Policy to be upgraded at Seller's expense so as to include extended coverage over the general exceptions to the Title Policy.

(b) Prior to execution of this Agreement, Purchaser did procure an ALTA/NSPS Land Title Survey of the Real Estate prepared by a licensed Illinois professional land surveyor to be made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys jointly established by ALTA and NSPS, including such items from Table A thereof as Purchaser selects and pays for. Upon receipt of the Later Dated Title Commitment, Purchaser shall promptly furnish the same to its surveyor to prepare an updated ALTA/NSPS Land Title Survey of the Real Estate if Purchaser deems necessary and at the Purchaser's expense.

(c) At Closing, Seller shall convey title to the Real Estate to the Purchaser subject only to the matters set forth on **Exhibit B** attached hereto (all of which are herein referred to as the "**Permitted Exceptions**"). Without limiting the generality of the foregoing, the Seller shall be obligated to remove all liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the Closing other than any of same that may have been created by the Purchaser or its affiliates. The Title Policy issued shall be conclusive evidence of

good title as therein shown as, subject only to the exceptions therein stated. Any title exception that is not a Permitted Exception is herein referred to as a **“Title Defect”**.

(d) At the Closing, the Seller shall have the right to create by way of the deed of conveyance a restrictive covenant on the Real Estate prohibiting its use for the storage of new and used motor vehicles to be offered for sale at retail unless not less than seventy-five percent (75%) of such vehicles stored thereon are inventory of new car dealership(s) located in Bartlett, including vehicles intended to be sold from the Real Estate, the Companion Site, or from any other site situated within the corporate limits of the Seller.

8. Correction of Defects:

(a) Purchaser shall notify Seller in writing (a **“Title Defect Notice”**) of any Title Defect appearing in the Later-Dated Title Commitment not later than five (5) business days following the date on which the Later-Dated Title Commitment is delivered to Purchaser (with such date being hereinafter called the **“Title Delivery Date”**), and Seller shall be obligated to promptly remove any such Title Defect or to have same insured over by the Title Company in form and substance acceptable to Purchaser and its lender, if any, in their respective sole discretion.

(b) Purchaser shall notify Seller in writing (a **“Survey Defect Notice”**) of any Survey Defect appearing on the Original ALTA Survey or the Updated ALTA Survey not later than five (5) business days following the date the Updated ALTA Survey, or not later than 14 days following receipt by the Purchaser of the Later Dated Title Commitment, whichever is later, and Seller shall be obligated to use its best efforts to have the same insured over by the Title Company in form acceptable to the Purchaser and its lender, if any, in their respective sole discretion.

9. No Inspection Period. Because the Purchaser has been in possession of the Real Estate under the Seller-Purchaser Lease, the Purchaser acknowledges that it has previously inspected the Real Estate and fully familiar with its condition. As such, Purchaser has freely and voluntarily waived any requirement to have a so-called due-diligence inspection period with respect to the Real Estate.

10. Seller Representation. Seller represents that, by action of its corporate authorities at a meeting held on November 16, 2021, said corporate authorities did, by a three-quarters affirmative vote of its members then holding office authorize the Village President and Village Clerk to execute this Contract without further required action by said Corporate Authorities.

11. Prorations and Closing Adjustments:

(a) Unless exempt, Seller shall pay the amount of any stamp or transfer tax imposed by the State of Illinois or by the County or municipality in which the Real Estate is located, and shall furnish a completed Real Estate Transfer Declaration signed by Seller or Seller's agent in the form required by the Real Estate Transfer Tax Act of the State of Illinois. Unless exempt under the provisions of the Village's ordinance which imposes a

municipal transfer tax, Purchaser shall pay any local transfer tax that may be applicable to this transaction.

- (b) Under the Seller-Purchaser Lease, the Purchaser is obligated to pay all real estate taxes with respect to the Real Estate. As such, there shall be no tax proration credits given by Seller to Purchaser at the Closing hereunder, but the Seller shall refund to the Purchaser any real estate tax deposits held by Seller under the Seller-Purchaser Lease and not previously applied toward the payment of real estate taxes on the real estate.
- (c) With respect to the Seller-Purchaser Lease (i) prepaid rent under pertaining to periods after the date of Closing, (ii) any then-remaining balance of the Lessee's Security Deposit and (iii) other unused Lessee deposits then held by Seller under the Seller-Purchaser Lease shall be delivered to the Purchaser at the Closing.
- (d) Seller agrees to pay at the Closing (i) the Title Insurer's charge for the required Owner's Title Policy (including the cost imposed by the Title Insurer for issuing the extended coverage endorsement), (ii) the Title Insurer's charges to clear or insure over any unpermitted title exception; (iii) one-half of the escrow closing and New York Style closing fees charged by CTIC; (iv) any costs and expenses payable to any qualified intermediary, trustee or any other third parties (excluding Purchaser and its attorneys or advisors) related to the implementation of any tax-deferred exchange procedure requested by Seller; (v) the cost of the Survey; (vi) all State of Illinois and Cook County transfer taxes and (vii) all recording fees with respect to clearing Seller's title.
- (e) Purchaser agrees to pay (i) the Title Insurer's charge for any lender's loan title policy; (ii) one-half of the escrow closing and New York Style closing fees charged by CTIC; (iii) the cost of any other title insurance endorsements requested by Purchaser and not otherwise herein required to be provided by Seller (it being expressly understood that the refusal of the Title Insurer to issue same shall not be grounds for the Purchaser to terminate this Agreement or otherwise avoid or delay its obligation to close hereunder); and (iv) all recording charges with respect to the Deed and any other documents to be recorded at the request of Purchaser or its lender(s).

12. Reserved.

13. Damage. In the event that any of the improvements on the Real Estate are materially damaged by fire or other casualty prior to Closing then Purchaser may elect, by written notice to Seller (the "Paragraph 13 Notice") to either:

- (a) Terminate this Agreement whereupon the Seller-Purchaser Lease shall remain unaffected by such termination; or

- (b) Elect to proceed with the Closing, in which case (A) Seller shall assign to Purchaser Seller's rights to receive any and all insurance proceeds otherwise payable to Seller under the insurance policy provided by Lessee under the Seller-Purchaser Lease with respect to the damaged portions of the Real Estate, and (B) Purchaser shall take the Real Estate in its damaged, "as is" condition, and (C) Seller shall have no duty or obligation whatsoever to repair or restore same.

The Paragraph 13 Notice shall be given by Purchaser to Seller within 14 days following the date Seller notifies Purchaser of the occurrence of casualty damage to the Real Estate, and if Purchaser fails to give such Paragraph 13 Notice within said time it shall be conclusively presumed that Purchaser elected to terminate this Agreement.

14. Time: Time is of the essence of this Agreement.

15. Notice: All notices herein required shall be in writing and shall be served on the parties at the following addresses:

If to Seller: Village of Bartlett Illinois  
Attention: Paula Schumacher, Village Administrator  
228 S. Main Street  
Bartlett, IL 60103  
Email: [pschumacher@bartlett.il.gov](mailto:pschumacher@bartlett.il.gov)

With a copy to:  
Bryan Mraz Esq.  
Bryan E. Mraz & Associates, P.C  
111 Irving Park Rd  
Roselle Illinois 60172  
Email: [bem@mrazlaw.com](mailto:bem@mrazlaw.com)

If to Purchaser: Bartlett Automotive Mall LLC  
c/o Robert P. Loquercio  
1600 W Lake Street  
Streamwood, IL 601074  
Email: [bloquercio@blautogroup.com](mailto:bloquercio@blautogroup.com)

:

With a copy to:  
Peter C. Bazos, Esq.  
Bazos, Freeman, Schuster, & Pope, LLC  
1250 Larkin Avenue, Suite 100  
Elgin, Illinois 60123  
Email: [pbazos@freeman.com](mailto:pbazos@freeman.com) with copy to [nancy@bazosfreeman.com](mailto:nancy@bazosfreeman.com)

Any such notices may be sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered on the date of deposit, postage prepaid in the U.S. mail or (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered on the date of deposit with such courier or (c) by email transmission to the parties at the email addresses set forth above followed the same day with the mailing of a copy of such notice, by regular mail, to

the parties at the foregoing street addresses, in which case notice shall be deemed delivered upon the latter of electronic verification that transmission to the recipient was completed or date of deposit in the U.S. Mail, or (d) by personal delivery. The above addresses and email addresses may be changed by notice to the other party; provided that no notice of a change of street address or email address shall be effective until actual receipt of such notice. Notice on behalf of any party may be given by such party or its counsel.

16. Reserved

17. Choice of Law: This Agreement shall be governed by the laws of the State of Illinois.

18. Miscellaneous: If the date for Closing or performance of an obligation falls on a Saturday, Sunday or holiday, the date shall be deferred until the first business day following. No amendments, modifications or changes shall be binding upon a party unless set forth in a duly executed document.

19. Non-Foreign Affidavit: Seller shall provide Purchaser, on or before the Closing Date, with a non-foreign affidavit sufficient in form and substance to relieve Purchaser of any and all withholding obligations under federal law, which affidavit shall be substantially in a form reasonably acceptable to Purchaser.

20. Illinois Income Tax Withholding:

- (a) At least ten (10) days prior to the Closing, Seller shall have notified the Illinois Department of Revenue and Illinois Department of Employment Security (herein collectively referred to as the "Departments") of the intended sale and requested the Departments to make a determination as to whether the Seller has any liability for delinquent income taxes, unpaid Retailer's Occupation Taxes, or unpaid unemployment tax contributions for which Purchaser, as Transferee of the Real Estate, could or might be liable under the provisions of 35 ILCS 5/902d, 35 ILCS 120/5j and/or 820 ILCS 405/2600 (collectively the "Act").
- (b) Seller agrees that Purchaser may, at the Closing, deduct from the net sales proceeds that are otherwise due Seller and deposit into a customary joint order escrow established with Chicago Title Insurance Company a reasonable amount necessary to comply with the withholding requirements imposed by the Act.
- (c) Notwithstanding the foregoing, if on or before the Closing, Seller delivers or causes to be delivered to Purchaser stop orders issued by any of the Departments specifying the amount to be withheld by Purchaser under the Act, then only the amount so specified shall be withheld and deposited into the aforesaid escrow. Further, if any of the Departments issues a "release" letter or similar correspondence indicating that Purchaser is not required to withhold any portion of the Purchase Price under the Act or that no sums

have been found to be due and owing by Seller, then in either case there shall be no withholding.

- (d) Any sums withheld under the provisions of this Paragraph 20 shall:
  - (i) Be placed in an interest-bearing account, with all interest inuring to Sellers' benefit;
  - (ii) Be used for the payment of any sums that may be determined to be due and payable to the Department(s) under the Act, with the remainder thereof being refunded to Seller upon issuance by the Department(s) of a "release" letter to Purchaser.
- (e) Seller hereby agrees to forever indemnify, defend and hold Purchaser harmless from and against any and all transferee liability arising under the Act.

21. Broker: The Seller and Purchaser represent and warrant to each other that neither of them has used any real estate agent or broker in connection with this Agreement. Each of the parties agrees to indemnify the other from any claims or damages arising out of any breach of the representation made in this Paragraph 21.

22. Breach: Remedies: Termination:

- (a) If (i) this Agreement is breached by Purchaser or (ii) the Seller-Purchaser Lease is breached by the "Lessee" thereunder prior to the Closing hereunder (which shall, at the election of the Seller, be deemed to be a breach by Purchaser under this Real Estate Sale Agreement), and if such breach continues beyond any applicable cure period as stated herein and/or in the Seller-Purchaser Lease then, in either event, Seller may, as its sole and exclusive remedy, declare this Agreement null and void, in which case the Seller-Purchaser Lease shall remain in full force in accordance with its terms.
- (b) Subject to the provisions and limitations of Paragraph 22(e), if this Agreement is breached by Seller, then Purchaser may, as its sole and exclusive remedy either (i) declare this Agreement null and void, in which case the Seller-Purchaser Lease shall remain in full force in accordance with its terms, or (ii) Purchaser may seek specific performance of Seller's obligations hereunder and in such event, the Seller-Purchaser Lease shall remain in full force in accordance with its terms until the closing on the conveyance to Purchaser and the Seller shall be responsible for all of Purchaser's reasonable costs and expenses, including reasonable attorneys' fees.
- (c) If this Agreement is terminated other than by reason of the breach hereof by either party, then the Seller-Purchaser Lease shall remain in full force in accordance with its terms.

- (d) Neither Party shall be in breach hereunder for failure to observe any covenant or representation contained herein unless such failure continues for more than ten (10) business days following written notice thereof by the other Party to the Party allegedly in breach.,
- (e) If Purchaser closes with respect to the Real Estate after being notified or otherwise having actual knowledge of the breach or inaccuracy of any representation or warranty of the Seller made hereunder with respect to the Real Estate, whether or not knowing and intentional and whether or not occurring by reason of Seller's default, then unless the parties shall have thereafter entered into a written agreement otherwise dealing with such breach or default, Purchaser shall be conclusively deemed to have waived such matter and shall be barred from asserting any claim for damages or other legal or equitable relief with respect thereto.

23. Legal Fees: In any action or proceeding between the parties arising out of or in connection with this agreement or the breach or enforcement hereof, the party prevailing in such proceeding shall be entitled to recover his costs and expenses (including reasonable attorney's fees) from the non-prevailing party. In any such action, venue shall properly (although not exclusively) lie in the Circuit Court of Cook County, Illinois.

24. Authority to Execute: If Purchaser or Seller is other than a natural person (i.e., is an "entity") then such party hereby covenants that the execution of this Agreement and the performance of the transaction herein contemplated have been duly approved by all necessary action of the governing authority of the entity and that the party executing this Agreement on behalf of such entity is authorized to do so.

25. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the sale and purchase of the Real Estate. All previous and contemporaneous negotiations, understandings and agreements between the parties hereto, with respect to the transaction set forth herein, are merged in this instrument, which along fully and completely expresses the parties' rights and obligations.

26. Terms: As used herein, the terms (a) "person" shall mean an individual, a corporation, a partnership, a trust, an unincorporated organization or any agency or political subdivision thereof, (b) "including" shall mean including, without limiting the generality of the foregoing, and (c) the masculine shall include the feminine and the neuter.

27. Binding Effect and Survival: This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. No assignment of this Agreement shall relieve the assigning party of his/its/their obligations hereunder.

28. Captions: The captions of this Agreement are inserted for convenience of reference only and in no way define, described or limit the scope of intent of this Agreement or any of the provisions hereof.

29. Tax Free Exchange: Each party agrees that if directed to do so by the other, they will reasonably cooperate in accomplishing the Closing hereunder in a manner which will afford the requesting party tax-deferred, like-kind exchange treatment under Section 1031 of the Internal Revenue Code; provided that any and all costs associated therewith (over and above the normal costs of Purchaser hereunder) shall be paid by the requesting party.

30. Reserved.

31. Reserved.

32. As Is. It is hereby agreed that except as otherwise expressly set forth herein, (i) Seller has made no representations or warranties concerning the Physical Condition (as hereafter defined) of the Real Estate except as may be expressly contained in this Agreement and (ii) Purchaser has agreed to purchase the Real Estate in its "AS IS/ WHERE IS" condition. As such it is further agreed that except as otherwise expressly provided herein:

- (a) Except for any misrepresentation or breach of warranty by the Seller to the representations and or covenants contained herein, the Seller shall have no responsibility for the repair or replacement of, or for any response or corrective actions or remediation of any Physical Condition (as hereafter defined) at, on, under or about the Premises; and
- (b) The previously granted rights to the Lessee and the Purchaser of the right to conduct inspections and investigations of the Property are (i) in lieu of all representations or warranties concerning the environmental condition of the Premises other than those as set forth herein; and (ii) with the understanding and agreement of the Purchaser that if Purchaser proceeds to acquire the Premises pursuant to the terms hereof then, as of the closing, Purchaser will purchase the Premises in its "as is" condition with no direct recourse or direct rights of action against Seller.

For Purposes of this paragraph:

- (i) "Physical Condition" shall mean any condition or situations existing on, under, at or about the Premises, the groundwater, sub-surface water, and / or the underground soil and geologic condition thereunder, as of the date of the execution of this Agreement which (i) constitute any structural or mechanical defect in or with respect to the building, mechanical systems, site improvements or other improvements on the Real Estate or (ii) constitutes a violation of any State of Illinois or federal Environmental Law, regulation or ordinance and/or and which does or reasonably might form the basis of any public or private claim or cause of action for the clean-up or remediation as a result of the release, threatened release, migration or the existence of any contaminants, pollutants, toxic or hazardous substances or wastes, petroleum and petroleum by-products, crude oil or any fraction thereof, chemicals, wastes or substance (including, without limitation, regulated substances and hazardous

waste and hazardous substances as such terms as commonly used and understood within the framework of existing federal and Illinois Environmental Laws and regulations).

- (ii) "Premises" shall mean the Real Estate described in this Agreement together with the subsoils, geologic formations and groundwater thereunder.
- (iii) "Environmental Law" shall mean any federal or State of Illinois law, statute, regulation, rule, order, decree, judgment or direction concerning environmental protection or health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act, as amended, the Toxic Substances Control Act, as amended, and the Illinois Environmental Protection Act, as amended.
- (iv) "Seller" shall mean the party designated herein and such party's successors, assigns, and grantees, and if such party is an entity, then additionally such party's officers, employees, agents, partners, shareholders, directors, officers, members and/or managers.

33. Closing Conditions.

- (a) Purchaser's obligation to proceed to Closing hereunder is expressly subject to the fulfillment, as of the Closing of the following conditions precedent, any one or more of which Purchaser may, in its sole discretion, elect in writing to waive. If any one or more of the conditions enumerated in this Paragraph 33 is not fulfilled or waived as of the Closing then, except as may otherwise be expressly provided herein, the Purchaser shall have the right, as its sole remedy, to declare this Agreement terminated, null and void. In the event of such termination of this Agreement pursuant to this paragraph, Seller-Purchaser Lease shall remain in full force and effect.
  - (i) Title Policy. The Title Insurer shall be prepared to issue to Purchaser the required Owner's Policy.
  - (ii) Seller Deliveries. Seller shall have delivered all of the documents and other items required pursuant to Paragraph 4(c) and shall have performed all other covenants, undertakings and obligations required by this Agreement to be performed or complied with by Seller at or prior to Closing.
  - (iii) No Eminent Domain Proceeding. No eminent domain proceedings not otherwise disclosed to Purchaser during the Inspection Period shall be pending with respect to any portion of the Real Estate as of the Closing.

- (iv) No Prior Termination. Purchaser shall not have properly exercised any other right to terminate this Agreement as expressly provided herein.
- (b) Seller's obligation to proceed to Closing hereunder is expressly subject to the fulfillment, as of the Closing of the following conditions precedent, any one or more of which Seller may, in its sole discretion, elect in writing to waive. If any one or more of the conditions enumerated in this Paragraph 33 is not fulfilled or waived as of the Closing then, except as may otherwise be expressly provided herein, the Seller shall have the right, as its sole remedy, to declare this Agreement terminated, null and void.
  - (i) Purchaser Deliveries. Purchaser shall have delivered all of the documents and other items required pursuant to Paragraph 4(d) and shall have performed all other covenants, undertakings and obligations required by this Agreement to be performed or complied with by Purchaser at or prior to Closing; and
  - (ii) Lease Performance. The Lessee under the Seller-Purchaser Lease shall have remained in full compliance with all of its covenants and obligations thereunder to and through the Closing hereunder.

34. Joint Preparation. This Agreement is and shall be deemed and construed to be the joint and collective work product of Purchaser and Seller and, as such, this Agreement shall not be construed against either party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict in terms or provisions, if any, contained herein.

35. Acceptance: Acceptance Date. Because this Agreement is ancillary to the Seller-Purchaser Lease, the "Acceptance Date" of this Agreement shall be the date as of which the Purchaser has delivered to Seller a duplicate originals of this Agreement in compliance with the Seller-Purchaser Lease.

36. Counterparts. This Agreement may be executed in multiple counterparts, all of which, together, shall constitute one and the same agreement. Further, photocopies, facsimile transmissions and other reproductions of this Agreement and / or the signatures hereon shall be the equivalent of originals.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Sale Agreement as of the day first above written.

**SELLER:**

Village of Bartlett, Illinois

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

Name: Kevin Wallace

Title: Village President

Attest:

\_\_\_\_\_  
Name: Lorna Giles

Title: Village Clerk

**PURCHASER:**

Bartlett Automotive Mall LLC

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

Name: Robert P. Loquercio

Title: Manager

Exhibit A  
Legal Description

LEGAL DESCRIPTION

PARCEL 1:  
THAT PART OF THE EAST 1/2 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 28 THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 28, A DISTANCE OF 1197.24 FEET, THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 73.92 FEET THENCE SOUTH 76 DEGREES 41 MINUTES EAST, A DISTANCE OF 601.56 FEET FOR THE POINT OF BEGINNING, THENCE SOUTH 0 DEGREES 14 MINUTES EAST, A DISTANCE OF 375.79 FEET, THENCE SOUTH 85 DEGREES 20 MINUTES EAST A DISTANCE OF 380.0 FEET, THENCE NORTH 0 DEGREES 14 MINUTES WEST A DISTANCE OF 264.20 FEET TO THE CENTER LINE OF THE CONNECTING ROAD BETWEEN U. S. ROUTE 20 AND STATE ROUTE 58, THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CENTER LINE BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 281.9 FEET A DISTANCE OF 287.9 FEET TO THE SOUTHERLY LINE OF U. S. ROUTE 20, THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2342.01 FEET, A DISTANCE OF 312.80 FEET THENCE SOUTH 0 DEGREES 14 MINUTES EAST, A DISTANCE OF 224.21 FEET THENCE NORTH 76 DEGREES 41 MINUTES WEST, A DISTANCE OF 3.0 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM THAT PART OF THE AFOREDESCRIBED PROPERTY LYING WITHIN THE RIGHT OF WAY OF THE CONNECTING ROAD BETWEEN U. S. 20 AND ROUTE 58, BEING SITUATED IN HANOVER TOWNSHIP, IN COOK COUNTY, ILLINOIS



EXCEPT THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28 AND RUNNING THENCE ON AN ILLINOIS STATE PLANE COORDINATE SYSTEM, 1927 DATUM, EAST ZONE GRID BEARING OF SOUTH 0 DEGREES 08 MINUTES 38 SECONDS EAST ON THE WEST LINE OF SAID NORTHEAST 1/4 2662.50 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH 88 DEGREES 41 MINUTES 08 SECONDS EAST ON THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 28 A DISTANCE OF 1788.60 FEET TO THE SOUTHWESTERLY LINE OF U. S. ROUTE 20, SAID POINT BEING ON A 2296.05 FOOT RADIUS CURVE THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 21 DEGREES 17 MINUTES 07 SECONDS EAST FROM SAID POINT; THENCE SOUTHEASTERLY ALONG SAID CURVE 263.98 FEET CENTRAL ANGLE 8 DEGREES 35 MINUTES 15 SECONDS TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 38.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 85 DEGREES 56 MINUTES 41 SECONDS 54.00 FEET TO A POINT OF REVERSE CURVATURE (SAID POINT OF REVERSE CURVATURE BEING ON THE WESTERLY LINE OF THE CONNECTING ROAD BETWEEN U. S. 20 AND STATE ROUTE 58) THENCE (THE FOLLOWING 2 COURSES BEING ALONG THE WESTERLY LINE OF SAID CONNECTING ROAD) ALONG A 299.72 FOOT RADIUS CURVE CONCAVE TO THE EAST, CENTRAL ANGLE 21 DEGREES 38 MINUTES 31 SECONDS 113.30 FEET TO THE POINT OF BEGINNING, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 78 DEGREES 59 MINUTES 03 SECONDS EAST FROM SAID POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE 197.92 FEET, CENTRAL ANGLE 37 DEGREES 50 MINUTES 06 SECONDS; THENCE SOUTH 10 DEGREES 22 MINUTES 38 SECONDS EAST 224.28 FEET; THENCE NORTH 85 DEGREES 28 MINUTES 38 SECONDS WEST 16.30 FEET TO A POINT ON A 300.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 67 DEGREES 36 MINUTES 10 SECONDS EAST FROM SAID POINT; THENCE NORTHERLY ALONG SAID CURVE 59.59 FEET, CENTRAL ANGLE 11 DEGREES 22 MINUTES 53 SECONDS; THENCE NORTH 11 DEGREES 00 MINUTES 57 SECONDS WEST ALONG TANGENT 340.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE EAST 1/2 OF SECTION 28, TOWNSHIP 41, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 28; THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 1197.24; THENCE SOUTH 0 DEGREES 43 MINUTES WEST A DISTANCE OF 73.90 FEET; THENCE SOUTH 76 DEGREES 41 MINUTES EAST, A DISTANCE OF 81.98 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTH 0 DEGREES 43 MINUTES WEST, A DISTANCE OF 454.01 FEET; THENCE SOUTH 85 DEGREES 20 MINUTES EAST A DISTANCE OF 514.60 FEET; THENCE NORTH 0 DEGREES 14 MINUTES WEST A DISTANCE OF 375.79 FEET; THENCE SOUTH 76 DEGREES 41 MINUTES EAST, A DISTANCE OF 3.0 FEET; THENCE NORTH 0 DEGREES 14 MINUTES WEST, A DISTANCE OF 278.08 FEET TO THE CENTER LINE OF U. S. ROUTE 20; THENCE NORTHWESTERLY ALONG SAID CENTER LINE BEING ALONG A CURVE TO THE RIGHT, A DISTANCE OF 81.8 FEET; THENCE NORTH 84 DEGREES 53 MINUTES WEST ALONG SAID CENTER LINE, A DISTANCE OF 285.50 FEET; THENCE SOUTH 0 DEGREES 43 MINUTES WEST, A DISTANCE OF 82.48 FEET TO THE PLACE OF BEGINNING; (EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES) IN COOK COUNTY, ILLINOIS

Commonly known as: 1105 West lake Street, Bartlett, Illinois, being the approximate 10.6123 acre parcel of land bearing Cook County Tax Parcel Identification Number 06-28-204-002-0000; 06-28-400-014-0000; 06-28-400-016-0000, 06-28-400-018-0000; and 06-28-400-019-0000, located slightly west of the southwest corner of Illinois Route 20 and Illinois Route 59 intersection, Bartlett, IL

**EXHIBIT B**

Additional Permitted Title Exceptions

1. The Seller-Purchaser Lease;
2. The East Property PUD Ordinance (as defined in the Seller-Purchaser Lease);
3. Non-delinquent general real estate taxes;
4. Matters suffered or created by (i) Purchaser or (ii) the Specified Dealership;
5. The Restrictive Covenant
6. Exceptions H, I, J, K, M, O, P, on Schedule B, Part II of the 2021 Title Commitment.

**EXHIBIT 4  
MEMORANDUM OF LEASE**

**THIS DOCUMENT PREPARED BY** )  
**AND AFTER RECORDING RETURN** )  
**TO:** )  
)  
)  
)  
)  
Peter C. Bazos, Esq. )  
1250 Larkin Avenue )  
Suite 100 )  
Elgin, IL 60123 )  
(847)742-8800 )  
)  
)  
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**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** (the ‘Memorandum’) is made as of the 16<sup>th</sup> day of November, 2021 between The Village of Bartlett, Illinois, an Illinois municipal corporation (“**Lessor**”) and Bartlett Automotive Mall LLC, an Illinois limited liability company (“**Lessee**”).

**RECITALS:**

A. Lessor and Lessee have entered into that certain Vacant Land Lease dated November 16, 2021 covering certain premises (the “Premises”) in the building located on that certain real property (the “**Property**”) commonly known 1105 West Lake Street, Bartlett, Illinois, being the approximate 10.6123 acre parcel of land bearing Cook County Tax Parcel Identification Number 06-28-204-002-0000; 06-28-400-014-0000; 06-28-400-016-0000, 06-28-400-018-0000; and 06-28-400-019-0000, located slightly west of the southwest corner of Illinois Route 20 and Illinois Route 59 intersection, commonly referred to as the former “Groh Camper & Knaak Property”, Bartlett, Illinois, 60103, and more particularly described on Exhibit A attached hereto and made a part hereof (said Vacant Land Lease, together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, are collectively the “**Lease**”).

B. The parties desire to provide notice of the Lease to third parties by recording this Memorandum.

**NOW, THEREFORE**, in consideration of the Premises and of the sum of One Dollar (\$1.00) by each party in hand paid to the other, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Lease. Lessor, for and in consideration of the rents reserved in the Lease and of the covenants and agreements therein contained on the part of Lessee to be kept, observed and performed, does by these presents, lease to Lessee, and Lessee hereby leases from Lessor, the Premises described in the Lease, for the Rent and Term as set forth in the Lease and subject to all other terms and conditions set forth in the Lease.

2. Term. The Initial Term of the Lease shall commence on or about December 22, 2021 and shall end on December 31, 2031, subject to certain renewal options, unless sooner terminated or extended as set forth in the Lease.

3. Option to Purchase. Under the terms of the Lease, the Lessee has an option to purchase the Property on the terms and conditions set forth therein

4. Incorporation of Lease. All of the terms, covenants, conditions and agreements in the Lease are hereby incorporated herein by this reference. Lessor and Lessee agree to observe, conform to, and comply with all of the terms, covenants, conditions and agreements so incorporated herein. The execution, delivery and recording of this Memorandum is not intended to and shall not change, modify, amend or enlarge the Lease but is intended to provide a record of the leasehold interests and additional rights in the Premises of Lessor and Lessee, respectively, pursuant to this Memorandum and the Lease.

5. Binding Effect. This Memorandum shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

6. Recording. The parties hereto agree that this Memorandum shall be recorded in the public records of the county in which the Property is located.

7. Counterparts. This Memorandum may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Memorandum.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this document as of the day and year first above written.

**LESSOR:**

Village of Bartlett, Illinois

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

Name: Kevin Wallace,

Title: Village President

Attest:

\_\_\_\_\_  
Name: Lorna Giles

Title: Village Clerk

**LESSEE:**

Bartlett Automotive Mall LLC

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

Name: Robert P. Loquercio

Title: Manager

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

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT that Kevin Wallace, personally known to me to be the Village President of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and Lorna Giless, personally known to me to be the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk of said Village of Bartlett, executed this instrument and caused the corporate seal of said Village to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of November, 2021.

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

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK        )  
  )        ss.

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert P. Loquercio, personally known to me to a manager of Bartlett Automotive Mall LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to proper authority given by said Bartlett Automotive Mall LLC as his free and voluntary act, and as the free and voluntary act and deed of Bartlett Automotive Mall LLC for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of November, 2021.

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

## EXHIBIT A

### LEGAL DESCRIPTION

#### LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE EAST 1/2 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 28 THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 28, A DISTANCE OF 1197.24 FEET, THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 73.92 FEET THENCE SOUTH 76 DEGREES 41 MINUTES EAST, A DISTANCE OF 601.56 FEET FOR THE POINT OF BEGINNING, THENCE SOUTH 0 DEGREES 14 MINUTES EAST, A DISTANCE OF 375.79 FEET, THENCE SOUTH 85 DEGREES 20 MINUTES EAST A DISTANCE OF 360.0 FEET, THENCE NORTH 0 DEGREES 14 MINUTES WEST A DISTANCE OF 264.20 FEET TO THE CENTER LINE OF THE CONNECTING ROAD BETWEEN U. S. ROUTE 20 AND STATE ROUTE 58, THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CENTER LINE BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 281.9 FEET A DISTANCE OF 287.9 FEET TO THE SOUTHERLY LINE OF U. S. ROUTE 20, THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2342.01 FEET, A DISTANCE OF 312.80 FEET THENCE SOUTH 0 DEGREES 14 MINUTES EAST, A DISTANCE OF 224.21 FEET, THENCE NORTH 76 DEGREES 41 MINUTES WEST, A DISTANCE OF 3.0 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM THAT PART OF THE AFOREDESCRIBED PROPERTY LYING WITHIN THE RIGHT OF WAY OF THE CONNECTING ROAD BETWEEN U. S. 20 AND ROUTE 58, BEING SITUATED IN HANOVER TOWNSHIP, IN COOK COUNTY, ILLINOIS

EXCEPT THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28 AND RUNNING THENCE ON AN ILLINOIS STATE PLANE COORDINATE SYSTEM, 1927 DATUM EAST ZONE GRID BEARING OF SOUTH 0 DEGREES 06 MINUTES 38 SECONDS EAST ON THE WEST LINE OF SAID NORTHEAST 1/4 2562.50 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH 68 DEGREES 41 MINUTES 08 SECONDS EAST ON THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 28 A DISTANCE OF 1768.60 FEET TO THE SOUTHWESTERLY LINE OF U. S. ROUTE 20 SAID POINT BEING ON A 2296.05 FOOT RADIUS CURVE THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 21 DEGREES 17 MINUTES 07 SECONDS EAST FROM SAID POINT; THENCE SOUTHEASTERLY ALONG SAID CURVE 263.98 FEET CENTRAL ANGLE 8 DEGREES 35 MINUTES 15 SECONDS TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 38.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 85 DEGREES 56 MINUTES 41 SECONDS 54.00 FEET TO A POINT OF REVERSE CURVATURE (SAID POINT OF REVERSE CURVATURE BEING ON THE WESTERLY LINE OF THE CONNECTING ROAD BETWEEN U. S. 20 AND STATE ROUTE 58) THENCE (THE FOLLOWING 2 COURSES BEING ALONG THE WESTERLY LINE OF SAID CONNECTING ROAD) ALONG A 299.72 FOOT RADIUS CURVE CONCAVE TO THE EAST, CENTRAL ANGLE 21 DEGREES 39 MINUTES 31 SECONDS 113.30 FEET TO THE POINT OF BEGINNING, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 78 DEGREES 59 MINUTES 03 SECONDS EAST FROM SAID POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE 197.92 FEET, CENTRAL ANGLE 37 DEGREES 50 MINUTES 08 SECONDS; THENCE SOUTH 10 DEGREES 22 MINUTES 38 SECONDS EAST 224.28 FEET; THENCE NORTH 85 DEGREES 28 MINUTES 38 SECONDS WEST 16.30 FEET TO A POINT ON A 300.00 FOOT RADIUS CURVE THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 67 DEGREES 36 MINUTES 10 SECONDS EAST FROM SAID POINT; THENCE NORTHERLY ALONG SAID CURVE 59.59 FEET, CENTRAL ANGLE 11 DEGREES 22 MINUTES 53 SECONDS; THENCE NORTH 11 DEGREES 00 MINUTES 57 SECONDS WEST ALONG TANGENT 340.71 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF THE EAST 1/2 OF SECTION 28, TOWNSHIP 41, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 28; THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28 A DISTANCE OF 1197.24; THENCE SOUTH 0 DEGREES 43 MINUTES WEST A DISTANCE OF 73.90 FEET; THENCE SOUTH 76 DEGREES 41 MINUTES EAST, A DISTANCE OF 81.98 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTH 0 DEGREES 43 MINUTES WEST, A DISTANCE OF 454.01 FEET; THENCE SOUTH 85 DEGREES 20 MINUTES EAST A DISTANCE OF 514.60 FEET; THENCE NORTH 0 DEGREES 14 MINUTES WEST A DISTANCE OF 375.79 FEET; THENCE SOUTH 76 DEGREES 41 MINUTES EAST, A DISTANCE OF 3.0 FEET; THENCE NORTH 0 DEGREES 14 MINUTES WEST A DISTANCE OF 278.08 FEET TO THE CENTER LINE OF U. S. ROUTE 20; THENCE NORTHWESTERLY ALONG SAID CENTER LINE BEING ALONG A CURVE TO THE RIGHT, A DISTANCE OF 81.8 FEET; THENCE NORTH 64 DEGREES 53 MINUTES WEST ALONG SAID CENTER LINE, A DISTANCE OF 285.50 FEET; THENCE SOUTH 0 DEGREES 43 MINUTES WEST, A DISTANCE OF 82.48 FEET TO THE PLACE OF BEGINNING; (EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES) IN COOK COUNTY, ILLINOIS



Commonly known as: 1105 West Lake Street, Bartlett, Illinois, being the approximate 10.6123 acre parcel of land bearing Cook County Tax Parcel Identification Number 06-28-204-002-0000; 06-28-400-014-0000; 06-28-400-016-0000, 06-28-400-018-0000; and 06-28-400-019-0000, located slightly west of the southwest corner of Illinois Route 20 and Illinois Route 59 intersection, Bartlett, Illinois





## Village of Bartlett Finance Department Memo 21-18

**DATE:** November 2, 2021

**TO:** Paula Schumacher, Village Administrator

**FROM:** Chris Hostetler, IT Coordinator

**SUBJECT:** Computer Replacement Program Purchase

In December 1999 the Village Board adopted the village-wide Information Technology Plan. In the Plan, the Village approved the concept of implementing a replacement program for its computer inventory. The 2021-2022 fiscal year budget contains \$57,200 for the purchase of desktop computers to replace some of the Village's oldest, least powerful, computers. All of the computers being replaced are at least 4 years old. The Village had been on a 3-year replacement cycle until 2012 when the annual purchase was deferred. Since then, the Village has been on a 4-year replacement cycle.

New monitors are also included in this year's budget. We normally do not replace monitors each time we replace computers. However, some applications, such as the Village's ERP software, no longer display correctly on older monitors because the resolution required by the software is not supported by the monitors.

Computer manufacturers are, for the most part, unwilling to respond to bids or even RFP's unless you are a state government or very large city. Rather, most allow you to purchase under an existing government pricing program. All of the manufacturers have set up sections of their company to deal just with state and local governments and offer pricing accordingly. The Village of Bartlett is fortunate enough to be able to take advantage of joint purchasing through the State of Illinois and the Midwest Higher Education Compact (MHEC). The State of Illinois Joint Purchasing Act permits local governments to participate in these joint purchasing opportunities without repeating the bidding process.

The Village has standardized on business desktop computers from Dell Since 2001. Dell has consistently offered an excellent product and their support is superior to other manufacturers. Support and quick replacement of parts is very important for minimizing the impact of hardware failures on employees.

Dell desktop computers are available through joint purchase with Midwest Higher Education Compact. The Midwest Higher Education Compact is a compact of twelve states, including Illinois, whose mission includes cost savings for members through joint purchasing.

Staff recommends the purchase of 52 desktop computers and monitors from Dell for a total amount not to exceed \$55,701.

**MOTION:**

To approve the purchase of 52 computers and monitors from Dell through the Midwest Higher Education Compact Bid obtained by the State of Illinois in an amount not to exceed \$55,701.



# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** 11/11/2021  
**Re:** Liquor License Creation Class A

---

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

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

## **Motion**

I move to approve Ordinance 2021-\_\_\_\_ an Ordinance Creating a Class A Liquor License.



**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:            November 16, 2021**

**APPROVED:        November 16, 2021**

---

Kevin Wallace, Village President

**ATTEST:**

---

Lorna Giles, Village Clerk

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

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

---

Lorna Giles, Village Clerk



# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** 11/11/2021  
**Re:** Class A Liquor License Request- Cheo's House Mexican Bar and Grill

---

Attached for your consideration is a Liquor License application submitted by Cheo's House Mexican Bar and Grill, 161 E. Lake St., Bartlett, IL. 60103

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

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

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

## Motion

I move to approve the Class A Liquor License application submitted by Cheo's House Mexican Bar and Grill.

\$ 250 - application fee  
Pd Credit

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



### LIQUOR LICENSE APPLICATION

Date: 11/10/21

Class of License: A

License Fee: 1,250

1. Business Name: CHEO HOME OF MEXICAN GRILL AND BAR CORP
2. Business Address: 161 E. LAKE ST, BARTLETT, IL 60103
3. Telephone Number: ~~630-540-5547~~ 630-656-0933
4. Contact Name: DORA CASTANA ROBERTO CASTANA
5. Email Address: ROBERTO.CASTANA993@gmail.com
6. Registered Corporate Name: \_\_\_\_\_
7. Date of Incorporation: 9/01/2021 State of Incorporation: IL
8. Retailer Occupational/Sales Tax Number: \_\_\_\_\_
9. State principal kind of business: RESTAURANT / BAR
10. Description of premises or portion thereof sought to be licensed: LIQUOR SALES IN BAR AND DENNIG AREA
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: 60

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

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

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

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

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

If so, give:

Name and Address of Lessor:

GB Management, Inc., In Do Kim + Sook young Kim

1101 E Lake Street Bartlett IL 60123

Period covered by lease:

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

**Attach copy of signed lease**

15. Specify the value of goods, wares, and merchandise now on hand: 120,000

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

If so,

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

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

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

18. Is the applicant engaged in the manufacture of alcoholic liquors? NO  
If so, at what location: \_\_\_\_\_

19. Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors? NO  
If so, at what location: \_\_\_\_\_

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

If so, give,  
Name: \_\_\_\_\_  
Date of the offense: \_\_\_\_\_  
Nature of the Offense: \_\_\_\_\_  
Disposition of said conviction: \_\_\_\_\_

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

If so, give,  
Name: \_\_\_\_\_  
Date of the offense: \_\_\_\_\_  
Disposition of said conviction: \_\_\_\_\_

22. Please complete the appropriate section for your business

**1. Corporation:**

a. List name and address of each Director

Name	Address
Dora Cabrera	[REDACTED]
Roberto Cabrera	[REDACTED]

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

Name & Title	Address	Title
DORA CABRERA - PRES	[REDACTED]	PRES
ROBERTO CABRERA VP & TREAS	[REDACTED]	VP/TREAS

c. List the total number of issued shares of common stock of the corporation 100  
List the name and address of each shareholder and number of shares owned

Name	Address	#Shares
DORA Cabrera	[REDACTED]	99
ROBERTO Cabrera	[REDACTED]	91

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
_____	_____
_____	_____
_____	_____
_____	_____

b. List name and address of all members:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

### 3. Partnership

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

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

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: ROBERTO CASRECA

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?

BAR MANAGER

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

If so, Where: 228 S. main Bartlett IL 60103 When: 9/29/2021

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.

DORA CABRERA President\*  
Signature

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

Subscribed and sworn to by Dora Cabrera  
before me this 25<sup>th</sup> day of October, 2022

[Signature]  
Notary Public



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

STATEMENT OF LIQUOR MANAGER

1. Business Name: Roberto Cabrera

Business Address: 1161 E. Lake Street Bartlett IL 60123

2. Name of Liquor Manager: Roberto Cabrera

Residence Address: [REDACTED]

How long have you resided at this residence: Since 2008.  
(If less than one year, list previous residence address)

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

Social Security Number: [REDACTED]

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

Telephone Numbers:

Home: 630-540-8841

Business: Cheo House of Mexican Grill + Bar Corp.

Email Address: cheohousemexgrill@gmail.com

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

If so, Where: Bartlett police station

When: 9/28/2021

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: \_\_\_\_\_

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: \_\_\_\_\_

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

8. Has any license previously issued to you by Federal, State or Local authorities been revoked: \_\_\_\_\_

If so, give,  
Date: \_\_\_\_\_  
Reason for revocation: \_\_\_\_\_

9. In what capacity are you employed by the applicant: yes - Bar manager

10. Give name of person who appointed you in your present capacity:  
Name: Dora Cabrera  
Date of appointment: 10/11/2021

11. List employer for past five year:  
Name: Mago Grill  
Address: 115 W. Campbell St. Arlington Heights 60005  
Manager's name: Dora Cabrera  
Employment type: Manager

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:

bartender

---

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: 50 hrs.

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

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

AFFIDAVIT

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

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

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

Roberto Cabrera  
Signature of Manager or Agent

Subscribed and sworn to by Roberto Cabrera  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

[Signature]  
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, \_\_\_\_\_ 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.

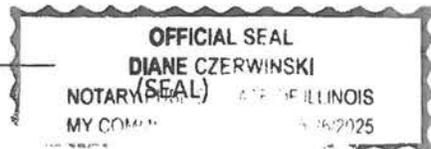
Roberto Cabrera

Signature of Applicant

Subscribed and sworn to by Roberto Cabrera  
before me this 26<sup>th</sup> day of October, 2021



Notary Public







P.O. BOX 3967 PEORIA, IL 61612-3967  
 P: (800)645-2402 E: asksurety@rlicorp.com  
 RLISURETY.COM

# LICENSE AND PERMIT BOND

Bond No. LSM1565830

KNOW ALL MEN BY THESE PRESENTS:

That we, CHEO HOUSE OF MEXICAN GRILL AND BAR CORP  
161 EAST LAKE STREET  
Bartlett, IL 60103

as Principal, and the RLI Insurance Company, a corporation duly licensed to do business in the state of Illinois, as Surety, are held and firmly bound unto the Village of Bartlett, State of Illinois, Oblige, in the penal sum of Five Thousand and 00/100 (\$ 5,000.00) DOLLARS, lawful money of the United States, to be paid to the said Oblige, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been licensed as a(n) EATERY WITH LIQUOR by the Oblige.

NOW, THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect for a period commencing on the 8th day of October, 2021, and ending on the 8th day of October, 2022.

This bond may be terminated at any time by the Surety upon sending written notice to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, addressed to them at their first known address, and at the expiration of thirty (30) days from the mailing of said notice, or as soon thereafter as permitted by applicable law, whichever is later, this bond shall terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 8th day of October, 2021.

Principal  
 (Individual, Partner or Corporate Officer)



RLI Insurance Company

By B. W. Davis  
 Barton W. Davis Vice President

# POWER OF ATTORNEY

## RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

**Know All Men by These Presents:**

Bond No. LSM1565830

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as its true and lawful Agent and Vice President with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, for the following described bond.

Principal: CHEO HOUSE OF MEXICAN GRILL AND BAR CORP

Obligee: Village of Bartlett

Type Bond: EATERY WITH LIQUOR

Bond Amount: \$ 5,000.00

Effective Date: October 8, 2021

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 8th day of October, 2021.



RLI Insurance Company

By: B. W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

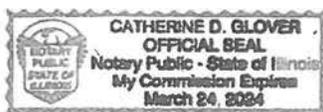
### CERTIFICATE

On this 8th day of October, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 8th day of October, 2021.

By: Catherine D. Glover  
Catherine D. Glover Notary Public

RLI Insurance Company  
By: Jeffrey D. Dick  
Jeffrey D. Dick Corporate Secretary



## ASSIGNMENT

THIS ASSIGNMENT, is made this 29th day of October 2021, by and between Delfino Bello, hereinafter called "Assignor", Cheo House of Mexican Grill and Bar Corp., hereinafter called "Assignee", Dora Cabrera, hereinafter called "Guarantor" and GB Property Management, Inc., hereinafter called "Landlord".

## RECITALS

WHEREAS, Assignor and Landlord are parties to a certain lease agreement dated June 23, 1993, as assigned and amended, hereinafter called the "Lease" for the certain premises commonly known as 161 E. Lake St., Bartlett, IL, as further described in the Lease, hereinafter called the "Premises".

WHEREAS, Assignor desires to sell Assignor's business assets which include an assignment his rights, title and interest in the Lease and the Premises to Assignee and Assignee desires to accept an assignment of same from Assignor based on the terms and conditions of a separate agreement.

WHEREAS, Assignee and Assignor, based on the terms of the Lease, require Landlord's consent to assign the Lease.

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 Assignor and Assignee completing their transaction for the sale of Assignor's business assets as described above and providing written acknowledgement thereof to Landlord, this Assignment shall become effective, hereinafter called the "Effective Date".
2. Assignor, Assignee and any other person or entity related thereto, 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. Notwithstanding, Assignor will have no further obligation to guaranty the performance of the terms and conditions of the Lease upon the later of the Effective Date and the date that Assignee executes the Guaranty attached hereto as Exhibit A.

3. Upon the Effective Date, the address for notices to Tenant shall be modified as follows:

Cheo House of Mexican Grill and Bar Corp.  
c/o Dora Cabrera, President  
2351 Discovery Dr., Apt B  
Schuamburg, IL 60194

4. As a material consideration to Landlord for agreeing to the terms of the Assignment, Guarantor (Dora Cabrera) hereby agrees 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. The term of the Lease currently expires on May 31, 2022. Tenant and Landlord hereby agree to extend the term to May 31, 2024. Minimum Rent for the extended term shall be as follows:

June 1, 2022 to May 31, 2023 - \$2,356.00 per month.  
June 1, 2023 to May 31, 2024 - \$2,426.68 per month.

6. Section 6B of the Lease is hereby modified as follows:

Tenant shall be responsible for paying as of June 1, 2022, as Additional Rent, for Taxes and CAM as described below:

**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.

Tenant to pay Taxes. Commencing on June 1, 2022 and extending throughout the remainder of the Term or any extensions, Tenant shall pay Tenant's proportionate share (8.6%) of the Taxes that accrue against the Property as Additional Rent. The applicable real estate tax bills for the Property's Taxes are 06-26-302-012-0000 and 06-26-302-013-0000.

**Common Area Maintenance (CAM)**

(a) Commencing on June 1, 2022 and extending throughout the remainder of the Term or any extensions, Tenant will pay to Landlord Tenant's proportionate share (8.6%) of the Property's Common Area Maintenance costs, hereinafter called "CAM", as hereinafter defined.

(b) CAM shall mean the total cost and expense incurred in operating and maintaining the Common Facilities of the Property, 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 and loss of rent insurance, repairs, roof repairs, any painting including line painting of the parking areas, lighting, sanitary control, removal of snow and ice, trash rubbish, garbage and other refuse, any cost required to comply with any requirements of all county, municipal, state, federal or other applicable governmental authorities, now in force or which may hereinafter be in force, and Landlord's administrative, management and overhead costs. "Common Facilities" means all areas, space, equipment and services provided by Landlord for the common or joint use and benefit of the occupants of the Property, their employees, agents, servants, customers and other invitees, including without limitation parking areas, access roads, driveways, retaining walls, landscaped areas, truck service ways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks, comfort and first aid stations, washrooms, the nonstructural components of the building containing the Premises and parcel pickup stations.

Estimates of Additional Rent: In order to provide for current payments of Additional Rent, Landlord will give Tenant, prior to June 1, 2022 and from time to time during the Term thereafter, 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 June 1, 2022, 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 Minimum 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 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.

7. The parties herein hereby agree that the \$3,600.00 security deposit being held by Landlord is assigned from Assignor to Assignee upon the Effective Date of this Assignment.

Signature page to follow.

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

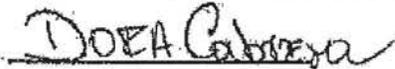
ASSIGNOR: DELFINO BELLO



BY: Delfino Bello

DATED: 11-1-21

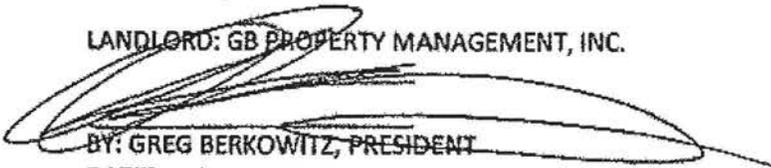
ASSIGNEE: CHEO HOUSE OF MEXICAN GRILL AND BAR CORP.



BY: Dora Cabrera, President

DATED: 11-1-21

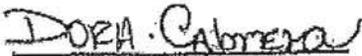
LANDLORD: GB PROPERTY MANAGEMENT, INC.



BY: GREG BERKOWITZ, PRESIDENT

DATED: 11-1-21

GUARANTOR: DORA CABRERA



BY: DORA CABRERA

DATED: 11-1-21

## 2nd AMENDMENT TO LEASE

THIS 2nd AMENDMENT TO LEASE, hereinafter called the "2nd Amendment", is made this 24<sup>th</sup> day of May, 2021, by and between Defino Bello, as assigned, hereinafter called "Tenant" and GB Property Management, Inc., as assigned, hereinafter called "Landlord".

### RECITALS

WHEREAS, Tenant and Landlord are parties to a certain lease agreement dated June 23, 1993, hereinafter called the "Lease" for the certain premises commonly known as 161 E. Lake St., Bartlett, IL, as further described in the Lease, hereinafter called the "Premises".

WHEREAS, Tenant and Landlord desire to extend the Term of the Lease as detailed below.

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:

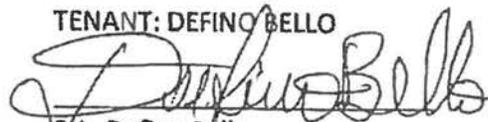
1. The Term of the Lease expires on May 31, 2021.
2. Tenant and Landlord hereby agree that the Term is extended until May 31, 2022.
3. Tenant and Landlord hereby agree that the Base Rent for the extended term shall be as follows:

June 1, 2021 through August 31, 2021 - \$3,000.00 per month  
September 1, 2021 to May 31, 2022 - \$4,000.00 per month  
The payment of real estate taxes, insurance, and common area maintenance will abate through May 31, 2022.

4. All past due Base Rent and any and all additional rent and other sums due from Tenant to Landlord under the Lease, as of May 31, 2021, including, but not limited to, real estate taxes, insurance, and common area maintenance, shall be forgiven and waived by Landlord.
5. This Amendment shall be binding upon and enforceable against, and shall inure to the benefit of, the parties and their respective legal representatives, successor and assigns.
6. All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this 2<sup>nd</sup> Amendment as of the day and year written below, defined as the "Effective Date".

TENANT: DEFINO BELLO



BY: Defino Bello  
DATED:

LANDLORD: GB PROPERTY MANAGEMENT, INC.



BY: GREG BERKOWITZ, PRESIDENT  
DATED: 8-29-21

SHOPPING CENTER LEASENAME OF CENTER: Oakfield Shopping Center

1. Parties. This Lease, dated 6-23-93, is made by and between MIDWAY ENTERPRISE (herein called "Landlord") and PEDRO DE CARA (herein called "Tenant").

2. Premises. Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord that certain space (herein called "Premises") in the Oakfield Shopping Center (herein "Shopping Center"), having dimensions of approximately 40 feet in frontage by 60 feet in depth and containing approximately 2400 square feet of floor area. The location and approximate dimensions of said Premises are delineated on Exhibit "A" attached hereto and incorporated by reference herein. Said Premises are located in the City of BARTLETT, County of COOK, State of ILLINOIS. 161-167 E. LAKE ST. BARTLETT, IL 60103

Said Lease is subject to the terms, covenants and conditions herein set forth and the Tenant covenants as a material part of the consideration of this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

3. Use. Tenant shall use the Premises for RESTAURANT LOUNGE WITH BAR and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

## 4. Term.

The Lease term shall commence July 1 1993 and shall end 5 years thereafter unless sooner terminated as hereinafter provided. Tenant is granted one 5 Year option to renew if the tenant is not in violation of any terms of the lease.

In the event the Premises are not presently complete, Landlord agrees to deliver to the Tenant, and the Tenant agrees to accept from the Landlord, possession of the Premises forthwith upon substantial completion of the Premises as described in Exhibit "B" attached hereto and incorporated herein by reference.

Landlord agrees that it will, at its sole cost and expense as soon as is reasonably possible after the execution of this Lease, commence and pursue to completion the improvements to be erected by Landlord to the extent shown on the attached Exhibit "B" labelled "Description of Landlord's Work and Tenant's Work".

The term "substantial completion of the Premises" is defined as the date on which Landlord or its Project Architect notifies Tenant in writing that the Premises are substantially complete to the extent of Landlord's Work specified in Exhibit "B" hereof, with the exception of such work as Landlord cannot complete until Tenant performs necessary portions of its work.

Tenant shall commence the installation of fixtures, equipment, and any of Tenant's Work as set forth in said Exhibit "B", promptly upon substantial completion of Landlord's Work in the Premises and shall diligently prosecute such installation to completion, and shall open the Premises for business not later than the date specified for commencement of Minimum Rent in Article 5 hereof.

5. Minimum Rent.

A. Tenant agrees to pay to Landlord as Minimum Rent, without notice or demand, the monthly sum of \$1,800.00 1st Year  
\$2,000.00 2nd Year \$2,100.00 3rd Year \$2,200.00 4th Year  
\$2,300.00 5th Year. Plus C.A.M. and R.E. Taxes  
Dollars, commencing thirty (30) days after substantial completion of Landlord's Work in the Premises as set forth in Article 4 hereinabove or when Tenant opens for business, whichever is sooner, and a like sum in advance, on or before the first day of each and every successive calendar month thereafter during the term hereof, except that the first month's rent shall be paid upon the execution hereof. Rent for any period during the term hereof which is for less than one (1) month shall be a prorated portion of the monthly installment herein, based upon a thirty (30) day month. Said rental shall be ~~paid to Landlord~~ <sup>paid to the lessor</sup> without deduction or offset, in lawful money of the United States of America, at such place as Landlord may from time to time designate in writing.

4/10/99  
4/1/99 - 2000  
4/1/99 - 2000  
4/1/99 - 2000  
4/1/99 - 2000



B. In addition, the Minimum Rent as set forth in 5.A. above shall be subject to being increased by the percentage of increase, if any, in the Consumer Price Index for all Urban Consumers, all items, new series for the Chicago, Illinois-Northwestern Indiana area (1967-100), as published by the United States Department of Labor's Bureau of Labor Statistics. The base period, for purposes of such adjustment, shall be September of the year in which this Lease is executed. Each September following the commencement of rentals shall then be used for comparison purposes with any adjustment in Minimum Rent to be effective as of the next succeeding January 1. In no event shall the Minimum Rent be less than the sum or sums as specified in A. above. Should the aforementioned Index be discontinued, Landlord shall select another similar index which reflects consumer prices.

(By way of illustration only, if the September figure in which this Lease is executed is 120 and the September figure following commencement of rents is 125, then the Minimum Rent for the ensuing calendar year shall be increased by 4.17%.)

6. Security Deposit. Tenant has deposited with Landlord the sum of Three thousand six hundred dollars <sup>+</sup>  
(\$3,600.00)

Dollars. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's

- \* Tenant paid \$2,900.00 as follows:  
\$1,800 - 1st month rent (September 99) +  
\$3,600 - Security Deposit (2 months)  
\$3,500 - for all the equipment & - excluded in lease agreements & fixtures in the restaurant.



default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within ten (10) days following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

7. Additional Charges.

A. Percentage Rent.

I. In addition to the Minimum Rent to be paid by Tenant pursuant to Article 5, Tenant shall pay to Landlord at the time and in the manner herein specified additional rent in an amount equal to \_\_\_\_\_ % of the amount of Tenant's gross sales made in, upon or from the Premises during each calendar year of the Lease term, less the aggregate amount of the Minimum Rent previously paid by Tenant for said calendar year.

II. Within thirty (30) days after the end of each calendar month of the Lease term, commencing with the 30th day of the month following the commencement of rentals (as hereinabove provided), and ending with the 30th day of the month next succeeding the last month of the Lease term, Tenant shall furnish to Landlord a statement in writing, certified by Tenant to be correct, showing the total gross sales made in, upon, or from the Premises during the preceding calendar month, and shall accompany each such statement with a payment to Landlord equal to said hereinabove stated percentage of the total monthly gross sales made in, upon, or from the Premises during each calendar month, less the Minimum Rent for each such calendar month, if previously paid. Said statement and payment shall be made with the succeeding month's regular monthly rental payment. Within thirty (30) days after the end of each calendar year of the term hereof, Tenant shall furnish to Landlord a statement in writing, certified by Tenant to be correct, showing the total gross sales by months made in, upon, or from the Premises during the preceding calendar year, at which time an adjustment shall be made between Landlord and Tenant to the end that the total percentage rent paid for each such calendar year shall be a sum equal to said hereinabove stated percentage of the total gross sales made in, upon, or from the Premises during each calendar year of the term hereof, less the Minimum Rent pursuant to Article 5 for each such calendar year, if previously paid, so that the percentage rent, although payable monthly shall be computed and adjusted on an annual basis.

III. The term "gross sales" as used in this Lease shall include the entire gross receipts of every kind and nature from sales and services made in, upon, or from the Premises, whether upon credit or for cash, in every department operating in the Premises, whether operated by the Tenant or by a subtenant or subtenants, or by a concessionaire or concessionaires, excepting therefrom any rebates and/or refunds to customers and the amount of all sales tax receipts which has to be accounted

for by Tenant to any government, or any governmental agency. Sales upon credit shall be deemed cash sales and shall be included in the gross sales for the period which the merchandise is delivered to the customer, whether or not title to the merchandise passes with delivery.

IV. The Tenant shall keep full, complete and proper books, records and accounts on the Premises of its daily gross sales, both for cash and on credit, on each separate department, subtenant, and concessionaire at any time operated in the Premises. The Landlord and its agents and employees shall have the right at any and all times, during the regular business hours, to examine and inspect all of the books and records of the Tenant, including any sales tax reports pertaining to the business of the Tenant conducted in, upon or from the Premises, for the purpose of investigating and verifying the accuracy of any statement of gross sales. The Landlord may once in any calendar year cause an audit of the business of Tenant to be made by an accountant of Landlord's selection and if the amount of gross sales previously made to the Landlord shall be found to be inaccurate, then and in that event, there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of said percentage rent that should have been paid to Landlord for the period or periods covered by such inaccurate statement or statements. Tenant shall keep all said records for three (3) years. If said audit shall disclose an inaccuracy of greater than two (2%) percent error with respect to the amount of gross sales reported by Tenant for the period of said report, then the Tenant shall immediately pay to Landlord the cost of such audit; otherwise, the cost of such audit shall be paid by Landlord. If such audit shall disclose any willful or substantial inaccuracies this Lease may thereupon be cancelled and terminated, at the option of Landlord.

B. Adjustments.

1. In addition to the Minimum Rent provided in Article 5 hereinabove, and commencing at the same time as Minimum Rent commences, Tenant shall pay to Landlord the following items, herein called Adjustments:

(a) All real estate taxes and insurance premiums on the Premises, including land, building, and improvements thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the Premises. Said insurance shall include all insurance premiums for fire, extended coverage, liability, rental loss, and vandalism and malicious mischief endorsements and any other insurance and endorsements that Landlord deems necessary on the Premises. Said taxes and insurance premiums for purpose of this provision shall be reasonably apportioned in accordance with the total floor area of the Premises as it relates to the total rentable floor area of the building or buildings of which the Premises are a part, (provided, however, that if any tenants in said building or buildings pay taxes directly to any taxing authority or carry their own insurance, as may be provided in their leases, their square footage shall not be deemed a part of the floor area) and with which the Premises are assessed or insured.

(b) That percent of the total cost of the following items as Tenant's total floor area bears to the total floor area of the Shopping Center, which is from time to time completed as of the first day of each calendar quarter.

(i) All real estate taxes including assessments and all insurance costs with respect to, and all costs to maintain, repair, and replace common areas, parking lots, sidewalks, driveways, roof, and other areas used in common by the tenants of the Shopping Center including, but not limited to, policing and fire protection, all utility costs, landscaping, gardening, depreciation of equipment, sound and music systems, if any, and personnel used in such operation and liability and all risk casualty insurance premiums.

(ii) All costs to supervise and administer said common areas, parking lots, sidewalks, driveways, and other areas used in common by the tenants or occupants of the Shopping Center. Said costs shall include such fees as may be paid to a third party in connection with same and shall in any event include a fee to Landlord to supervise and administer same in an amount equal to ten (10%) percent of the total costs of (i) above (except taxes).

(iii) Any parking charges, utilities surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations, or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the premises or the parking facilities serving the Premises.

II. Upon commencement of rental Landlord shall submit to Tenant a statement of the anticipated monthly Adjustments for the period between such commencement and the following January and Tenant shall pay same and all subsequent monthly payments concurrently with the payment of Minimum Rent. Tenant shall continue to make said monthly payments until notified by Landlord of a change thereof. By March 1, of each year Landlord shall endeavor to give Tenant a statement showing the total Adjustments for the Shopping Center or applicable portion for the prior calendar year and Tenant's allocable share thereof, prorated from the commencement of rental. In the event the total of the monthly payments which Tenant has made for the prior calendar year be less than the Tenant's actual share of such Adjustments then Tenant shall pay the difference in a lump sum within ten days after receipt of such statement from Landlord and shall concurrently pay the difference in monthly payments made in the then calendar year and the amount of monthly payments which are then calculated as monthly Adjustments based on the prior year's experience. Any over-payment by Tenant shall be credited towards the monthly Adjustments next coming due. The actual Adjustments for the prior year shall be used for purposes of calculating the anticipated monthly Adjustments for the then current year with actual determination of such Adjustments after each calendar year as above provided, excepting that in any year in which resurfacing is contemplated Landlord shall be permitted to include the anticipated cost of same as part of the estimated monthly Adjustments. Even though the term has expired and Tenant has vacated the premises, when the final determination is made of Tenant's share of said Adjustments of the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Adjustments previously paid and, conversely, any overpayment made shall be immediately rebated by Landlord to Tenant.

6. Uses Prohibited: Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon any Building.

within the Shopping Center or any of its contents, or cause a cancellation of any insurance policy covering any such said Building or any part thereof or any of its contents without the consent of Landlord and the amount of such increase, if any, shall be paid by Tenant to Landlord upon demand. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

9. Compliance with Law. Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

10. Alterations and Additions. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without the written consent of Landlord first had and obtained and any alterations, additions or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall forthwith and with all due diligence, at its sole cost and expense, repair any damage to the premises caused by such removal.

11. Repairs.

A. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, heating and

air-conditioning system. (When there is an air-conditioning system, Tenant shall obtain a service contract for repairs and maintenance of said system, said maintenance contract to conform to the requirements under the warranty, if any, on said system), plumbing, pipes, electrical wiring and conduits. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

B. Notwithstanding the provisions of Article 11.A. hereinabove, Landlord shall repair and maintain the structural portions of the Building, including the exterior walls and roof, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the reasonable cost of such maintenance and repairs. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Article 24 hereof, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

12. Liens. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (1-1/2) times the estimated cost of any improvements, additions, or alterations in the Premises which the Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work.

13. Assignment and Subletting. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein (collectively an assignment), and shall not sublet the said Premises or any Part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without the written consent of Landlord first had and obtained, which consent shall not be unreasonably withheld. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment, occupation, use or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment, occupancy, use, or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable fees, not to exceed One Hundred and No/100 (\$100.00) Dollars, incurred in connection with the processing of documents necessary to giving of such consent.

14. Hold Harmless. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant as a material part of the consideration to Landlord hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence, and Tenant hereby waives all claims in respect thereof against Landlord.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

15. Subrogation. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

16. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance in companies reasonably satisfactory to Landlord insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than \$300,000.00 for injury or death of one person in any one accident or occurrence and in the amount of not less than \$500,000.00 for injury or death of more than one person in any one accident or occurrence. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least \$50,000.00. The limit of any such insurance

16. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance in companies reasonably satisfactory to Landlord insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than \$300,000.00 for injury or death of one person in any one accident or occurrence and in the amount of not less than \$500,000.00 for injury or death of more than one person in any one accident or occurrence. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least \$50,000.00. The limit of any such insurance

-8-

shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancellable or subject to reduction of coverage without 30 days prior notice to Landlord. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry, and shall provide for payment of loss to Landlord notwithstanding any act or negligence of Tenant which might otherwise result in forfeiture of said insurance. Tenant will, at Tenant's expense, insure all plate and other glass on the Premises.

17. Utilities. Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises.

18. Personal Property Taxes. Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

19. Rules and Regulations. Tenant shall faithfully

erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant, except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forceable or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

22. Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

A. The vacating or abandonment of the Premises by Tenant.

B. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in Article 22.B. above, where such failure shall continue for a period of thirty (30) days after written notice hereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) days period and thereafter diligently prosecutes such cure to completion.

D. The making by Tenant of, any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition of reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days.

23. Remedies in Default. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in

the exercise of a right or remedy which Landlord may have by reason of such default or breach;

A. Terminate Tenant's right to possession of the Premises, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which unpaid rent and other charges and Adjustments called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at a rate equal to four (4%) percent over the prime rate of interest charged from time to time by The First National Bank of Chicago; or

B. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and Adjustments as may become due hereunder; or

C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Premises are located.

#### 24. Reconstruction.

A. If the Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part, Landlord shall at its own expense cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the Premises shall be rendered untenable only in part, Landlord shall at its own expense cause the damage to be repaired, and the fixed Minimum Rent meanwhile shall be abated proportionately as to the portion of the Premises rendered untenable. If the Premises shall be rendered wholly untenable by reason of such occurrence the Landlord shall at its own expense cause such damage to be repaired, and the fixed Minimum Rent meanwhile shall abate until the Premises have been restored and rendered tenable, or Landlord may at its election, terminate this Lease and the tenancy hereby created by giving to Tenant within the sixty (60) days following the date of said occurrence, written notice of Landlord's election so to do and in event of such termination, rent shall be adjusted as of such date. Nothing in this Section shall be construed to permit the abatement in whole or in part of the percentage rent, but for the purpose of Section 7.A. hereof the computation of percentage rent shall be based upon the revised minimum rent as the same may be abated pursuant to this section.

B. In the event that fifty (50%) percent or more of the rentable area of the Shopping Center shall be damaged or destroyed by fire or other cause, notwithstanding that the Premises may be unaffected by such fire or other cause, Landlord may terminate this Lease and the tenancy hereby created by giving to Tenant five (5) days prior written notice of Landlord's election so to do which notice shall be given, if at all, within the sixty (60) days following the date of said

occurrence. Rent shall be adjusted as of the date of such termination.

25. Eminent Domain. If more than twenty-five (25%) percent of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than 25% of the Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced. If any part of the Shopping Center other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

26. Tenant's Statement. Tenant shall at any time and from time to time upon not less than three days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the term hereof and other matters required by Landlord. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

27. Parking and Common Areas. Landlord covenants that upon completion of the Shopping Center an area approximately equal to the common and parking areas as shown on the attached Exhibit "A" shall be at all times available for the non-exclusive use of Tenant during the full term of this Lease or any extension of the term hereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas, provided, however, that anything to the contrary notwithstanding contained in this Article 27, said parking area or areas shall at all times be substantially equal or equivalent to that shown on the attached Exhibit "A". Nothing contained herein or elsewhere in this Lease shall be deemed to prevent Landlord from altering or adding to existing buildings in the Shopping Center or constructing other buildings or improvements thereon or constructing double-deck or elevated parking facilities. Landlord reserves the right at any time to relocate the various buildings, automobile parking areas and other common areas shown on the site plan attached as Exhibit "A".

A. Prior to the date of Tenant's opening for business in the Premises, Landlord shall cause said common and parking area or areas to be graded, surfaced, marked and landscaped at no expense to Tenant.

B. The landlord shall keep said automobile parking and common areas in a neat, clean and orderly condition, and shall repair any damage to the facilities thereof, but all expenses

in connection with said automobile parking and common areas shall be charged and prorated in the manner as set forth in Article 7 hereof.

C. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub-tenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers, licensees and sub-tenants, to use said common and parking areas during the entire term of this Lease, or any extension thereof, for ingress and egress, and automobile parking.

D. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking area. Such rules may include but shall not be limited to the following: (1) the restricting of employee parking to a limited, designated area or areas; and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant, and (3) the restriction of designated areas for drive-through banking, savings, restaurant or other drive-through facilities and/or promotional and/or seasonal sales activities and/or loading, trash and other storage areas, whether or not the same are roofed and/or enclosed.

#### 28. Authority of Parties.

A. Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the board of directors of said corporation, a copy of which is attached hereto, in accordance with the bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms.

B. Limited Partnerships. If the Landlord herein is a limited partnership, it is understood and agreed that any claims by Tenant on Landlord shall be limited to the assets of the limited partnership, and furthermore, Tenant expressly waives any and all rights to proceed against the individual partners, or the officers, directors or shareholders of any corporate partner, except to the extent of their interest in said limited partnership.

29. Signs. The Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of the Landlord as to type, size, color, location, copy nature and display qualities. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof. Tenant may erect one sign on the front of the Premises not later than the date Tenant opens for business, in accordance with design criteria adopted by Landlord. Said sign shall be approved in writing by Landlord's architect before fabrication or installation.

30. Displays. The Tenant may not display or sell merchandise or allow grocery carts or other similar devices

within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

31. Auctions. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

32. Hours of Business. Subject to the provisions of Article 24 hereof, Tenant shall continuously during the entire term hereof conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the Premises are located to be open for business; provided, however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant or closed for not more than three (3) days out of respect to the memory of any deceased officer or employee of Tenant, or the relative of any such officer or employee. Tenant shall keep the Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practice.

In the event of breach by the Tenant or any of the conditions in this Article contained, the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the Minimum Rent herein provided, but additional rent at the rate of one-thirtieth (1/30) of the Minimum Rent herein provided for each and every day that the Tenant shall fail to conduct its business as herein provided; said additional rent shall be deemed to be in lieu of any percentage rent that might have been earned during such period of the Tenant's failure to conduct its business as herein provided.

33. Merchants' Association. If a majority of tenants in the Shopping Center shall determine that it is in the best interests of the Shopping Center, Tenant will become a member of, and participate fully in, and remain in good standing in the Merchants' Association (as soon as the same has been formed), organized for tenants occupying premises in the Shopping Center, and Tenant will abide by the regulations of such Association. Each member tenant shall have one (1) vote, and the Landlord shall also have one (1) vote, in the operation of said Association. The objects of such Association shall be to encourage its members to deal fairly and courteously with their customers, to encourage ethical business practices, and to assist the business of the tenants by sales promotion and centerwide advertising. The Tenant agrees to pay minimum dues to the Merchants' Association, provided, however, that in no event shall the dues paid by Tenant in any fiscal year of said Association be in excess of thirty (\$.30) cents per square foot of Premises leased to Tenant. Default in payment of dues shall be treated in similar manner to default in rent with the like rights of Landlord at its option to the collection thereof on behalf of the Merchants' Association.

34. Competition. During the term of this Lease, Tenant shall not directly or indirectly engage in any similar or competing business within a driving radius of three (3) miles from the outside boundary of the Shopping Center.

35. General Provisions.

(i) Plats and Riders. Clauses, plats, riders and addendums, if any, affixed to this Lease are a part hereof.

(ii) Waiver. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

(iii) Joint Obligation. If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.

(iv) Marginal Headings. The marginal headings and article titles to the articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(v) Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

(vi) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

(vii) Recordation. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.

(viii) Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

(ix) Late Charges. Tenant hereby acknowledges that the late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after written notice that said amount is past due, then Tenant shall pay to Landlord a late charge equal to ten (10%) percent of such overdue amount, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby

agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

(x) Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

(xi) Inability to Perform. This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

(xii) Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

(xiii) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(xiv) Choice of Law. This Lease shall be governed by the laws of the State in which the Premises are located.

(xv) Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

(xvi) Sale of Premises by Landlord. In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

(xvii) Subordination, Attornment. Upon request of the Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage, or deed of trust, to any

bank, insurance company or other lending institution, now or hereafter, in force against the Premises, and to all advances made or hereafter, to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

(xviii) Notices. All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the Premises, and to the address hereinbelow, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, postage prepaid, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant.

If to Landlord at:

Midway Enterprise  
6419 N CICERO  
LINCOLN WOOD IL 60466

If to Tenant at:

246 PATRICIA  
BAKLETT IL 60103  
PEARO DELANO  
56 #358-76-9992

36. Brokers. Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease excepting only MIDWAY ENTERPRISE REALTY and it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, including any riders or schedules attached hereto as of the day and year first above written.



\* This lease contract is subject to their respective attorneys approval within 4 Business days. If the parties hereto cannot be reached then this contract will be null and void, and all the monies paid by tenant will be refunded.

By: [Signature]

Tenant:

By: [Signature]

## ASSIGNMENT

This ASSIGNMENT is made this 3<sup>rd</sup> day of July, 2018, by and between Delfino Bello, as successor of Pedro Delara, hereinafter referred to as "Assignor", Bello's Restaurant of Bartlett, Inc., hereinafter referred to as "Assignee" and GB Property Management, Inc., as successor of In Do Kim and Sook Young Kim, hereinafter referred to as "Landlord".

## RECITALS

WHEREAS, Assignor and Landlord are parties to a certain lease agreement dated June, 23, 1993, as assigned and amended, all together hereinafter called the "Lease" for the certain premises commonly known as 161 E. Lake St., Bartlett, IL, as further described in the Lease, hereinafter referred to as the "Premises".

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

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. Assignor hereby assigns his rights, title and interest in the Lease and the Premises to Assignee and Assignee hereby accepts assignment of Assignor's rights, title and interest in the Lease and the Premises. Further Assignee hereby agrees to be fully bound by the terms and conditions of the Lease, effective as of the date of the mutual execution of this Assignment.
2. As a material consideration to Landlord for agreeing to the terms of this Assignment, Delfino Bello hereby agrees 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.
3. Assignor, Assignee and Delfino Bello 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 connected to Landlord, including but not limited to the owner of the real estate containing the Premises, hereinafter referred to as "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 Assignment or anything related thereto, including all costs and attorney's fees.

Signature page to follow.

GB

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

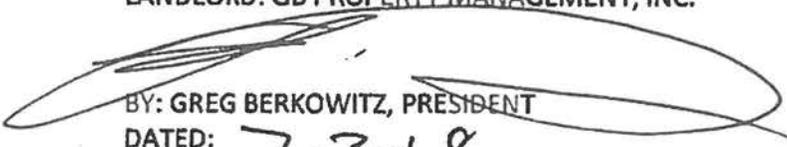
ASSIGNOR: DELFINO BELLO

BY: DELFINO BELLO   
DATED: 7/3/2018

ASSIGNEE: BELLO'S RESTAURANT OF BARTLETT, INC.

BY: DELFINO BELLO   
ITS: PRESIDENT  
DATED: 7/3/2018

LANDLORD: GB PROPERTY MANAGEMENT, INC.

  
BY: GREG BERKOWITZ, PRESIDENT  
DATED: 7-3-18

GB

**EXHIBIT A**  
**GUARANTY**

Lease Agreement dated: June 23, 1993 as amended and assigned  
Landlord: GB Property Management, Inc., as assigned  
Tenant: Bello's Restaurant of Bartlett, Inc., as assigned

GUARANTY OF LEASE

July 3, 2018

FOR TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged by Delfino Bello ("Guarantor"), and in connection with that certain Lease Agreement (the "Lease") for that certain premises known as 161 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 Assignment dated July 3, 2018 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 Assignment.

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

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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.

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

GB

personally to Guarantor or mailed by certified or registered mail, addressed to Guarantor, at the following address:

Guarantor's Address: 40W605 Plank Rd. Elgin, IL 60124

Delfino Bello:



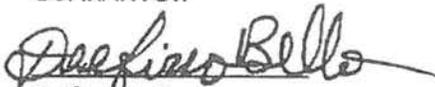
and to Landlord at the address provided in the lease

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 3<sup>rd</sup> day of July, 2018.

GUARANTOR



Delfino Bello

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**RIDER & RENEWAL OF LEASE  
FOR LEASE DATED JUNE 23, 1993  
BY AND BETWEEN MIDWAY ENTERPRISE ("LANDLORD")  
AND PEDRO DELARA ("TENANT")  
FOR THE PREMISES LOCATED AT  
161 E. LAKE STREET, BARTLETT, ILLINOIS 60103**

THIS RIDER is hereby entered into this 27<sup>th</sup> day of August, 2001, by and between IN DO KIM and SOOK YOUNG KIM, as successors in interest to MIDWAY ENTERPRISE (hereinafter referred to collectively as "Landlord"), and ~~PEDRO DELARA~~ <sup>DEFINO BELLO</sup> (hereinafter referred to as "Tenant"), and shall be attached to and made a part of that certain Shopping Center Lease dated June 23, 1993, for the premises located at 161 E. Lake Street, Bartlett, Illinois 60103

For and in consideration of the mutual covenants set forth herein, the parties hereto hereby agree as follows:

37. That the Tenant has exercised its option, and therefore the Lease shall be renewed for one five-year period, commencing on October 1, 2001, and ending on September 30, 2006.

38. The monthly rent for the renewal period(s) shall be as follows:

- a. October 1, 2001 to September 30, 2002: \$3,465.00 per month;
- b. October 1, 2002 to September 30, 2003: \$3,638.25 per month;
- c. October 1, 2003 to September 30, 2004: \$3,820.15 per month;
- d. October 1, 2004 to September 30, 2005: \$4011.15 per month;
- e. October 1, 2005 to September 30, 2006: \$4211.70 per month.

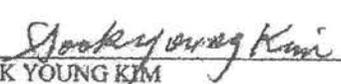
39. Except as otherwise set forth herein, the terms and conditions set forth in the Shopping Center Lease dated June 23, 1993, shall apply to the renewal term and any option period properly executed by Tenant. In any case in which the terms of this Rider are in conflict with the terms of the original Lease, the terms of this Rider shall control.

Landlord:

Tenant:

  
IN DO KIM

  
PEDRO DELARA

  
SOOK YOUNG KIM  
6805 Lexington Ln.  
Niles, Illinois 60714

  
DEFINO BELLO

**AMENDMENT TO LEASE**

THIS AMENDMENT TO LEASE, is made this 16<sup>th</sup> day of May, 2014, by and between Defino Bello, as successor of Pedro Delara, hereinafter called "Tenant" and GB Property Management, Inc. as successor of In Do Kim and Sook Young Kim, hereinafter called "Landlord".

**WITNESSETH**

WHEREAS, Tenant and Landlord are parties to the lease dated June 23, 1993, as assigned, for that certain premises located at 161 E. Lake St., Bartlett, IL, hereinafter called the "Premises".

WHEREAS, the term of the lease expired as of September 30, 2006.

WHEREAS, Tenant has been occupying the Premises on a month to month basis through the date of this Amendment to Lease.

WHEREAS, Tenant and Landlord desire to extend the term of the Lease.

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:

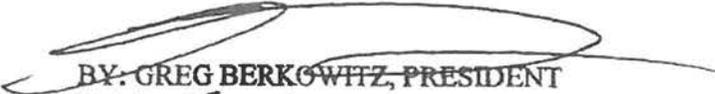
1. The term of the Lease is hereby extended to May 31, 2016.
2. The Rent due for the extended term shall be \$4,211.70 per month gross.
3. Landlord agrees to repair the rear door of the Premises so that it is in good working condition.
4. All other terms and conditions of the Lease shall remain the same, unmodified and in full force and effect.
6. In the event of a conflict between the terms and conditions of this Amendment to Lease and the Lease, the terms of this Amendment to Lease shall prevail.

Signature page to follow.

---

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease as of the day and year written below.

LANDLORD: GB PROPERTY MANAGEMENT, INC.

  
BY: GREG BERKOWITZ, PRESIDENT

Dated: 5-16-14

TENANT: DEFINO BELLO

By: Defino Bello

Dated: 05/16/2014



## 2<sup>nd</sup> AMENDMENT TO LEASE

THIS 2<sup>nd</sup> AMENDMENT TO LEASE, is made this 8th day of May, 2017, by and between Defino Bello, as successor of Pedro Delara, hereinafter called "Tenant" and GB Property Management, Inc. as successor of In Do Kim and Sook Young Kim, hereinafter called "Landlord".

### WITNESSETH

WHEREAS, Tenant and Landlord are parties to the lease dated June 23, 1993, as assigned and amended, hereinafter called the "Lease", for that certain premises located at 161 E. Lake St., Bartlett, IL, hereinafter called the "Premises".

WHEREAS, the current term of the Lease as extended expired as of May 31, 2016.

WHEREAS, Tenant has been occupying the Premises on a month to month basis through the date of this 2<sup>nd</sup> Amendment to Lease.

WHEREAS, Tenant and Landlord desire to extend the term of the Lease.

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. The term of the Lease is hereby extended to May 31, 2021.
2. The Minimum Rent due for the extended term shall be \$4,211.70 per month.
3. Section 7 B of the Lease is hereby modified to state that Tenant shall pay their proportionate share (9%) of any increase in real estate taxes and common area maintenance over the base year of 2016 as Additional Rent.
4. Section 7 B II of the Lease is hereby modified to state that if at any time Landlord determines that Additional Rent is due as per paragraph 3 above, Landlord shall bill Tenant for any amount due at that time and Tenant shall pay the amount due as Additional Rent to Landlord within thirty (30) days of Landlord's notice. Additionally, upon Landlord's written notice Tenant shall pay Landlord 1/12 of Landlord's estimate of Additional Rent each month thereafter in addition to the Minimum Rent.
5. All other terms and conditions of the Lease shall remain the same, unmodified and in full force and effect.

6. In the event of a conflict between the terms and conditions of this 2<sup>nd</sup> Amendment to Lease and the Lease, the terms of this 2<sup>nd</sup> Amendment to Lease shall prevail.

IN WITNESS WHEREOF, the parties have executed this 2<sup>nd</sup> Amendment to Lease as of the day and year written below.

LANDLORD: GB PROPERTY MANAGEMENT, INC.

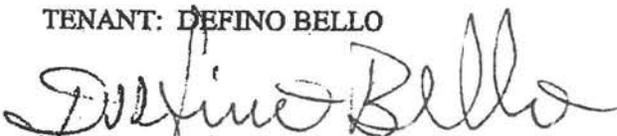


BY: GREG BERKOWITZ, PRESIDENT

Dated:

5-9-17

TENANT: DEFINO BELLO



By: Defino Bello

Dated:

05/09/2017

Leon

FORM **BCA 2.10**  
ARTICLES OF INCORPORATION  
Business Corporation Act

Filing Fee: \$150

File #: 73413192

Approved By: MAP

**FILED**  
**SEP 01 2021**  
**Jesse White**  
**Secretary of State**

1. Corporate Name: CHEO HOUSE OF MEXICAN GRILL AND BAR CORP.

2. Initial Registered Agent: DORA CABRERA

	First Name	Middle Initial	Last Name
Initial Registered Office	[REDACTED]		
	Number	Street	Suite No.
	<u>SCHAUMBURG</u>	<u>IL</u>	<u>60194-2462</u>
	City	ZIP Code	County
			<u>COOK</u>

3. Purposes for which the Corporation is Organized:  
The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000	100	\$ 10

**NAME & ADDRESS OF INCORPORATOR**

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated SEPTEMBER 01, 2021 1515 E WOODFIELD ROAD STE 830  
Month & Day Year Street

JOHN T CLERY SCHAUMBURG IL 60173  
Name City/Town State ZIP Code



## CERTIFICATE OF COMPLETION

This certifies that:

Jose Castillo

has awarded this certificate for

earning 2 Service Food Handler Training Course

Hours: 2.00



Completion Date: 12/2/2021



Expiration Date: 10/11/24



Certificate ID: IL-FH-3993

Signature of Issuer:   
Official Signature

CERTIFICATE IS NON-TRANSFERABLE



ANSI National Accreditation Board  
REGISTERED

ANSI/ASTM

Z39.59

CERTIFICATE ISSUER

#097

For more information, please contact your request handler at [ramAdmin@360draining.com](mailto:ramAdmin@360draining.com).  
5000 F... on the Lake, Suite 305 | Austin, TX 78746 | 877.21.2235 | [www.360draining.com](http://www.360draining.com)

**ILLINOIS BASSET ALCOHOL TRAINING**

**THIS CARD CERTIFIES SUCCESSFUL  
COMPLETION OF A BASSET TRAINING**

**Instructor Name: Carlos Morales**

**Illinois Trainer Certification: 5A-93674 ID: CHEO1**

**Date Completed: 10/14/2021**

**Date of Expiration: 10/14/2024**

**Card Holder: ROBERTO CABRERA**

**Address: 161 E. Lake St. Bartlett, IL 60103**

**\*\*\*This card is not transferrable\*\*\***

**ILLINOIS BASSET ALCOHOL TRAINING**

**THIS CARD CERTIFIES SUCCESSFUL  
COMPLETION OF A BASSET TRAINING**

**Instructor Name: Carlos Morales**

**Illinois Trainer Certification: 5A-93674 ID: CHEO2**

**Date Completed: 10/14/2021**

**Date of Expiration: 10/14/2024**

**Card Holder: DORA CABRERA**

**Address: 161 E. Lake St. Bartlett, IL 60103**

**\*\*\*This card is not transferrable\*\*\***



### FEE APPLICANT CONSENT FORM

**Instructions:**

This form is to be completed by the agency or organization seeking to have a fingerprint based criminal history record information check completed for an applicant. It is imperative the correct ORI and purpose code be included on the form in order to ensure the criminal history record check is processed properly and the criminal history response is forwarded to the appropriate destination. The agency/organization contact person's name and phone number should be included in case there is a problem or a question regarding billing etc. The applicant information appearing on the form will be verified through identification documents provided by the applicant before the fingerprints are taken. The applicant should sign the form in order to authorize the release of any criminal history record information that may exist regarding the applicant. This form will be used to submit the criminal history record fingerprint inquiry to the Illinois State Police and Federal Bureau of Investigation for electronic processing. The form containing the applicant's original signature authorizing the release of any criminal history record information that may exist, should be maintained in a file by the agency/organization seeking to employ, license, or utilize the services of the applicant.

#### AGENCY/ORGANIZATION INFORMATION

Name: Village of Bartlett  
Address: 228 South Main Street, Bartlett, Illinois  
Cost Center ID: 5933  
Contact Person: Diane Czerwinski

Department: Main Office  
ORI: IL016050L  
Purpose Code: LIQ  
Phone #: 630-837-0800

#### APPLICANT INFORMATION

Name: Roberto Cabrera  
Address: [REDACTED]  
City/State/zip: Elgin, IL 60120  
Drivers License Number: [REDACTED]  
Social Security Number: [REDACTED]  
D.O.B: 1-25-94 Sex: M Race:  
Height: 5'9 Weight: 220  
Hair: Brun Eye: Brun Place of Birth: US  
State: IL Country of Citizenship: US

#### EMPLOYER INFORMATION

Name: Cheo House of Mexican Grill & Bar  
Address: 161 E Lake St  
City/State/Zip: Bartlett, IL 60103  
Occupation: owner / manager

I, the undersigned, hereby authorize the release of any criminal history record information that may exist regarding me from any agency, organization, institution, or entity having such information on file. I am aware and understand my fingerprints will be taken and used to check the criminal history record information files of the Illinois State Police and the Federal Bureau of Investigation. I further understand I have the right to challenge any information disseminated from these criminal justice agencies regarding me that may be inaccurate or incomplete.

Applicant Name (printed): Roberto Cabrera Date: 9/30/21

Applicant Name (signature): [Signature] Date: 9/30/21

ILLINOIS

Jesse White • Secretary of State

USA

DRIVER'S LICENSE

Federal Limits Apply



40 LIC NO: [REDACTED]  
3 DOB: [REDACTED]  
4b EXP: 01/25/2024 4a ISS: 02/27/2020  
1 CABRERA  
2 ROBERTO A  
3 [REDACTED]  
9 CLASS: D 9a EVD: NONE  
12 REST: B  
15 SEX: M 16 HGT: 5'-09"  
17 WGT: 220 lbs 18 EYES: BRN TYPE: GRG  
6 DO 20200227262EG1031



*[Handwritten signature]*



### FEE APPLICANT CONSENT FORM

**Instructions:**

This form is to be completed by the agency or organization seeking to have a fingerprint based criminal history record information check completed for an applicant. It is imperative the correct ORI and purpose code be included on the form in order to ensure the criminal history record check is processed properly and the criminal history response is forwarded to the appropriate destination. The agency/organization contact person's name and phone number should be included in case there is a problem or a question regarding billing etc. The applicant information appearing on the form will be verified through identification documents provided by the applicant before the fingerprints are taken. The applicant should sign the form in order to authorize the release of any criminal history record information that may exist regarding the applicant. This form will be used to submit the criminal history record fingerprint inquiry to the Illinois State Police and Federal Bureau of Investigation for electronic processing. The form containing the applicant's original signature authorizing the release of any criminal history record information that may exist, should be maintained in a file by the agency/organization seeking to employ, license, or utilize the services of the applicant.

#### AGENCY/ORGANIZATION INFORMATION

Name: Village of Bartlett  
Address: 228 South Main Street, Bartlett, Illinois  
Cost Center ID: 5933  
Contact Person: Diane Czerwinski

Department: Main Office  
ORI: IL016050L  
Purpose Code: LIQ  
Phone #: 630-837-0800

#### APPLICANT INFORMATION

Name: CABERA Dora Lopez  
Address: [REDACTED]  
City/State/Zip: Schaumburg IL 60194  
Drivers License Number: [REDACTED]  
Social Security Number: [REDACTED]

D.O.B 9/25/68 Sex: Race:  
Height: 5'2" Weight: 127  
Hair: BRN Eye: BRN Place of Birth: QUAT  
State: IL Country of Citizenship: U.S.

#### EMPLOYER INFORMATION

Name: CHEO - house of Mexican Grill + Bar  
Address: 161 E LAKE  
City/State/Zip: Bartlett, IL. 60103  
Occupation: owner / manager

I, the undersigned, hereby authorize the release of any criminal history record information that may exist regarding me from any agency, organization, institution, or entity having such information on file. I am aware and understand my fingerprints will be taken and used to check the criminal history record information files of the Illinois State Police and the Federal Bureau of Investigation. I further understand I have the right to challenge any information disseminated from these criminal justice agencies regarding me that may be inaccurate or incomplete.

Applicant Name (printed): DORA CABRERA LOPEZ Date: 9/30/2021

Applicant Name (signature): DORA CABRERA LOPEZ Date: 9/30/2021

ILLINOIS

Jesse White • Secretary of State

USA

DRIVER'S LICENSE



40 LIC NO: [REDACTED]  
3 DOB: 0  
4b EXP: 09/25/2023 4a ISS: 10/11/2018  
1 CABRERA  
2 DORA LOPEZ  
[REDACTED] 4  
9 CLASS: D 9a END: NONE  
12 REST: NONE  
15 SEX: F 16 HGT: 5'-02"  
17 WGT: 127 lbs 18 EYES: BRN TYPE: ORG  
5 DD 201810113055C7419

*DORA Cabrera*





Est. 1892

## DEPARTMENT OF POLICE

# The Village of Bartlett



Police Department, 228 South Main Street, Bartlett, Illinois 60103-4495  
Telephone 630.837.0846 Fax 630.837.0865

### POLICE DEPARTMENT MEMORANDUM 21-56

**DATE:** November 11, 2021  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Patrick B. Ullrich, Chief of Police   
**RE:** Liquor License Applicants

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

Roberto A. Cabrera & Dora Cabrera

Business: Cheo House of Mexican Grill & Bar

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 them as an applicant under Illinois Law.

PBU/kt

cc: Diane Czerwinski  
File



450th Nationally  
Accredited