

VILLAGE OF BARTLETT
BOARD AGENDA
MAY 17, 2022
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. ***CONSENT AGENDA***
All items listed with an asterisk are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*
- *6. **MINUTES:** Board and Committee Minutes – May 3, 2022
- *7. **BILL LIST:** May 17, 2022
8. **TREASURER'S REPORT:** March, 2022
 Sales Tax Report - March, 2022
 Motor Fuel Tax Report – March, 2022
9. **PRESIDENT'S REPORT:**
 - A. Sister City Exchange
 - B. National Public Works Week Proclamation
 - C. Economic Development Week Proclamation
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 Variation to Allow a Swimming Pool in the Corner Side Yard for 169 Crystals Lane
 - B. **COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**
 - *1. Geek Incorporated BEDA Application
 - C. **FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**
 1. None
 - D. **LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN**
 - *1. Ordinance Creating a Class C Extended Liquor License
 - *2. Ordinance Amending Title 6 of the Bartlett Municipal Code Entitled "Motor Vehicles and Traffic" to Reorganize and Renummer Certain Parts and Chapters Thereof and to Make Certain Minor Revisions Thereto
 - *3. Ordinance Amending the Bartlett Municipal Code Section 6-11-1303.1: Schedule V, No Parking Zones
 - E. **POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI**
 1. None
 - F. **PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE**
 - *1. Resolution Authorizing the Purchase of up to 400 Tons of Road Salt from Morton Salt, Inc.
 - *2. Purchase of (1) 2022 S770 T4 Bobcat Skid Steer Loader from Clark Equipment dba Bobcat Company, West Fargo, ND
 - *3. Purchase of (1) 2024 International Arbor Chipper Truck from Rush Truck Centers of Springfield, IL
13. **NEW BUSINESS**
 - A. Sonia 2 Inc. dba 7-Eleven Class C Extended Liquor License Request
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
15. **ADJOURNMENT**



VILLAGE OF BARTLETT
BOARD MINUTES
May 3, 2022

1. CALL TO ORDER

President Wallace called the regular meeting of May 3, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:02 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, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Planning & Development Director Roberta Grill, Asst. Golf Professional Paul Galvan, Police Chief Patrick Ullrich, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

3. INVOCATION – Pastor Alex Culpepper from Alliance Bible Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Hopkins stated that he would like to add Item 12.A.1; Ordinance 2022-31, an Ordinance Approving a Final Subdivision/PUD Plat and Final PUD Plan for Grasslands Subdivision Phase 1 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



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matters being voted upon. He then stated that he would entertain a motion to Amend the Consent Agenda, and the items designated to be approved by consent therein.

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

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

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

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

ROLL CALL VOTE TO APPROVE THE AMENDED 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 for Anita Werderich for her leadership in Scouting.
 - B. Trustee Suwanski read a Proclamation for National Police Week.
 - C. President Wallace read a Proclamation for National Bike Month.
 - D. Trustee Hopkins read a Proclamation for Building Safety Month.



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10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized staff birthdays and anniversaries.

Trustee Gunsteen asked for an update on the apartment building and the car dealership.

Planning and Development Director, Roberta Grill stated that the car dealership has submitted engineering plans and they are under review right now. They are waiting for a full submittal for the building. The apartment building "property" is waiting to be closed.

Village Administrator Paula Schumacher stated that she and the mayor are meeting with Mr. Rafidia next Wednesday. They asked for an extension when they met three months ago due to supply delays. They agreed to meet in May and see where they are at.

Trustee Hopkins asked how they are doing with all the rain we had.

Public Works Director Dan Dinges stated that overall they are doing pretty good. All the basins are filling up and he hopes it stops soon since they are getting to the point where they are getting saturated.

Trustee Hopkins asked if the rain is interfering with production at the treatment plant.

Mr. Dinges stated that it slows things down but they are still working in the rain. They got some footings and floors poured so it's not too bad.

Trustee Gandsey thanked staff that put the video together about the train merger. She thought it was very helpful with all the different points and easy to fill out the acquisition form and send to our representative. She encouraged everyone to do it and keep sharing the video so everyone is aware.

Ms. Schumacher stated that Scott Skrycki was the creator of that and all the other coalition members have asked Scott to do one for them too.

11. TOWN HALL - None

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS



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Trustee Hopkins stated that Ordinance 2022-31, an Ordinance Approving a Final Subdivision/PUD Plat and Final PUD Plan for Grasslands Subdivision Phase 1 was covered and approved under the Consent Agenda.

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 2022-32-R, a Resolution Approving of Disbursement Request for Payout No. 30 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 presented the Annual Appointments of Village Officers by the Village President with the Advice and Consent of the Board and President Wallace read each appointment.

- a. Village Administrator, Paula Schumacher
- b. Village Attorney, Bryan Mraz
- c. Village Treasurer, Todd Dowden
- d. Village Budget Officer, Todd Dowden
- e. Director of Public Works, Daniel Dinges
- f. Building and Code Enforcement Division Manager/Building Official John Komorowski
- g. Electrical Inspector, William Dettmer
- h. Plumbing Inspector, Dewayne Burris
- i. Chief of Police, Patrick Ullrich
- j. Village Engineer, Robert Allen
- k. Administrative Hearing Officer, Thomas Bastian
- l. Open Meetings Act Officer, Paula Schumacher
- m. Freedom of Information Act Officers, Samuel Hughes, Scott Skrycki (in his absence)
- n. Planning and Development Services Director/Zoning Administrator, Roberta Grill



VILLAGE OF BARTLETT
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Trustee Deyne moved to Consent to the Annual Appointments of Village Officers by the Village President with the Advice and Consent of the Board and that motion was seconded by Trustee Gunsteen.

ROLL CALL VOTE TO CONSENT TO THE ANNUAL APPOINTMENTS OF VILLAGE OFFICERS

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

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Gunsteen stated that Resolution 2022-33-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.; Resolution 2022-34-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.; Resolution 2022-35-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Resolution 2022-36-R, a Resolution Approving of the Temporary Construction and Permanent Sanitary Sewer Easement Agreement Between the Village of Bartlett and Maryville Academy; Resolution 2022-37-R, a Resolution Approving the Herrick House Lift Station and Force Main Agreement Between the Village of Bartlett and H. Linden & Sons Water and Sewer, Inc.; Resolution 2022-38-R, a Resolution Approving the Construction Engineering Services Agreement Between the Village of Bartlett and Trotter & Associates, Inc. for the Maryville (Herrick House) Lift Station and Force Main Improvements for Construction Engineering Services; Resolution 2022-39-R, a Resolution Approving of the Agreement Between the Village of Bartlett and Schroeder & Schroeder Inc. for the 2022-2024 Concrete Replacement Project; Purchase of (2) 2024 International Trucks from Rush Truck Centers of Springfield, IL; Purchase of 2022 John Deere 444P 4WD Loader from West Side Tractor Sales, Wauconda, IL; Resolution 2022-40-R, a Resolution Approving the Contract for Sanitary Sewer Rehabilitation Between the Village of Bartlett and Structured Solution, LLC; Ordinance 2022-41, an Ordinance Amending the Bartlett Municipal Code Section 6-11-1304.5:



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Parking During Snow Removal and Street Cleaning Operations; Resolution 2022-42-R, a Resolution Approving of the 2022 Crack Sealing Project Agreement Between the Village of Bartlett and Denler, Inc.; Resolution 2022-43-R, a Resolution Approving of the 2022 Pavement Marking Project Agreement Between the Village of Bartlett and Superior Road Striping, Inc. were covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Suwanski congratulated the police department on the Open House and said that it went well.

Police Chief Patrick Ullrich stated that they had 900 people walk through.

Trustee Reinke stated that it was fantastic and great to see so many residents. He stated that he knew that IDOT was looking at revamping Lake Street. He asked if staff put their two cents in for the interchange or connection between Route 25 and Lake Street as a way of handling some of the truck traffic at Lake and Naperville.

Mr. Dinges stated that they were notified of the work they are doing at the Shales Parkway intersection and he put in comments to look at expanding the Naperville/Lake intersection for improvements. They recently contacted them to see if there is an interim improvement with the traffic signal timing for the northbound to westbound left turn. They said that Lake Street has the predominant movement so they will get the most time but they will see if they can tweak that.

President Wallace stated that he hopes there would be a long-term solution for Lake Street.

Mr. Dinges stated that the Shales intersection will be grade separated so Lake Street will go over Shales. Where the railroad bridge is, that elevation will continue. They will have on/off ramps instead of the stop light which will help movement. It goes all the way to Horizon and they have asked them to look at Horizon to also make an improvement.

President Wallace asked about the letting of West Bartlett and Route 59.

Mr. Dinges stated that it was awarded and they had a pre-construction meeting. They will be starting soon.

President Wallace stated that with this intersection improvement, Naperville Road traffic is going to get worse. He asked staff to communicate with trucking companies to re-route truck traffic.



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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.

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

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:27 p.m.

Lorna Giles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
May 3, 2022**

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of May 3, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:29 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, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Economic Development Coordinator Tony Fradin, Finance Director Todd Dowden, Public Works Director Dan Dinges, Asst. Public Works Director Tyler Isham, Planning & Development Director Roberta Grill, Assistant Golf Pro Paul Galvan, Police Chief Patrick Ullrich, Deputy Chief Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

BUILDING & ZONING, CHAIRMAN HOPKINS
2250 Graham Street Truck Repair Concept

Chairman Hopkins introduced the item.

Planning and Development Services Director, Roberta Grill stated this is a concept plan review for a truck repair and storage facility on 10 acres in the Bluff City Industrial Park. They are looking to construct two buildings for truck repair and office space. The annexation agreement for the Bluff City Industrial Park which was approved in 2003 lists automotive services as a prohibited use. When the annexation agreement was amended in 2016 to allow mobile office trailers and storage trailers, it listed truck and motor vehicle operations as prohibited. The petitioner is proposing using asphalt grindings for the trailer parking lot which would consist of 156 spaces behind the buildings, to the north. Because this property is located in Bluff City and truck and trailer storage uses were grandfathered in for this property, they are exempt from the trailer storage tax. If the board gives a favorable review to allow truck repair, the petitioner would then submit a full application and then would have to amend the annexation agreement, preliminary PUD and general site plan. They would request special use permits for truck storage, automotive services, and planned unit development to allow 2 buildings on 1 zoning lot and a final PUD plan.

Chairman Gandsey asked why it was prohibited.



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Ms. Grill stated she believes it was because of leaking fluids and based on the other uses that were prohibited like junk yards, she doesn't believe the board wanted to see cars semi dismantled in a parking lot.

Chairman Hopkins stated he thinks this would be an improvement to what's out there now.

President Wallace stated this would probably be the best place in the village to put truck repair.

Chairman Hopkins asked about speeding up the process.

Chairman Deyne stated it needs a public hearing so the new commission will have to review that.

Ms. Grill stated they would need to submit a full set of plans, bring it back to the Committee of the Whole, then go to Planning and Zoning Committee and back to board.

The board wanted to skip the initial Committee of the Whole meeting and move to Planning and Zoning Committee.

Ms. Schumacher asked for direction on the boards willingness to support a Class 6B.

Mayor Wallace didn't see an issue with that.

COMMUNITY & ECONOMIC DEVELOPMENT, CHAIRMAN GANDSEY
Geek, Inc. BEDA Application

Chairman Gandsey introduced the item.

Chairman Suwanski asked about the rendering concern at the Economic Development Commission.

Assistant Village Administrator Scott Skrycki stated the picture in the packet was enlarged so the EDC could have a better visual of it. Anything that goes in front of the EDC is going to be to code.

The item was forwarded on to the Village Board.

PUBLIC WORKS, CHAIRMAN REINKE
Downtown Sidewalk Discussion

Chairman Reinke introduced the item.



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Public Works Director Dan Dinges stated the reasons this came up was because More Brewing is tearing the area up in front of their building and we need to tell them to put something else in when they are done. There is no plan to redo the streetscape at this point, and if we did we would probably get a landscape architect involved. The estimates are rough because it depends on if we are just doing a block, the whole downtown, whether brick is involved, etc.

Chairman Reinke stated he didn't think maintaining the brick in the sidewalk made sense.

Mr. Dinges showed pictures of example sidewalk layouts.

President Wallace asked how long we have had the current sidewalks for.

Mr. Dinges stated initially they went in, in the early 90's and were rehabbed in the early 2000's.

President Wallace stated it is important to him that the downtown doesn't just look like a bunch of cement.

Mr. Dinges stated some towns do more enhancement at intersections vs. the full sidewalk. Others add landscape enhancements to make the concrete look better. The brick looks great, but requires maintenance. Public Works can take care of that if we go that route, though. Wilmette uses more concrete and enhances it with flower boxes.

President Wallace stated then you are maintaining the flowers.

Mr. Dinges stated yes, it is a tradeoff.

Chairman Gandsey asked about the stamped concrete.

Mr. Dinges stated when the stamped concrete starts to pop, it is hard to patch and make it match, so he is concerned about longevity. If there was a repair needed, we would try to do that in house and make it match.

Ms. Schumacher asked Mr. Dinges to clarify what the popping was.

Mr. Dinges stated the concrete will pop and if you go out front to our stamped concrete, you will see some pop marks where aggregate popped out. Now you have a hole where the stamp and the staining are gone. Stamped concrete is doable though.

President Wallace stated this is a long-term solution, so would it make sense to get some renderings.



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Mr. Dinges stated he agreed and thought they could get a landscape architect if they really wanted to put a full downtown plan together. He thought More Brewing could put in whatever the board thinks would look good since it's a small stretch, then you can see what it looks like.

Chairman Reinke stated the problem is, we are looking for a long-term idea with no anticipated future project and the acute issue which is More Brewing and you want us to tell you what we want in front of More Brewing. He thought we could transition away from the current design because of the trip hazards.

Chairman Gunsteen thought switching to full plain concrete would take away the charm of our downtown. It's also a lot more work to get rid of all the concrete that is there vs. taking out the pavers and in filling that with stamped concrete. You can fix certain areas as you need to and it will last 30 years. Adding planters will just add more maintenance to public works. We wouldn't need to continue every section at the same time since the stamped concrete will look similar to the brick. We can replace the bricks as needed.

Chairman Reinke stated we need to get an idea of what we want More Brewing to put out front of their building.

Chairman Gunsteen stated he is in favor of the cement ribbon with the current brick infill being stamped concrete.

Chairman Reinke asked if the stamped area would be stained.

Chairman Gunsteen stated the concrete would be colored straight through.

President Wallace stated that would eliminate the tripping issue.

Chairman Gunsteen stated it is good to do in front of More Brewing because it gives us an idea of what it looks like and an idea of what it costs per square foot.

Chairman Reinke stated it seemed like everyone agreed with the stamped, stained concrete on the inside and the regular concrete on the outside.

Chairman Gandsey asked if the concrete in the center could be removed so the color would go straight.

Mr. Dinges stated it helps if a section needs to be removed to be fixed in the future so the pattern would need to be split at some point.



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Chairman Gunsteen stated the goal is to reduce the cost, so if its just a matter of taking out the 6' x 5' section out and filling it, it is a lot less work.

Mr. Dinges confirmed that the board wants to match the brick pattern that currently exists and try to match the reddish color. We can bring in sampling when the time comes.

Mr. Hopkins asked if More Brewing was paying for the section in front of their building.

Mr. Dinges stated that was correct, but we may have a cost share for the upgrade.

Chairman Reinke moved to adjourn the Committee of the Whole meeting and the motion was seconded by Chairman Deyne.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:57 p.m.

Samuel Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/17/2022

10000-GENERAL FUND

21002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - MAY 2022	323,737.88
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - MAY 2022	4,435.22
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - MAY 2022	16,553.85
INVOICES TOTAL:		344,726.95

1100-VILLAGE BOARD/ADMINISTRATION

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	FACEBOOK FEES	30.67
INVOICES TOTAL:		30.67

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	FILE FOLDERS	122.72
INVOICES TOTAL:		122.72

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CONFERENCE LODGING/NIU CREDIT	176.29
1 WAREHOUSE DIRECT	PICTURE HANGERS/SUPPLIES	17.02
INVOICES TOTAL:		193.31

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHWEST MUNICIPAL CONFERENCE	ANNUAL MEMBERSHIP DUES	20,963.55
INVOICES TOTAL:		20,963.55

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM EXPENSES/SUPPLIES	2,525.64
INVOICES TOTAL:		2,525.64

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ZOOM MEETING FEES/STAFF LUNCH	321.01
1 COMCAST	CABLE SERVICE	31.60
INVOICES TOTAL:		352.61

1200-PROFESSIONAL SERVICES

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/17/2022**

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	657.91
INVOICES TOTAL:		4,507.91

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	BARTLETT RIDGE DETENTION BASIN	1,125.00
1 HAMPTON LENZINI AND RENWICK INC	ON-CALL ENGINEERING SERVICES	2,493.75
INVOICES TOTAL:		3,618.75

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	200.95
INVOICES TOTAL:		200.95

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	175.00
INVOICES TOTAL:		175.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	POST-IT NOTES/ENVELOPES	68.80
1 WAREHOUSE DIRECT	PICTURE HANGERS/SUPPLIES	22.08
1 WAREHOUSE DIRECT	PENS/OFFICE SUPPLIES	32.81
INVOICES TOTAL:		123.69

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	ANNUAL BUDGET FILING	69.12
1 FEDERAL EXPRESS CORP	IMRF TRANSFER RETURNS	22.85
INVOICES TOTAL:		91.97

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	77.40
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	30.89
INVOICES TOTAL:		108.29

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 5/17/2022**

522501-DOCUMENT IMAGING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MINUTEMAN PRESS	DOCUMENT IMAGING SERVICES	4,000.00
	INVOICES TOTAL:	4,000.00

523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL NOTICE	72.00
	INVOICES TOTAL:	72.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PLANNING ASSOCIATION	INTERNSHIP JOB POSTING FEE	25.00
	INVOICES TOTAL:	25.00

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COBAN TECHNOLOGIES INC	SOFTWARE MAINTENANCE RENEWAL	3,795.00
1 ID NETWORKS	ANNUAL MAINTENANCE AGREEMENT	825.00
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	122.40
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	724.66
1 VERIZON WIRELESS	WIRELESS SERVICES	1,210.87
	INVOICES TOTAL:	7,912.93

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 911 TECH INC	ANNUAL SUBSCRIPTION	4,000.00
1 LEADSONLINE LLC	ANNUAL SERVICE AGREEMENT	4,187.00
	INVOICES TOTAL:	8,187.00

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CUSTOM TABLECLOTHS/BANNERS	513.98
	INVOICES TOTAL:	513.98

525400-COMMUNICATIONS - DUCOMM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DU-COMM	QUARTERLY DUES	173,976.25
1 DU-COMM	FACILITY LEASE/OPERATING COSTS	8,678.45
	INVOICES TOTAL:	182,654.70

526000-SERVICE TO MAINTAIN VEHICLES

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

VILLAGE OF BARTLETT
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1 AMAZON CAPITAL SERVICES INC	ZEBRA PRINTER BATTERIES	270.75
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	154.44
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	34.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	50.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	36.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	25.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	38.62
<u>INVOICES TOTAL:</u>		<u>628.76</u>

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RICK SADOWSKI	STICKER REMOVAL	350.00
<u>INVOICES TOTAL:</u>		<u>350.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	ICE FOR OPEN HOUSE	5.49
1 AMAZON CAPITAL SERVICES INC	DOG CRATE	89.96
** 1 CARDMEMBER SERVICE	CUPCAKES/THANK YOU GIFT	220.06
1 THE FINER LINE INC	AWARD ENGRAVING FEES	58.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	160.62
1 KANE COUNTY CHIEFS OF POLICE	MONTHLY LUNCH MEETING	40.00
1 PORTER LEE CORPORATION	WHITE BARCODE LABELS	129.00
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	259.98
1 ULINE	EVIDENCE SUPPLIES	122.90
1 ULINE	CORRUGATED BOXES	119.64
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	143.13
<u>INVOICES TOTAL:</u>		<u>1,348.78</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	465.93
1 RAY O'HERRON CO INC	5-STAR HAT/HAT STRAP	110.70
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	1,569.35
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	72.99
1 STREICHER'S INC	BADGE	125.75
1 STREICHER'S INC	ADJUSTABLE CAP	29.97
<u>INVOICES TOTAL:</u>		<u>2,374.69</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

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

532200-OFFICE SUPPLIES

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

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1	AMAZON CAPITAL SERVICES INC	REMOVABLE LABELS/VELCRO TAPE	123.08
1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	53.41
1	WAREHOUSE DIRECT	ENVELOPES	27.57
1	WAREHOUSE DIRECT	USB FLASH DRIVES/OFFICE SUPPLIES	261.57
1	WAREHOUSE DIRECT	FOLDERS/BINDER CLIPS/SUPPLIES	287.91
			INVOICES TOTAL:
			753.54

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT		
1	ALAN BIANCO	ACADEMY TRAINING EXPENSES	188.38	
**	1	CARDMEMBER SERVICE	ITOA/FORCE SCIENCE REGISTRATION FEES	3,310.00
1	TRACEY DENDINGER	RECRUITMENT FAIR EXPENSES	205.93	
1	DUPAGE CO CHIEFS OF POLICE ASSOC	ADMINISTRATIVE ASSISTANT LUNCHEON	75.00	
**	1	IL ASSOC OF CHIEFS OF POLICE	ANNUAL TRAINING CONFERENCE	299.00
1	ILLINOIS SCHOOL RESOURCE	CONFERENCE REGISTRATION FEES	448.00	
1	NORTH EAST MULTI-REGIONAL	TRAINING FEES	80.00	
			INVOICES TOTAL:	
			4,606.31	

542000-PLANNING & RESEARCH

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	POWERDMS INC	ANNUAL SERVICE AGREEMENT	5,810.83
			INVOICES TOTAL:
			5,810.83

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT		
**	1	CARDMEMBER SERVICE	FIRST AID CPR AED VIDEO	183.19
			INVOICES TOTAL:	
			183.19	

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	ILLINOIS TRUCK ENFORCEMENT ASSOC LTD	ANNUAL MEMBERSHIP RENEWAL	100.00
			INVOICES TOTAL:
			100.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	ILLINOIS PHLEBOTOMY SERVICES	PHLEBOTOMIST SERVICES	125.00
			INVOICES TOTAL:
			125.00

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	RECON POWER BIKES	POWER BIKES	6,332.00
			INVOICES TOTAL:
			6,332.00

570105-EQUITABLE SHARING EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	COBAN TECHNOLOGIES INC	MONITOR/EQUIPMENT PURCHASE	565.00

** Indicates pre-issue check.

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1 UNIVERSITY OF ILLINOIS	LAW ENFORCEMENT TRAINING COURSE	5,830.00
	INVOICES TOTAL:	6,395.00

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10
1 VERIZON WIRELESS	WIRELESS SERVICES	294.33
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
1 VERIZON WIRELESS	WIRELESS SERVICES	244.21
	INVOICES TOTAL:	576.65

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	322.40
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	11,883.92
1 NICOR GAS	GAS BILL	286.05
1 NICOR GAS	GAS BILL	377.05
1 NICOR GAS	GAS BILL	709.85
1 NICOR GAS	GAS BILL	805.01
	INVOICES TOTAL:	14,384.28

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	899.50
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	270.00
	INVOICES TOTAL:	1,169.50

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,049.40
	INVOICES TOTAL:	1,049.40

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	1,093.75
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	2,393.75
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/APR 2022	2,350.00
1 TRUGREEN	FERTILIZER APPLICATION	851.68
	INVOICES TOTAL:	6,689.18

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JONATHAN AGGEN	PUBLIC SIDEWALK REPLACEMENT	613.20
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,071.25

** Indicates pre-issue check.

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INVOICES TOTAL: 1,684.45

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	140.00
1 WAREHOUSE DIRECT	CLEANING SUPPLIES/PAPER TOWELS	421.92
	<u>INVOICES TOTAL:</u>	<u>561.92</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/OFFICE SUPPLIES	39.95
1 WAREHOUSE DIRECT	TRASH BAGS/DOCUMENT FRAMES	34.00
	<u>INVOICES TOTAL:</u>	<u>73.95</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN APPLIANCES HVACR INC	ICE MAKER SENSOR REPLACEMENT	480.00
1 GRAINGER	MAINTENANCE SUPPLIES	88.66
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	277.90
	<u>INVOICES TOTAL:</u>	<u>846.56</u>

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	65.00
	<u>INVOICES TOTAL:</u>	<u>65.00</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	REDUCTION IN ANNUAL CHARGES	-18.40
	<u>INVOICES TOTAL:</u>	<u>-18.40</u>

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	ANCHORING ADHESIVE	36.60
1 STEINER ELECTRIC COMPANY	STREET LIGHTING MATERIALS	747.28
	<u>INVOICES TOTAL:</u>	<u>783.88</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA EXPO REGISTRATION FEES	770.00
1 ILLINOIS ARBORIST ASSOCIATION	PRUNING TRAINING CLASS	200.00
1 ILLINOIS ARBORIST ASSOCIATION	PRUNING TRAINING CLASS	400.00
	<u>INVOICES TOTAL:</u>	<u>1,370.00</u>

543800-STORMWATER FACILITIES MAINT

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

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1 ENGINEERING RESOURCE ASSOCIATES	ONEIDA BASIN IMPROVEMENTS	429.77
1 GONZALEZ-BURKE TREE SERVICE	TREE REMOVAL SERVICES	1,500.00
1 NETTLE CREEK NURSERY	ONEIDA BASIN IMPROVEMENTS	33,272.80
		INVOICES TOTAL: 35,202.57

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DELL MARKETING L.P.	J.U.L.I.E COMPUTER	925.00
		INVOICES TOTAL: 925.00

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARROW ROAD CONSTRUCTION CO	STREETS RESURFACING PROJECT	30,787.12
1 CHASTAIN & ASSOCIATES LLC	NORTH AVENUE STP APPLICATION	3,000.00
1 DENLER INC	CRACK SEAL/SEAL COAT PROJECT	74,992.80
1 MDS TECHNOLOGIES INC	PAVEMENT ASSESSMENT SERVICES	11,100.00
		INVOICES TOTAL: 119,879.92

585045-IDOT INTERSECTION IMPRVTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TREASURER STATE OF ILLINOIS	RT 59/W BARTLETT IMPROVEMENTS	170,890.40
		INVOICES TOTAL: 170,890.40

4800-BREWSTER CREEK TIF MUN ACC EXP

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IEDC COURSE REGISTRATION	505.00
		INVOICES TOTAL: 505.00

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - MARCH 22	426,858.39
		INVOICES TOTAL: 426,858.39

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SCADA PHONE SERVICE	36.25
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/APR 2022	1,562.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	REDUCTION IN ANNUAL CHARGES	-26.00
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	11,846.92
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33

** Indicates pre-issue check.

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1 WATER RESOURCES INC	ANNUAL MAINTENANCE AGREEMENT	11,025.00
	INVOICES TOTAL:	26,737.50

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	294.33
	INVOICES TOTAL:	294.33

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	684.40
	INVOICES TOTAL:	684.40

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	601.21
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,660.03
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,241.92
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	6,334.47
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,764.75
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4,633.72
1 NICOR GAS	GAS BILL	351.36
1 NICOR GAS	GAS BILL	105.03
1 NICOR GAS	GAS BILL	270.21
	INVOICES TOTAL:	16,962.70

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	90.00
	INVOICES TOTAL:	90.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	45.33
1 CORE & MAIN LP	MATERIALS & SUPPLIES	134.60
1 PLERUS	BOIL ORDER DOOR HANGERS	634.37
1 WAREHOUSE DIRECT	CLEANING SUPPLIES/PAPER TOWELS	421.93
	INVOICES TOTAL:	1,236.23

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY VESTS/RAIN GEAR	150.90
	INVOICES TOTAL:	150.90

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/OFFICE SUPPLIES	39.96

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1 WAREHOUSE DIRECT	TRASH BAGS/DOCUMENT FRAMES	34.00
	INVOICES TOTAL:	73.96

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MAY BILLS POSTAGE	2,771.91
	INVOICES TOTAL:	2,771.91

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	PLEATED AIR FILTERS	95.88
	INVOICES TOTAL:	95.88

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	REDUCTION IN ANNUAL CHARGES	-18.40
	INVOICES TOTAL:	-18.40

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS	5,304.00
1 WATER RESOURCES INC	WATER METERS	6,194.50
1 WATER RESOURCES INC	WATER METERS	3,925.40
	INVOICES TOTAL:	15,423.90

547072-DWC CAPITAL BUY IN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - MARCH 22	36,196.20
	INVOICES TOTAL:	36,196.20

5090-WATER CAPITAL PROJECTS EXP

581040-INFRASTRUCTURE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	WATER WELL ABANDONMENT	3,268.75
	INVOICES TOTAL:	3,268.75

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/APR 2022	625.00
	INVOICES TOTAL:	625.00

522500-EQUIPMENT RENTALS

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

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1 VERIZON WIRELESS	WIRELESS SERVICES	294.33
		INVOICES TOTAL: 294.33

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	442.18
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,424.70
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	610.34
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	325.07
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	464.34
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	775.42
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	134.10
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	464.64
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	441.10
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	284.21
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	147.02
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	833.46
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	276.38
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	218.16
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	327.50
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	640.53
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	140.96
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	770.72
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	38,637.31
1 NICOR GAS	GAS BILL	50.03
1 NICOR GAS	GAS BILL	52.14
1 NICOR GAS	GAS BILL	159.94
1 NICOR GAS	GAS BILL	596.97
1 NICOR GAS	GAS BILL	50.10
1 NICOR GAS	GAS BILL	50.72
1 NICOR GAS	GAS BILL	160.40
1 NICOR GAS	GAS BILL	51.74
1 NICOR GAS	GAS BILL	166.83
1 NICOR GAS	GAS BILL	52.87
1 NICOR GAS	GAS BILL	51.72
1 NICOR GAS	GAS BILL	66.18
		INVOICES TOTAL: 48,867.78

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	90.00
		INVOICES TOTAL: 90.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	35.83
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	780.92
		INVOICES TOTAL: 816.75

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530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	5,403.08
1 PRO CHEM INC	NITRILE GLOVES	825.38
INVOICES TOTAL:		6,228.46

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TRASH BAGS/DOCUMENT FRAMES	61.88
INVOICES TOTAL:		61.88

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MAY BILLS POSTAGE	2,771.90
INVOICES TOTAL:		2,771.90

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STANDARD EQUIPMENT COMPANY	ROOT CUTTER KIT	1,381.72
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
INVOICES TOTAL:		1,531.72

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA EXPO REGISTRATION FEES	70.00
INVOICES TOTAL:		70.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHERN IL WATER ANALYST ASSOC	ANNUAL MEMBERSHIP FEE	10.00
INVOICES TOTAL:		10.00

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT/APR 22	938.24
INVOICES TOTAL:		938.24

5190-SEWER CAPITAL PROJECTS EXP

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	505,588.16
INVOICES TOTAL:		505,588.16

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5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

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

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	110.97
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	887.16
1 NICOR GAS	GAS BILL	80.06
1 NICOR GAS	GAS BILL	363.15
1 VERIZON WIRELESS	WIRELESS SERVICES	39.99
INVOICES TOTAL:		1,481.33

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	30.46
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	434.53
1 JOHNSON CONTROLS SECURITY SOLUTIONS	REDUCTION IN ANNUAL CHARGES	-189.50
1 JOHNSON CONTROLS SECURITY SOLUTIONS	REDUCTION IN ANNUAL CHARGES	-27.72
1 ROSCOE CO	MATS	278.34
INVOICES TOTAL:		1,393.61

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	407.25
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,338.72
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	65.94
1 NICOR GAS	GAS BILL	1,045.59
INVOICES TOTAL:		3,857.50

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	STAFF SHIRT	19.50
1 ADIDAS AMERICA INC	STAFF APPAREL	110.76
1 AMAZON CAPITAL SERVICES INC	LABEL TAPE	20.54
1 EDWARD DON & COMPANY	CREDIT - RETURN	-41.88
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	55.95
1 THE HOME DEPOT PRO	HAND SOAP	60.64

** Indicates pre-issue check.

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1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	150.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	32.15
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	166.96
<u>INVOICES TOTAL:</u>		<u>574.62</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LEGAL PADS	10.66
1 AMAZON CAPITAL SERVICES INC	COPY PAPER/FOLDERS	10.70
<u>INVOICES TOTAL:</u>		<u>21.36</u>

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	256.47
<u>INVOICES TOTAL:</u>		<u>256.47</u>

534331-PURCHASES - GOLF SHOES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF SHOES	145.69
1 ADIDAS AMERICA INC	GOLF SHOES	240.00
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF SHOES	84.99
<u>INVOICES TOTAL:</u>		<u>470.68</u>

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRIDGESTONE GOLF INC	GOLF BALLS	441.47
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	240.72
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	557.60
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	450.00
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	500.00
<u>INVOICES TOTAL:</u>		<u>2,189.79</u>

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	211.60
<u>INVOICES TOTAL:</u>		<u>211.60</u>

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF APPAREL	195.00
1 ADIDAS AMERICA INC	GOLF APPAREL	552.50
1 ADIDAS AMERICA INC	GOLF APPAREL/ACCESSORIES	292.60
1 ADIDAS AMERICA INC	GOLF APPAREL	305.00
1 ADIDAS AMERICA INC	GOLF APPAREL	465.00
1 CLICGEAR USA	GOLF MERCHANDISE	426.00
1 DAPHNE'S HEADCOVERS	HEADCOVERS	333.05
1 GLOVE IT LLC	GOLF MERCHANDISE/APPAREL	170.93

** Indicates pre-issue check.

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INVOICES TOTAL: 2,740.08

5510-GOLF MAINTENANCE EXPENSES

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
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
<u>INVOICES TOTAL:</u>		<u>125.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	779.56
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	21.98
1 NICOR GAS	GAS BILL	394.55
1 NICOR GAS	GAS BILL	348.54
<u>INVOICES TOTAL:</u>		<u>1,544.63</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	955.00
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	2,257.50
1 CHICAGOLAND TURF	HERBICIDE	2,687.88
<u>INVOICES TOTAL:</u>		<u>5,900.38</u>

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	HEDGE CLIPPER	437.09
<u>INVOICES TOTAL:</u>		<u>437.09</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	MAINTENANCE SUPPLIES	146.40
1 REINDERS INC	MAINTENANCE SUPPLIES	364.72
1 REINDERS INC	MAINTENANCE SUPPLIES	262.08
<u>INVOICES TOTAL:</u>		<u>773.20</u>

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 1ST AYD CORPORATION	DISPOSABLE LATEX GLOVES	23.79
1 1ST AYD CORPORATION	DISPOSABLE LATEX GLOVES	223.38
1 TOP TO BOTTOM INSTALLATIONS	BURGLAR ALARM MONITORING	150.00
<u>INVOICES TOTAL:</u>		<u>397.17</u>

** Indicates pre-issue check.

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5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	56.00
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	56.00
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.33
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.83
1 SYSCO FOOD SERVICES - CHICAGO	ECOLAB DISH LEASE - FEB 2022	90.00
INVOICES TOTAL:		405.66

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	JOB AD POSTINGS	210.11
INVOICES TOTAL:		210.11

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	389.78
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	10.99
1 NICOR GAS	GAS BILL	174.27
INVOICES TOTAL:		575.04

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CLEANING CLOTHS	65.36
1 CINTAS CORPORATION	FIRST AID SUPPLIES	69.48
1 EDWARD DON & COMPANY	SERVING UTENSILS	120.54
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	106.69
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	101.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	105.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	257.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	78.10
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	100.00
1 SYSCO FOOD SERVICES - CHICAGO	TABLEWARE/FOOD CONTAINERS	100.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES/COOK SHIRTS	84.95
INVOICES TOTAL:		1,188.12

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES/COOK SHIRTS	61.10
INVOICES TOTAL:		61.10

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LEGAL PADS	10.66

** Indicates pre-issue check.

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 INVOICES DUE ON/BEFORE 5/17/2022

1 AMAZON CAPITAL SERVICES INC	COPY PAPER/FOLDERS	32.40
		INVOICES TOTAL: 43.06

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,000.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	436.30
** 1 EUCLID BEVERAGE LLC	BEER PURCHASE	361.55
1 EUCLID BEVERAGE LLC	BEER PURCHASE	120.42
1 GRECO AND SONS INC	FOOD PURCHASE	204.22
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	75.00
1 GRECO AND SONS INC	FOOD PURCHASE	91.87
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	210.99
1 LAKESHORE BEVERAGE	BEER PURCHASE	128.57
** 1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	208.60
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	284.26
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	367.59
** 1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	727.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	802.47
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	297.77
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	30.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	204.22
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	104.22
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	305.52
		INVOICES TOTAL: 5,960.57

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARCIA BLUM	FOODSERVICE MGR SANITATION CLASS	97.50
		INVOICES TOTAL: 97.50

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALSCO	LINEN SERVICES	100.51
1 ALSCO	LINEN SERVICES	258.35
1 ALSCO	LINEN SERVICES	242.82
1 ALSCO	LINEN SERVICES	319.47
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.34
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.84
1 SYSCO FOOD SERVICES - CHICAGO	ECOLAB DISH LEASE - FEB 2022	90.00
		INVOICES TOTAL: 1,312.83

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	JOB AD POSTINGS	210.11
1 THE KNOT WORLDWIDE INC	ADVERTISING	2,162.30
1 THE KNOT WORLDWIDE INC	ADVERTISING	882.00
INVOICES TOTAL:		3,254.41

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	389.78
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	10.99
1 NICOR GAS	GAS BILL	174.27
INVOICES TOTAL:		575.04

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CLEANING CLOTHS	65.37
1 CINTAS CORPORATION	FIRST AID SUPPLIES	69.48
1 EDWARD DON & COMPANY	SERVING UTENSILS	120.54
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	106.70
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	101.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	88.99
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	105.00
1 MLA WHOLESALE INC	FLOWERS	100.90
1 MLA WHOLESALE INC	FLOWERS	205.65
1 SIGNARAMA	WEDDING BANNER	55.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	453.90
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	78.09
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	196.88
1 SYSCO FOOD SERVICES - CHICAGO	TABLEWARE/FOOD CONTAINERS	253.28
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES/COOK SHIRTS	84.96
INVOICES TOTAL:		2,085.74

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES/COOK SHIRTS	61.10
INVOICES TOTAL:		61.10

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LEGAL PADS	10.66
1 AMAZON CAPITAL SERVICES INC	COPY PAPER/FOLDERS	59.56
INVOICES TOTAL:		70.22

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	320.18

** Indicates pre-issue check.

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1	THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	316.99
1	THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	214.99
1	THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	286.00
1	BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	3,628.88
1	ELGIN BEVERAGE CO	BEER PURCHASE	219.10
1	ELGIN BEVERAGE CO	BEER PURCHASE	75.00
**	1 EUCLID BEVERAGE LLC	BEER PURCHASE	361.55
1	FORTUNE FISH & GOURMET	FOOD PURCHASE	361.34
1	GRECO AND SONS INC	FOOD PURCHASE	809.44
1	GRECO AND SONS INC	FOOD PURCHASE	646.60
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	166.88
1	GRECO AND SONS INC	FOOD PURCHASE	615.71
1	GRECO AND SONS INC	FOOD PURCHASE	657.11
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	611.31
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	179.08
1	GRECO AND SONS INC	FOOD PURCHASE	38.49
1	GRECO AND SONS INC	FOOD PURCHASE	50.00
1	GRECO AND SONS INC	FOOD PURCHASE	364.06
1	GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	361.58
1	GRECO AND SONS INC	FOOD PURCHASE	143.94
1	IL GIARDINO DEL DOLCE INC	MINI PASTRIES	240.00
1	IL GIARDINO DEL DOLCE INC	MINI PASTRIES & COOKIES	141.00
1	LAKESHORE BEVERAGE	BEER PURCHASE	128.58
1	MIDWEST FOODS	FOOD PURCHASE	499.43
1	MIDWEST FOODS	FOOD PURCHASE	502.92
**	1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	208.60
1	PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	284.26
**	1 SAM'S CLUB	MATERIALS & SUPPLIES	205.30
**	1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	1,000.00
1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	2,457.42
1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	1,105.33
1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	548.90
1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,748.51
1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,896.97
1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	2,442.07
1	SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	702.97
			<u>INVOICES TOTAL:</u>
			<u>24,540.49</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARCIA BLUM	FOODSERVICE MGR SANITATION CLASS	97.50
		<u>INVOICES TOTAL:</u>
		<u>97.50</u>

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	101.00

** Indicates pre-issue check.

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1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	56.55
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	157.70
INVOICES TOTAL:		315.25

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	400.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	294.22
** 1 EUCLID BEVERAGE LLC	BEER PURCHASE	952.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	281.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	355.40
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	122.24
1 LAKESHORE BEVERAGE	BEER PURCHASE	173.55
** 1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	247.41
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	109.96
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	314.17
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	342.24
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	114.35
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	370.42
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	295.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	120.00
INVOICES TOTAL:		4,491.96

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOMATIC BUILDING CONTROLS LLC	ANNUAL SERVICE AGREEMENT	3,400.00
1 AUTOMATIC BUILDING CONTROLS LLC	ANNUAL SERVICE AGREEMENT	3,400.00
1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGMT SERVICE JUNE 2022	16,650.00
1 MACMUNNIS INC	2019 REAL ESTATE TAX	309.42
1 NORTHWEST MUNICIPAL CONFERENCE	EMPLOYEE ASSISTANCE PROGRAM	3,807.00
1 SCHINDLER ELEVATOR CORPORATION	ANNUAL MAINTENANCE AGREEMENT	9,482.64
INVOICES TOTAL:		37,049.06

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARCHIVESOCIAL INC	ANNUAL SUBSCRIPTION RENEWAL	5,089.80
** 1 CARDMEMBER SERVICE	GIS AUTOMATION	9.00
1 CENTER FOR INTERNET SECURITY INC	ENDPOINT SECURITY & MONITORING	7,501.91
1 CENTER FOR INTERNET SECURITY INC	ENDPOINT SECURITY & MONITORING	377.40
1 COMCAST	INTERNET SERVICE	91.90
1 MOBILE WIRELESS LLC	ANNUAL FEE/NETMOTION PLATFORM	4,998.00
1 SERVICE EXPRESS LLC	ANNUAL SERVICE AGREEMENT	1,385.68
INVOICES TOTAL:		19,453.69

** Indicates pre-issue check.

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524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR CODE INSPECTION	41.00
1 TRUGREEN	FERTILIZER APPLICATION	146.49
INVOICES TOTAL:		427.09

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	208.40
1 VERIZON WIRELESS	WIRELESS SERVICES	410.13
1 VERIZON WIRELESS	WIRELESS SERVICES	517.42
INVOICES TOTAL:		1,135.95

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	86.76
1 NICOR GAS	GAS BILL	183.76
1 NICOR GAS	GAS BILL	1,369.21
INVOICES TOTAL:		1,639.73

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SOFTWARE/SUGGESTION BOX	169.35
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	78.67
1 WAREHOUSE DIRECT	PAPER TOWELS/BATH TISSUE	520.32
1 WAREHOUSE DIRECT	DIXIE CUPS	126.08
1 WAREHOUSE DIRECT	PAPER	722.59
1 WAREHOUSE DIRECT	PICTURE HANGERS/SUPPLIES	32.02
1 WAREHOUSE DIRECT	PENCILS	9.25
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	86.08
INVOICES TOTAL:		1,744.36

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	FIRE ALARM REPAIRS	755.00
INVOICES TOTAL:		755.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ESRI INC	GIS TRAINING	1,640.00
1 CHRIS HOSTETLER	GMIS ILLINOIS CONFERENCE EXPENSES	169.90
INVOICES TOTAL:		1,809.90

546900-CONTINGENCIES

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

VILLAGE OF BARTLETT
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1 ALL MIRROR AND GLASS	GLASS WINDOW PARTITIONS	2,500.00
	INVOICES TOTAL:	2,500.00

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** - 1 CARDMEMBER SERVICE	CLOUD SERVICES	1.40
	INVOICES TOTAL:	1.40

GRAND TOTAL: 2,200,336.87

GENERAL FUND	675,704.29	
MOTOR FUEL TAX FUND	290,770.32	
BREWSTER CREEK TIF MUN ACCT	505.00	
WATER FUND	530,826.65	
SEWER FUND	567,894.22	
PARKING FUND	1,881.33	
GOLF FUND	66,238.88	
CENTRAL SERVICES FUND	66,516.18	
GRAND TOTAL	2,200,336.87	

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2021/22 as of March 31, 2022

Fund	2/28/2022	Receipts	Disburse- ments	3/31/2022
General	19,675,403	2,790,034	2,047,298	20,418,140
MFT	4,595,415	550,090	0	5,145,504
Debt Service	430,718	463,710	1,136	893,292
Capital Projects	2,808,503	137	0	2,808,640
Municipal Building	1,009,205	(3,536)	0	1,005,669
Developer Deposits	2,500,259	24,886	0	2,525,145
59 & Lake TIF	(2,591)	0	0	(2,591)
BC Municipal TIF	1,337,714	27,294	37,013	1,327,995
Bluff City TIF Municipal	170,290	24	0	170,313
Water	3,250,409	987,489	700,480	3,537,418
Sewer	22,023,754	523,782	803,466	21,744,070
Parking	(140,918)	3,252	9,278	(146,945)
Golf	(417,328)	95,371	157,234	(479,192)
Central Services	945,576	121,437	104,133	962,880
Vehicle Replacement	4,252,577	49,746	39,308	4,263,015
TOTALS	62,438,985	5,633,715	3,899,347	64,173,353

Detail of Ending Balance					
	Cash	Investments	Assets/Liab.	Net	3/31/2022
	15,749,016	4,034,887	634,237	634,237	20,418,140
	3,530,585	751,648	863,271	863,271	5,145,504
	702,922	189,267	1,103	1,103	893,292
	33,449	9,006	2,766,185	2,766,185	2,808,640
	571,736	153,944	279,989	279,989	1,005,669
	225,214	1,603,571	696,360	696,360	2,525,145
	697,565	187,825	(887,981)	(887,981)	(2,591)
	1,073,220	288,973	(34,198)	(34,198)	1,327,995
	134,183	36,130	0	0	170,313
	5,098,451	1,372,771	(2,933,805)	(2,933,805)	3,537,418
	2,169,365	584,092	18,990,614	18,990,614	21,744,070
	0	0	(146,945)	(146,945)	(146,945)
	0	0	(479,191)	(479,191)	(479,191)
	643,773	173,341	145,766	145,766	962,880
	1,508,080	406,062	2,348,872	2,348,872	4,263,015
TOTALS	32,137,558	9,791,517	22,244,278	22,244,278	64,173,353

BC Project TIF	3,952,200	189,755	2,000	4,139,955
Bluff City Project TIF	7,987	1	0	7,988
Bluff City SSA Debt Srv.	34,678	488,790	0	523,468
Police Pension	58,220,412	487,926	348,369	58,359,969


 Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
 FISCAL YEAR 2021/22 as of March 31, 2022

Fund	Revenues			Expenditures			
	Actual	Current Year Budget	Percent	Actual	Current Year Budget	Percent	Prior YTD %
General	26,205,972	25,213,747	103.94%	22,959,464	26,297,809	87.31%	84.48%
MFT	2,471,866	2,530,256	97.69%	1,654,495	3,170,000	52.19%	91.95%
Debt Service	12,852,314	3,015,233	426.25%	12,844,124	3,018,675	425.49%	472.47%
Capital Projects	2,766,199	100	100.00%	0	0	0.00%	0.00%
Municipal Building	5,051	5,000	101.02%	438	375,000	0.12%	10.92%
Developer Deposits	227,803	375,000	60.75%	125,637	626,958	20.04%	0.00%
Bluff City SSA	882,222	923,983	95.48%	988,075	1,015,175	97.33%	94.30%
59 & Lake TIF	0	61,000	0.00%	2,591	61,000	4.25%	23.04%
Bluff City Municipal TIF	52,230	35,100	148.80%	0	105,000	0.00%	0.00%
Bluff City Project TIF	2,186,696	2,030,500	107.69%	2,186,655	2,030,000	107.72%	28.33%
Brewster Creek Municipal TIF	964,964	875,500	110.22%	549,141	1,207,867	45.46%	50.67%
Brewster Creek Project TIF	8,104,149	9,090,000	89.15%	8,033,594	9,088,040	88.40%	133.40%
Water	11,602,287	12,237,500	94.81%	9,359,324	13,264,853	70.56%	76.74%
Sewer	6,102,796	22,967,000	26.57%	5,733,970	27,258,677	21.04%	58.08%
Parking	33,364	100,000	33.36%	121,427	272,787	44.51%	53.08%
Golf	2,172,278	2,414,258	89.98%	2,130,006	2,401,103	88.71%	77.33%
Central Services	1,340,337	1,456,404	92.03%	1,151,694	1,450,904	79.38%	76.03%
Vehicle Replacement	564,176	605,770	93.13%	262,882	659,619	39.85%	101.94%
Police Pension	3,366,544	6,333,403	53.16%	2,794,694	6,333,403	44.13%	42.44%
Subtotal	81,901,250	90,269,754	90.73%	70,898,210	98,636,870	71.88%	93.80%
Less Interfund Transfers	(4,456,192)	(4,886,665)	91.19%	(4,456,192)	(4,886,665)	91.19%	90.57%
Total	77,445,058	85,383,089	90.70%	66,442,018	93,750,205	70.87%	94.00%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2021/22 as of March 31, 2022

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	11,628,205	11,541,646	100.75%	98.30%
Sales Taxes (General Fund)	3,201,812	3,400,000	94.17%	87.09%
Income Taxes	5,278,680	4,560,000	115.76%	97.49%
Telecommunications Tax	396,837	480,000	82.67%	84.59%
Home Rule Sales Tax	2,363,989	2,380,000	99.33%	77.44%
Real Estate Transfer Tax	1,198,567	850,000	141.01%	148.19%
Use Tax	1,516,687	900,000	168.52%	119.95%
Building Permits	751,175	650,000	115.57%	127.05%
MFT	1,564,810	1,620,000	96.59%	83.65%
Water Charges	11,322,214	12,000,000	94.35%	95.47%
Sewer Charges	5,830,229	6,075,000	95.97%	80.06%
Interest Income	19,994	45,600	43.85%	41.61%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2021/22 as of March 31, 2022

Fund	Actual	Current Year Budget	Percent
Golf Program			
Revenues	1,281,246	1,363,258	93.98%
Expenses	1,160,918	1,340,168	86.62%
Net Income	120,329	23,090	521.13%
F&B - Restaurant			
Revenues	134,306	150,000	89.54%
Expenses	330,372	335,184	98.56%
Net Income	(196,066)	(185,184)	105.88%
F&B - Banquet			
Revenues	618,595	765,000	80.86%
Expenses	574,270	661,251	86.85%
Net Income	44,325	103,749	42.72%
F&B - Midway			
Revenues	138,130	136,000	101.57%
Expenses	64,446	64,500	99.92%
Net Income	73,684	71,500	103.05%
Golf Fund Total			
Revenues	2,172,278	2,414,258	89.98%
Expenses	2,130,006	2,401,103	88.71%
Net Income	42,272	13,155	321.34%

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	299,302
November	179,526	186,229	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608
December	165,188	170,530	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214
January	181,865	174,037	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703
February	161,047	149,669	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927
March	168,154	210,506	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392
April	147,189	151,678	141,054	149,630	167,837	180,413	170,866	193,930	211,072	
Total	2,048,447	2,083,807	2,076,100	2,210,232	2,352,909	2,440,227	2,401,729	2,532,977	2,468,994	3,217,728
% increase	3.43%	1.73%	-0.37%	6.46%	6.46%	3.71%	-1.58%	5.46%	-2.53%	51.56%
Budget	1,975,000	2,010,000	2,075,000	2,115,000	2,205,000	2,400,000	2,425,000	2,460,000	2,575,000	3,400,000

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 0012142

Fiscal Year: 2022 Issue Date: 03/08/22

Warrant Total: \$308,392.02 Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A2113995	2A2113995	\$308,392.02

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$308,392.02	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 03/08/2022
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: DEC. 2021 COLL MO: JAN. 2022 VCHR MO: MAR. 2022
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	131,236
November	89,027	77,655	90,552	101,486	93,216	92,796	92,950	153,788	131,647	144,611
December	85,014	103,117	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239
January	82,788	90,866	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177
February	70,348	83,687	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768
March	83,251	65,802	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179
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	1,504,467
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	1,357,885	2,018,866
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%	17.58%



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

April 1, 2022

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR MARCH, 2022

Beginning Unobligated Balance		\$8,226,596.85
Motor Fuel Tax Fund Allotment	\$80,076.02	
MFT Transportation Renewal Fund Allotment	\$57,102.85	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$137,178.87
Plus Credits Processed		\$452,628.22
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$8,816,403.94

PROCESSED TRANSACTIONS:

CREDITS:

Date	Section	Category	Memo	Amount
3/21/2022		Supplemental Allotment	FY2022 Rebuild Illinois Bond Grant Installment #5	\$452,628.22
			TOTAL	\$452,628.22

**PROCLAMATION
NATIONAL PUBLIC WORKS WEEK
MAY 15 – 21, 2022**

WHEREAS, public works professionals focus on infrastructure, facilities, emergency management and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the Village of Bartlett; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment, forestry, public buildings and other structures and facilities essential for our residents; and,

WHEREAS, it is in the public interest for the residents, civic leaders and children in the Village of Bartlett to gain knowledge of and to maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective community; and,

WHEREAS, the year of 2022 marks the 62nd annual National Public Works Week, sponsored by the American Public Works Association;

NOW, THEREFORE, I, Kevin Wallace, Village President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby proclaim **May 15 – 21, 2022** as **NATIONAL PUBLIC WORKS WEEK** in the Village of Bartlett. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Dated this 17th day of May, 2022



Kevin Wallace, Village President

**PROCLAMATION
PROCLAIMING MAY 9 – MAY 13, 2022
AS ECONOMIC DEVELOPMENT WEEK**

WHEREAS, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers, and

WHEREAS, the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives such as the Accredited Economic Development Organization program, the Certified Economic Developer designation, and the Entrepreneurship Development Professional, and

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base, and

WHEREAS, economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy, and

WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions, and

WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions, and

WHEREAS, economic developers that work in the Village of Bartlett have sparked a new era of development in the Village of Bartlett with more to come, and

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby proclaim the week of May 9 through May 13, 2022, as Economic Development Week, and remind individuals of the importance of this community celebration which supports expanding career opportunities and making lives better.

Dated this 17th day of May 2022



Kevin Wallace, Village President

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM

22-38

DATE: May 9, 2022
TO: Paula Schumacher, Village Administrator
FROM: Roberta B. Grill, PDS Director 
RE: **(#22-04) 169 Crystals Ln**

PETITIONER

Richard Crofton

SUBJECT SITE

169 Crystals Ln.

REQUEST

Variation – Swimming Pool in the Corner Side Yard

To facilitate construction of the swimming pool, this case is being forwarded directly to the Village Board for a final vote.

ZONING HISTORY

The property was annexed into the Village in 1970 by Ordinance # 1970-20 and zoned R-1 Single Family Residence District. The property was rezoned to the ER-2 Estate Residence District as a part of the 1978 comprehensive rezoning of the Village. The property is located within the Baron of Bartlett Subdivision which was recorded in 1977.

DISCUSSION

1. The subject property is zoned ER-2 (Estate Residence Single Family).
2. A building permit was issued in 1999 for a 15-foot diameter above ground swimming pool in the corner-side yard. At the time, the Zoning Ordinance prohibited swimming pools in the 35-foot **required** corner side yard. As the pool was located 69 feet from the corner side property line, the pool was in conformance with the Zoning Ordinance requirement.

3. The accessory structure regulations of the Zoning Ordinance were amended in 2012 to remove the word "required" from each of the yard requirements. As a result, swimming pools are not permitted in the entire corner side yard, making the existing pool nonconforming. *Staff has attached a diagram identifying the corner side yard and **required** corner side yard for this property.*
4. The petitioner has applied for a building permit to replace the existing pool with a larger 15-foot by 26-foot above ground swimming pool 58 feet from the corner side property line.
5. Possible locations for a pool in the rear yard are limited due to the location of the septic tank, septic field, and utility lines in the rear yard of the property. According to the Village Health/Code Enforcement Officer, a swimming pool must be located at least 25 feet from a septic tank or field.
6. The petitioner is requesting a variation to allow a swimming pool in the corner-side yard, 58 feet from the corner side property line along Naperville Road.
7. If the variation is approved, the permit to construct the above ground swimming pool could be issued.

RECOMMENDATION

1. The **Planning & Zoning Commission** reviewed the petitioner's variation request, conducted the public hearing and recommended **approval** at their May 5, 2022 meeting based upon the following findings of fact:
 - A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
 - B. That conditions upon which the petition for variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
 - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
 - D. That the alleged difficulty or hardship is caused by the provision of

this Title and has not been created by any person presently having an interest in the property.

- E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
 - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
 - G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
2. The Ordinance approving the variation request is attached for your review and consideration.
 3. The Planning & Zoning Commission minutes, application and other background information are attached for your reference.

dk/attachments

X:\Comdev\Memos 2022\038_169 Crystals_variance_vb.docx

ORDINANCE 2022 - _____

**AN ORDINANCE GRANTING A VARIATION TO ALLOW A SWIMMING POOL IN
THE CORNER SIDE YARD FOR 169 CRYSTALS LANE**

WHEREAS, Richard Crofton (the "Owner") is the owner of 169 Crystals Lane, Bartlett, Illinois, zoned ER-2 (Estate Residence Single Family), legally described in Section Two of this Ordinance, and referred to herein as the "Subject Property"; and

WHEREAS, The Owner has filed a petition (the "Petition") for a variation to allow a swimming pool in the corner side yard (the "Variation") on the Subject Property; and

WHEREAS, a public hearing has heretofore been held by the Bartlett Planning & Zoning Commission (the "Commission") on May 5, 2022 pursuant to public notice as required by law, with respect to the Petition (Case #22-04) for the Variation at 169 Crystals Lane in the ER-2 (Estate Residence Single Family) Zoning District;

WHEREAS, the Planning & Zoning Commission has recommended approval of the variation to the corporate authorities; and

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

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

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

- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- B. That conditions upon which the petition for variation is based are unique to the

property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.

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

SECTION TWO: The variation to allow a swimming pool in the corner side yard, in the ER-2 (Estate Residence Single Family) Zoning District, is hereby granted for 169 Crystals Lane, Bartlett, Illinois, legally described as:

LOT 1 IN THE BARON OF BARTLETT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1977 AS DOCUMENT NUMBER 23836433 IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 06-33-301-018

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

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: this 17th day of May 2022

APPROVED: this 17th day of May 2022

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022-____, enacted on May 17, 2022 and approved on May 17, 2022 as the same appears in the official records of the Village of Bartlett.

Lorna Giless, Village Clerk



Village of Bartlett
Planning and Zoning Commission
May 5, 2022

(#22-04) 169 Crystals Ln
Variation – Swimming Pool in the Corner Side Yard
PUBLIC HEARING

The following exhibits were presented:

Exhibit A – Picture of Sign

Exhibit B – Mail Affidavit

Exhibit C – Notification of Publication

The petitioner, **Richard Crofton**, 169 Crystals Lane came forward and was sworn in by **M. Werden**. **R. Crofton** stated, we are here to ask for a Variance from the Commission for a swimming pool. I have lived in this house for about 6 years. When we moved in there was a 15' pool and this year the pool rotted out and does not hold water. That pool is unrepairable and had to be removed. The pool is behind the house, but is in the side yard. There is also a raised deck that is attached to the pool. This is a very unique neighborhood. It is a very quiet and beautiful area. This is not a typical subdivision. We have a septic system. We do not have curbs, sidewalks or a sewer system. We are surrounded by unincorporated properties. Our house is along a heavily wooded parkway with an angled lot. We are looking to put our new pool in the existing area since the old pool is not repairable. We have a unique lot because Sayer Road angles and there are woods along the road. If I do not have a pool, I will have a large hole in my backyard and a raised deck. It would be very expensive to fill that if I do not have a pool. We have exhausted all of our options because directly behind our house, we have trees, a berm, and a huge oak tree and to the left of that tree we have our septic system. We have 2 large tanks and a drain line. The septic field goes out to the fence that surrounds our neighbors' lot. None of our neighbors have objected to this. There are only 6 houses on Crystals Lane and 3 of those houses have pools. **M. Werden** I was out to the site Monday and I could see how wooded it is there and that blocks the view, which probably is part of the reason why normally we would not have it in the side yard, right? **K. Stone** the original text of the zoning ordinance had the word "required" corner side yard where pools were prohibited. The word "required" was eliminated when the code was revised in 2012. When the original pool was built, it was built in accordance with the zoning ordinance at that time. Because of the change in 2012 and the removal of the word "required" it is no longer allowed in corner side yard area of the lot as shown on the diagram. **M. Werden** the lot has an unusual configuration the way it is on an angle. **J. Miaso** how big will the new pool be? **R. Crofton** it will be a 15' x 27' oval pool. **M. Werden** did you get any calls from the public about this? **D. Kamperschroer** no, we did not. **G. Koziol** I agree that the shape of this lot is very unusual and you cannot put the pool anywhere but in that corner because of the septic system and you do have a wooded lot, which makes the pool less visible. Part of the pool is tucked behind the house. I do not think this is asking for too much.

M. Werden opened the public hearing portion of the meeting. No one from the public came forward.

G. Koziol made a motion to pass along a **positive recommendation** to the Village Board to approve case **(#22-04) 169 Crystals Lane, a variance for a swimming pool in the corner side yard** subject to the conditions and findings of fact outlined in the staff report.



Village of Bartlett
Planning and Zoning Commission
May 5, 2022

Motioned by: G. Koziol
Seconded by: J. Miaso

M. Werden closed the public hearing portion of the meeting.

Roll Call

Ayes: B. Bucaro, S. Callahan, C. Deveaux, M. Hopkins, J. Kapadoukakis, G. Koziol, J. Miaso, M. Werden
Nays: None

The motion carried.

April 6, 2022

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

RECEIVED
PLANNING & DEVELOPMENT

APR 06 2022

VILLAGE OF
BARTLETT

RE: Variation application

Dear Board:

With the attached application and required materials, I am requesting a variance in order to replace and upgrade a pool currently located in our rear/side yard.

I purchased this house approximately 6 years ago. The pool was existing when the house was purchased and we enjoyed several years of use. The house along with surrounding residences are zoned ER2 and are located in a rural area. No sidewalks, street curbs, water or sewer. The lot is 1 acre. I am on a unique corner lot.

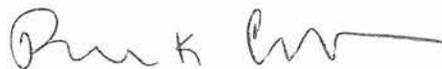
Please refer to exhibit I. The yellow line reflects the area the current ordinance deemed as my "side yard" therefore prohibiting me from having any structures. Measured with Google Maps, this is 13,951 sq ft of unusable space. The strict application of the requirements will create a practical difficulty or unnecessary hardship. These are circumstances not created by me, but by the uniqueness of the property. The option for an alternate location is non-existent due to septic tanks, septic fields, Utilities and drainage in the north portion of the rear property.

The current location of the existing pool as well as deck is ideal for safety, observing swimmers along with the close proximity to phone and house in the event of an emergency. The location is also aesthetically appealing with a profile no higher than 35 inches to deck floor and pool, excluding railing. I have attached a photograph of the deck and pool area marked as exhibit II. Exhibit III shows the front/side elevation. Exhibit IV shows our property line along Sayer/Naperville Road. As you can see, it is entirely wooded and private.

I understand the intent of the ordinances. To keep the vision triangle open and keep the Village appearance orderly of which this variance request complies.

It is my sincere hope that the Village Board will consider and approve our variance and if granted will not alter the essential character of the Village or neighborhood.

Regards,



Richard K Crofton
169 Crystal Lane
Bartlett, IL 60103

EXHIBIT I



RECEIVED
PLANNING & DEVELOPMENT

APR 06 2022

VILLAGE OF
BARTLETT

EXHIBIT II



Sent from the all new AOL app for Android

RECEIVED
PLANNING & DEVELOPMENT

APR 06 2022

VILLAGE OF
BARTLETT

EXHIBIT III



RECEIVED
PLANNING & DEVELOPMENT

APR 06 2022

VILLAGE OF
BARTLETT

EXHIBIT IV



RECEIVED
PLANNING & DEVELOPMENT

APR 06 2022

VILLAGE OF
BARTLETT



VILLAGE OF BARTLETT VARIATION APPLICATION

For Office Use Only
 Case # 2022-03
~~RECEIVED~~
 PLANNING & DEVELOPMENT
 APR 06 2022
 VILLAGE OF
 BARTLETT

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Richard K. Crofton

Street Address: 169 Crystal Lane

City, State: Bartlett, IL

Zip Code: 60103

Email Address: croftonr@comcast.net

Phone Number: 630-302-0733

Preferred Method to be contacted Email

PROPERTY OWNER INFORMATION

Name: Richard K. Crofton

Street Address: 169 Crystal Lane

City, State: Bartlett, IL

Zip Code: 60103

Phone Number: 630-302-0733

OWNER'S SIGNATURE: _____ Date: _____

(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)

DESCRIPTION OF VARIATION REQUEST (i.e. setback, fence height) including SIZE OF REQUEST (i.e. 5ft., 10 ft.)

Allow use of rear side yard for above ground pool approximately 35 ft.

PROPERTY INFORMATION

Common Address/General Location of Property: 169 Crystal Lane

Property Index Number ("Tax PIN"/"Parcel ID"): 06-33-301-018

Acreage: 1 acre

Zoning: ER-2 (Refer to Official Zoning Map)

APPLICANT'S EXPERTS (If applicable, including name, address, phone and email)

Attorney _____

Surveyor _____

Other _____

FINDINGS OF FACT FOR VARIATIONS

Both the Zoning Board of Appeals and the Village Board must decide if the requested variation is in harmony with the general purpose and intent of the Zoning Ordinance and if there is a practical difficulty or hardship in carrying out the strict letter of the regulations of the Zoning Ordinance.

The Zoning Board of Appeals shall make findings based upon evidence presented on the following standards: **(Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the ZBA and Village Board to review.)**

1. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

If the strict application of the ordinance applied, it would create a practical difficulty or unnessesary hardship prohibiting the use of my property. The option for an alternate location is non-existant due to septic tanks, septic fields, drainage and utilities on the north half rear of my property.

2. That conditions upon which the petition for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.

The angle of the road along Naperville/Sayer Road infact creates an extraordinary large side yard consisting of approx 13,900 sq ft of unusable land. All of the properties zoned ER2 in Bartlett which are very few comparably to other zones, may not present the same difficulty but would depend on information I am not privy to, such as locations of septic tanks, utilites etc.

3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.

The purpose of the variation is absolutely NOT based on a desire to make more money out of the property, but to enjoy the property with my grandchildren.

4. That the alleged difficulty or hardship is caused by the provisions of this Title and has not been created by any person presently having an interest in the property.

It is the provisions of the title that has caused the hardship or difficulty. Since I moved in 6 years ago I have not changed anything that would apply to this title. The difficulty is practically due to lot lines and house position and the rules of the title.

5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.

Absolutely will not be detrimental. Because of the large Acre lots and privacy that is provided by the wooded areas around my lot specific, the majority of the public would not even know we have a pool.

6. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

It will not. Acre lots provide for ample space between residences. There is no adjacent neighborhood.

7. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

Agreed.

ACKNOWLEDGEMENT

I understand that by signing this form, that the property in question may be visited by village staff and Board/Commission members throughout the petition process and that the petitioner listed above will be the primary contact for all correspondence issued by the village.

I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the above signatures.

Any late, incomplete or non-conforming application submittal will not be processed until ALL materials and fees have been submitted.

SIGNATURE OF PETITIONER: 

PRINT NAME: Richard K. Crofton

DATE: April 6, 2022

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed on an ongoing basis as they are incurred and will be due within thirty days. All reviews of the petition will be discontinued if the expenses have not been paid within that period. Such expenses may include, but are not limited to: attorney's fees, engineer fees, public advertising expenses, and recording fees. Please complete the information below and sign.

NAME OF PERSON TO BE **BILLED**: Richard K. Crofton

ADDRESS: 169 Crystal Lane
Bartlett, IL 60103

PHONE NUMBER: 630-302-0733

EMAIL: croftonr@comcast.net

SIGNATURE: 

DATE: April 6, 2022



Location Map

169 Crystals Ln.
PIN: 06-33-301-018

2022



0 30 60 120
Feet

714 Fairview Lane
Bartlett, Illinois 60103

Phone: (630) 830-1570
Fax: (630) 830-1844

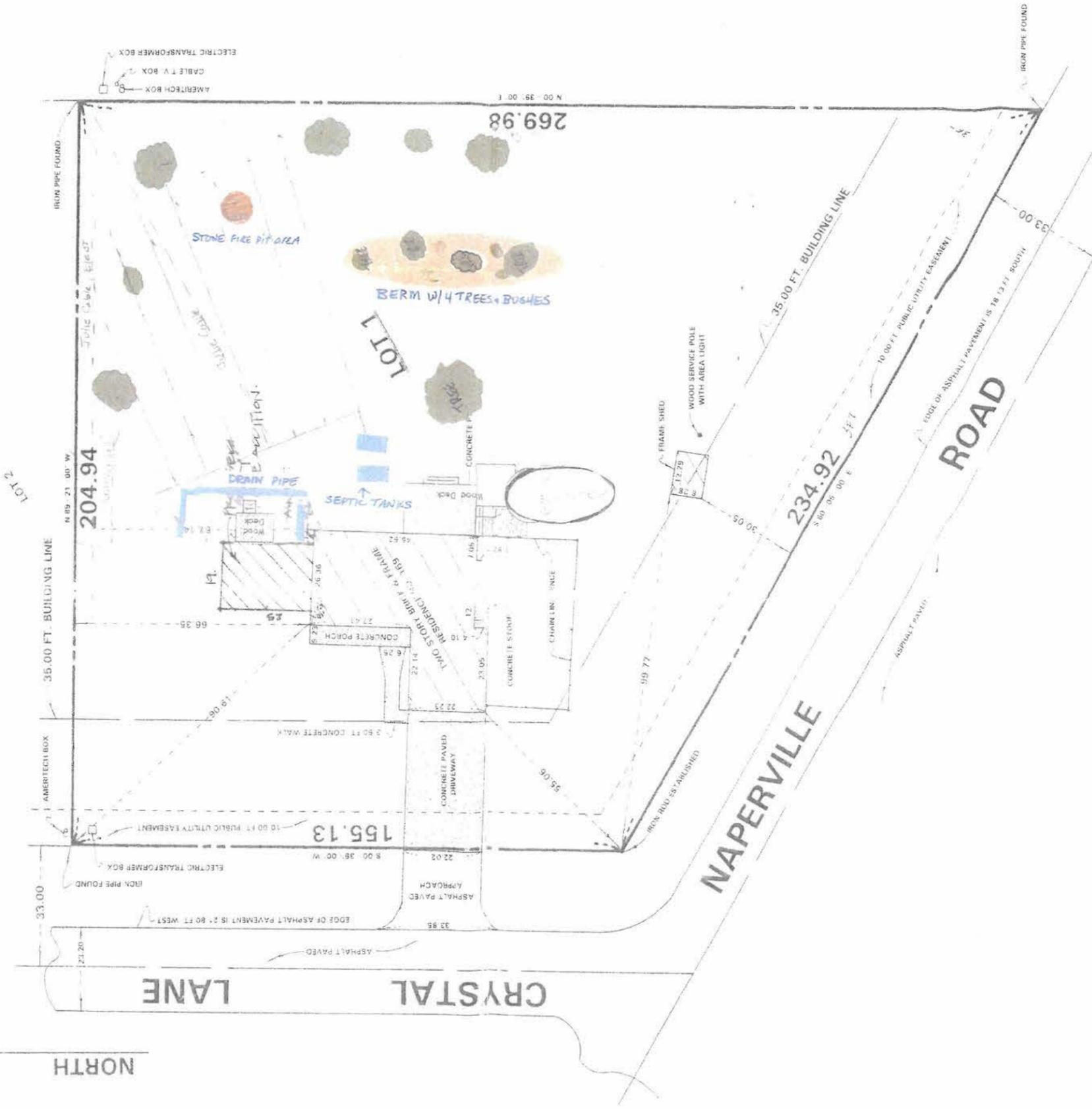
PLAT OF SURVEY MARCHESI SURVEYING

residential commercial surveys

PROPERTY DESCRIPTION

LOT 1 IN THE BARON OF BARTLETT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION J1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1977 AS DOCUMENT NUMBER 23836433 IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 111 CRYSTAL LANE IN BARTLETT, ILLINOIS.



STATE OF ILLINOIS
COUNTY OF DUPAGE

S.S.

I, ROCCO J. MARCHESI, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY
DATED AT BARTLETT, APRIL 3, 1998

Rocco J. Marchese
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 30359



SCALE: ONE INCH = TWENTY FEET
ORDER NO: 98-1989

ORDERED BY: MR. DENNIS M. NOLAN
ATTORNEY AT LAW

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO YOUR ABSTRACT, DEED, CONTRACT AND ZONING ORDINANCE.

714 Fairview Lane
Bartlett, Illinois 60103

PLAT OF SURVEY MARCHESI SURVEYING

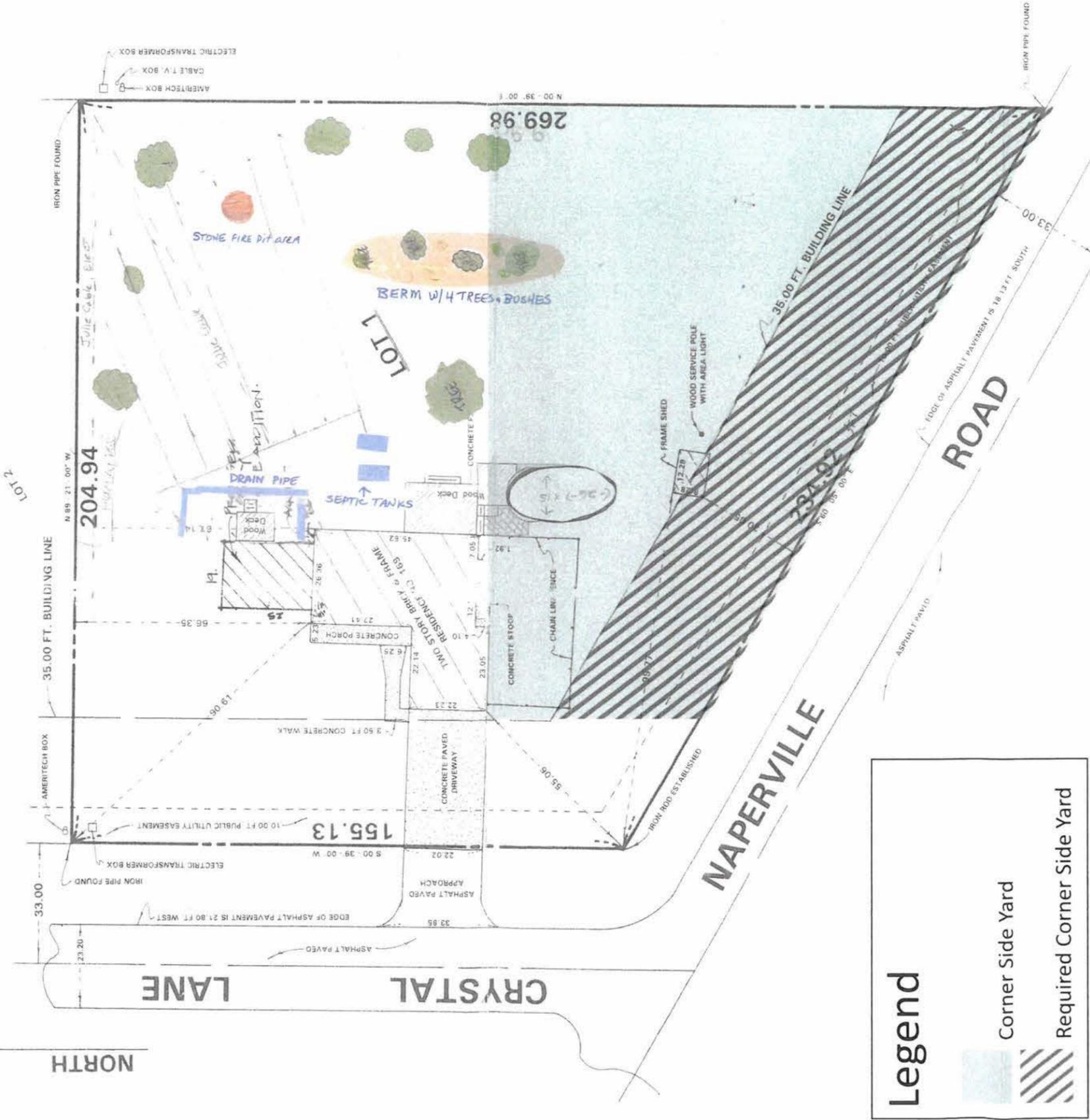
Phone: (630) 830-1570
Fax: (630) 830-1844

residential commercial surveys

PROPERTY DESCRIPTION

LOT 1 IN THE BARON OF BARTLET SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1977 AS DOCUMENT NUMBER 23836433 IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 163 CRYSTAL LANE IN BARTLETT, ILLINOIS.



Legend

- Corner Side Yard
- Required Corner Side Yard

STATE OF ILLINOIS
COUNTY OF DUPAGE
S.S.
I, ROCCO J. MARCHESI, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.
DATED AT BARTLETT, APRIL 3, 1998

Rocco J. Marchese
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3039



SCALE: ONE INCH = TWENTY FEET
ORDER NO.: 98-1989
ORDERED BY: MR. DENNIS M. NOLAN
ATTORNEY AT LAW
COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON. REFER TO YOUR ABSTRACT, DEED, CONTRACT AND ZONING ORDINANCE.

Corner Side Yard Diagram



Agenda Item Executive Summary

Item Name Geek Incorporated BEDA Application

Committee Board
or Board Board

BUDGET IMPACT

Amount: \$1,992.50

Budgeted Yes

List what fund Incentives

EXECUTIVE SUMMARY

For several years, Geek Inc. owner, Bill Ahart has been investigating potential expansion locations for his comic book and collectibles store and found downtown Bartlett to his liking. With Bartlett Cleaners having closed early on in the pandemic, Mr. Ahart leased the space in Main Street Plaza and opened his business this spring. Geek Inc. is the first dedicated comic book store in the village, adds a complementary unique retail use to downtown and is also the only retailer located in Main Street Plaza. In addition to comic books, Geek Inc. sells various games, supplies, and collectible items.

Geek Inc. will be replacing the Bartlett Cleaners sign with a new attractive sign that reads "Comics" along with its logo. Staff is recommending a BEDA grant reimbursement of fifty percent of the cost of a new sign, which amounts to \$1,992.50.

The EDC recommended in favor of this grant by a 5-2 vote at its April 11th meeting. The Community & Economic Development Committee then reviewed it at its May 3rd meeting and forwarded this item for a final vote.

ATTACHMENTS (PLEASE LIST)

Staff Memo, Geek Incorporated Bartlett Economic Development Assistance application including supporting documents, Draft minutes from the April 11, 2022 Economic Development Commission meeting

ACTION REQUESTED

- Motion - I move to approve a BEDA grant in the amount of **\$1,992.50** for Geek Incorporated to install a new business sign with the amount to be paid following completion of the sign to all applicable Codes and submittal of proof of payment.

Staff: Tony Fradin, Economic Development
Coordinator

Date: May 9, 2022

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: May 9, 2022
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator *TF*
RE: Geek Inc. Comics BEDA application

APPLICANTS: Bill Ahart

BACKGROUND:

Geek Inc. Comics has been in business for ten years on Army Trail Road in Carol Stream.

For several years, the owner, Bill Ahart, has been investigating potential expansion locations and found downtown Bartlett to his liking. With Bartlett Cleaners having closed early on in the pandemic, Mr. Ahart leased the space in Main Street Plaza and opened his business this spring.

Geek Inc. is the first dedicated comic book store in the village, adds a complementary unique retail use to downtown and is also the only retailer located in Main Street Plaza. In addition to comic books, Geek Inc. sells various games, supplies, and collectible items.

BEDA APPLICATION:

Geek Inc. will be replacing the Bartlett Cleaners sign with a new attractive sign that reads "Comics" along with its logo.

The attached quote for fabrication and installation of the sign by Signet Sign Company is \$3,985, which excludes permit fees and taxes.

Please note that the attached rendering is for illustrative purposes only and may not accurately reflect the exact dimensions of the proposed sign, which is subject to staff review and acquisition of a permit.

RECOMMENDATION:

Staff is recommending a BEDA grant reimbursement of fifty percent of the cost of the sign, which amounts to **\$1,992.50**.

APRIL 11th EDC MEETING:

Staff presented Mr. Ahart's BEDA application at the April 11th meeting of the Economic Development Commission.

Following the staff report, Commissioners expressed concern with the sign changing size and affecting the cost of the project. Staff ensured them that the grant could not exceed 50% of the total project expenditures per BEDA requirements, and that the cost of the project and subsequently the BEDA grant would only go down if the size of the sign is reduced.

The EDC voted 5-2 to recommend in favor of the recommending a BEDA grant reimbursement of fifty percent of the sign, which amounts to \$1,992.50 to Geek Incorporated.

MAY 3 COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

The Community & Economic Development Committee reviewed Geek Inc's BEDA request at its May 3rd meeting, at which time it was forwarded to the Village Board for a final vote.

MOTION

I move to approve a BEDA grant in the amount of \$1,992.50 for Geek Incorporated's new business sign, to be paid upon completion of the sign to all applicable Codes and submittal of receipts.

Village of Bartlett Economic Development Assistance Application

Applicant Information:

Applicant(s) Name Geek Inc Comics
Applicant(s) Address: 344 S. Main St. Bartlett IL
E-Mail Address: geekinc Comics@gmail.com
Primary Contact for Project: Bill Albert
Cell Phone Number and/or Home Number: 630
Applicant is or will be (check all that apply) Tenant Property Owner
Number of Years in Business: 10 Number of Years in Bartlett: .5
Contact Name and Information for Applicant's Agent or Architect (if any):
N/A

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

Property Information:

Project Property Location/Address: 344 S. Main St. Bartlett IL
This Property is (check all that apply): Retail Restaurant Office
Other (explain)
Number of Businesses on Site: 8
Names of Other Businesses on Site: The Still, Rebecca's Labors, Power West Side
Size of Building (dimensions or total square feet) 10,000 sq ft.
Stories in building: 1 Parking spaces on property: 70
Last Real Estate Taxes Paid: _____
Property Tax Index Number(s) (PIN): _____
County: Cook DuPage Kane

Project Information:

Total Anticipated Project Cost: \$ 4500

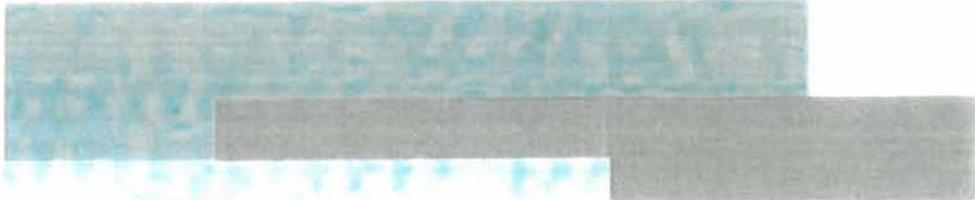
Project Scope: Describe and identify all exterior/interior improvements proposed (Use additional paper if necessary to fully describe proposed project)

Install charcoal letter sign saying Comics above shop entrance

If approved, estimated project completion date: 4/25/22

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

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



Application Statement (Read and Sign Below)

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

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

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

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

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

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

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



3/21/22

Applicant Signature

Date



Return this completed application with attachments to:
Tony Fradin, Economic Development Coordinator
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103



Bill Cody <geekinccomics@gmail.com>

Fwd: Bartlett Illinois correction

1 message

Stacey H <geekinc.assistant@gmail.com>
To: Bill Cody <geekinccomics@gmail.com>

Mon, Nov 8, 2021 at 3:19 PM

----- Forwarded message -----

From: **Stacey H** <geekinc.assistant@gmail.com>
Date: Mon, Nov 8, 2021 at 4:19 PM
Subject: Re: Bartlett Illinois correction
To: Gary Zale <signet@signetglobal.net>

I received it. I'll send it to the owner.

Thanks,
Stacey

On Mon, Nov 8, 2021 at 4:11 PM Gary Zale <signet@signetglobal.net> wrote:

Stacey,

The first quote that we sent you for \$ 1500.00 was for the install only, in case you wanted to ship the sign direct to us. It stated " fabrication" which was incorrect.

The letter set fabricated will be : \$ 2,485.00 plus \$ 165.60 tax on materials. Install was \$ 1500.00

Fab & install \$ 3,985.00 plus permit acquisition, permits, and tax.

Sorry about the mix-up.

Please respond to let me know you received this.

Thank You Very Much

Gary Zale
Sales Manager
Signet Sign Company
808 White Oak Lane
Bartlett, Illinois 60103
Fax: 630.830.8211
Office: 630.830.8242
Cell: 630.309.8242
Website: signetglobal.com
gary@signetglobal.com



 COMICS

YOGA

GEEK INC
COMICS

244

319

COVID RAPID
PCR TESTING

COVID-19 TESTING HERE

FROM DRAFT OF APRIL 11th, 2022 EDC MINUTES:

GEEK INCORPORATED BEDA APPLICATION

Mr. Fradin stated that Geek Inc. Comics has been in business for ten years on Army Trail Road in Carol Stream.

For several years, the owner, Bill Ahart, has been investigating potential expansion locations and found downtown Bartlett to his liking. With Bartlett Cleaners having closed early on in the pandemic, Mr. Ahart leased the space in Main Street Plaza and opened his business this spring.

Geek Inc. is the first dedicated comic book store in the village, and adds a complementary unique retail use to downtown and is also the only retailer located in Main Street Plaza. In addition to comic books, Geek Inc. sells various games, supplies, and collectible items.

Geek Inc. will be replacing the Bartlett Cleaners sign with a new attractive sign that reads "Comics" along with its logo.

The attached quote for fabrication and installation of the sign by Signet Sign Company is \$3,985, which excludes permit fees and taxes.

Please note that the attached sign rendering is for illustrative purposes only and may not accurately reflect the exact dimensions of the proposed sign, which is subject to staff review and acquisition of a permit.

Staff is recommending a BEDA grant reimbursement of fifty percent of the cost of the sign, which amounts to **\$1,992.50**.

Commissioner Gorski asked what size the sign would be, and asked if we know the proper dimensions of the sign are, for this shopping center.

Mr. Fradin stated he did not have that in front of him, and added that the Planning and Development Services department would review that signage. He stated that they would look at the unified sign ordinance, which varies by center. He stated that if anything, the sign may be too large as quoted, and could be scaled down. He added that if the EDC recommends this BEDA grant, it is not an approval on the sign as depicted, just the amount of the grant. This will still go through staff review for the signage approval.

Commissioner Gorski said that he was just curious as the previous sign, as well as the other signs in the center are smaller than the one in the image.

Commissioner Smodilla thanked Mr. Ahart for coming, and that she has always been a fan of comic books, and asked if they had any vintage Superman.

Mr. Ahart stated that they have Superman issues that date back to the 1940's.

Commissioner Smodilla stated that there was not any real information on the square footage of the sign, she is struggling with if that is an accurate cost. She stated that looking back on the Dogfather application, there was a more accurate square footage listed, and there was a good feel for the actual cost of the sign. She added that she is confused with the estimate listed in the packet, and how it was created. She stated that she is not opposed to supporting the grant for a new sign, given it is in the appropriate scale for the building itself, but also reticent approving a cost of nearly \$2,000, if the cost of the sign is substantially less.

Mr. Fradin stated that he anticipated that, and reminded the commission that the maximum grant for BEDA is capped at 50% and stated that if the cost of the sign ended up being cheaper, that they could not exceed 50%.

Commissioner Gorski asked if the grant would be a not to exceed number.

Mr. Fradin stated that could be appropriate in this case.

Commissioner Smodilla stated to Mr. Ahart that he can see the EDC's commitment to Bartlett's small businesses and have had a great success rate in extending these grants, but stated that she cannot vote to approve something that there are not real numbers on, given the commissions obligation to the taxpayers. She added that she is all for it, but would like to see what the actual cost will be once the permitting process is complete.

Mr. Ahart stated that is understood, and added that he forwarded staff a proposal, and stated that he just received the number that was estimated, with no real information on how they came up with the number. He stated that he is confident he can get more thorough details of how they came up with that number, but he does not have those on hand.

Commissioner Smodilla stated that would be helpful, and noted that according to the correspondence in the packet, that they had made one error already and wanted to make sure everyone's pencils were nice and sharp for this one.

Commissioner Perri asked what the hours of the business are. He also asked if his inventory consists of antique books.

Mr. Ahart stated that they are open on weekdays from noon to 7pm, and on Saturdays from 11am-7pm and Sundays from noon to 5pm. He added that the oldest books they have are from the 1920's, a Mutt and Jeff from 1921.

Commissioner Lewensky moved to recommend a BEDA grant reimbursement of fifty percent of the sign, which amounts in the amount of \$1,992.50 to Geek Incorporated, Seconded by Commissioner Gorski.

ROLL CALL VOTE

AYES: Commissioners, Gudenkauf, Hughes, Kubaszko, Lewensky, Perri

NAYS: Commissioners Gorski, Smodilla

ABSENT: Commissioners Erickson, LaPorte

MOTION CARRIED



Agenda Item Executive Summary

Item Name Creation of Class C EXT. Liquor License-7-Eleven Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached for your consideration is an Ordinance amending Section 3-3-2-6: Class C Extended 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.

ATTACHMENTS (PLEASE LIST)

Staff memo dated May 10, 2022
Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Ordinance 2022-_____ an Ordinance amending Section 3-3-2-6: Class C Extended of the Bartlett Liquor Control Ordinance.

Staff: Samuel Hughes
 Sr. Management Analyst

Date: 05/10/2022

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Sr. Management Analyst
Date: May 10, 2022
Re: Liquor License Creation Class C Extended

Attached for your consideration is an ordinance amending Section 3-3-2-6: Class C Extended of the Bartlett Liquor Control Ordinance.

The license allows for the retail sale of alcoholic liquor in the original package only Sun-Thurs. from 8:00 a.m. to 12:00 a.m. (midnight) and Fri-Sat. 8:00 a.m. to 1:00 a.m.

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 2022-____ an Ordinance amending Section 3-3-2-6: Class C Extended of the Bartlett Liquor Control Ordinance.

ORDINANCE 2022-_____

AN ORDINANCE CREATING A CLASS C EXT LIQUOR LICENSE

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

SECTION ONE: That Title 3 of the Bartlett Municipal Code, Section 3, The Bartlett Liquor Control Ordinance, as amended, is hereby further amended as follows:

SECTION TWO: That Title 3 Section 3-3-2-6: C Extended Shall be amended to read as follows:

3-3-2-6:C Ext. NUMBER ISSUED: THE NUMBER OF CLASS C
EXTENDED LICENSES SHALL BE LIMITED TO 4

SECTION THREE: SEVERABILITY

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

SECTION FOUR: REPEAL OF PRIOR ORDINANCES

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

SECTION FIVE: EFFECTIVE DATE

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 17, 2022

APPROVED: May 17, 2022

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 2022-_____ enacted on May 17, 2022 and approved on August 17, 2021 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

An Ordinance Amending Title 6 Of The Bartlett Municipal Code, Entitled "Motor Vehicles and Traffic" To Reorganize And Renumber Certain Parts And Chapters Thereof And To Make Certain Minor Revisions Thereto

Item Name

Committee or Board Board

BUDGET IMPACT

Amount: N/A

Budgeted

N/A

List what fund N/A

EXECUTIVE SUMMARY

Staff is proposing to amend sections of the "Miscellaneous Laws" ordinance in order to update verbiage consistent with the Illinois Vehicle Code (IVC), as well as adopt section 6-15-300 of the IVC to improve our abilities to address commercial vehicles traveling on Village of Bartlett streets.

ATTACHMENTS (PLEASE LIST)

Memo, Ordinance

ACTION REQUESTED

Ordinance

Motion: I Move To Approve Ordinance 2022- _____, An Ordinance Amending Title 6 Of The Bartlett Municipal Code, Entitled "Motor Vehicles and Traffic" To Reorganize And Renumber Certain Parts And Chapters Thereof And To Make Certain Minor Revisions Thereto.

Staff: Patrick Ullrich, Chief of Police

Date: May 6, 2022

POLICE DEPARTMENT MEMORANDUM

22-11

DATE: May 9, 2022
TO: Paula Schumacher, Village Administrator
FROM: Patrick Ullrich, Chief of Police
RE: Request to Amend Village Municipal Code

The police department is requesting the Village Board consider amending the Village Municipal Code to reflect updated numbering and language to be consistent with the Illinois Vehicle Code. Additionally, we are requesting the adoption of 625 ILCS 5/15-316 (e) of the Illinois Vehicle Code into the Village Municipal Code which provides the ability to impose penalties for violations already listed in the Code.

Traffic Complaints, Observations, & Ordinance Review

The police department has received numerous complaints regarding an increase in commercial motor vehicles traveling along Stearns Road between South Bartlett Road and Newport Boulevard. Officers spent hours observing and conducting enforcement, reviewing the posted signage, and reviewing the Village Municipal Code. Upon studying these concerns, the police department determined commercial motor vehicles are using Stearns Road as a cut through to or from major roadways.

Recommendations

The amendments proposed will update and/or replace restrictions previously listed in the Village Municipal Code in Title 6 – Motor Vehicles and Traffic, Chapter 11-400 Miscellaneous Laws.

While reviewing the current Village Municipal Code, the police department learned it was last updated in 2014 and was authored in such a way where the numbering mirrored the Illinois Vehicle Code. Since 2014, there have been changes to the Illinois Vehicle Code, which have not been updated within the Village Municipal Code. The attached amendments are requested to reorganize and renumber the Village Municipal Code consistent with the Illinois Vehicle Code.

Signage should be consistent in size and verbiage. Currently, the Village Municipal Code specifies signage should read “No thru trucks over 12,000 GVW” “Except for local deliveries”. The proposed amendments include signage language, which reads: “No trucks over 12,000 LBS licensed/G.V.W.”, thus eliminating “thru” and “except for local deliveries”. Local deliveries are already allowed and defined in the Village Municipal Code as an exception.

The police department believes clear and concise signage is most advantageous in obtaining compliance along non-designated truck routes such as Stearns Road. When a violation is observed, local enforcement is most effective when the Village Municipal Code reflects the Illinois Vehicle Code, as it was previously intended. By effecting these changes, the police department believes there will be a reduction in violations and a greater ability to conduct enforcement actions.

We identified formatting and codification issues within the Village Municipal Code discovered during our review process and have amended those accordingly.

ORDINANCE 2022 - _____

AN ORDINANCE AMENDING TITLE 6 OF THE BARTLETT MUNICIPAL CODE ENTITLED "MOTOR VEHICLES AND TRAFFIC" TO REORGANIZE AND RENUMBER CERTAIN PARTS AND CHAPTERS THEREOF AND TO MAKE CERTAIN MINOR REVISIONS THERETO

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

SECTION ONE: That the index/introductory provisions for Title 6 are hereby amended and restated as set forth in legislative style as follows:

TITLE 6 MOTOR VEHICLES AND TRAFFIC

PART 1-100. ILLINOIS VEHICLE CODE ADOPTED

6-1-100: CODE ADOPTED:

PART 3-100. MOTOR VEHICLE LICENSES

PART 4-200. ABANDONED, LOST, STOLEN OR UNCLAIMED VEHICLES

PART 4-300. ABANDONED, LOST, STOLEN, UNCLAIMED OR ILLEGALLY PARKED VEHICLES

PART 5-200. DEALERS, TRANSPORTERS, WRECKERS AND REBUILDERS

PART 11-100, 11-200. OBEDIENCE TO AND EFFECT OF TRAFFIC LAWS

PART 11-300, 11-400. TRAFFIC-CONTROL SIGNS AND SIGNALS

PART 11-500. DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL, OTHER DRUGS OR COMBINATION THEREOF

PART 11-600. SPEED RESTRICTIONS

PART 11-700. RULES OF THE ROAD

PART 11-800. TURNING AND STARTING AND SIGNALS

PART 11-900. RIGHT OF WAY

PART 11-1000. PEDESTRIANS' RIGHTS AND DUTIES

PART 11-1200. SPECIAL STOPS

PART 11-1300. STOPPING, STANDING AND PARKING

PART 11-1400. MISCELLANEOUS LAWS

6-11-1400: STATE LAW ADOPTED:

~~6-11-1417.1: LIMITED LOAD STREETS:~~

~~6-11-1417.2: POSTING SIGNS:~~

~~6-11-1417.3: TRUCKS PROHIBITED ON CERTAIN STREETS:~~

~~6-11-1417.3.1: HEAVY VEHICLES CROSSING METRA/MILWAUKEE
DISTRICTWEST LINE RAILROAD CROSSING AT PROSPECT:~~

~~6-11-1417.4: BUSES PROHIBITED ON CERTAIN STREETS:~~

~~6-11-1417.4.1: HEAVY VEHICLES AND BUSES PROHIBITED ON CERTAIN
STREETS:~~

~~6-11-1418: TRUCKS, OTHER COMMERCIAL VEHICLES PROHIBITED ON
DESIGNATED HIGHWAYS/STREETS:~~

6-11-1426.1: ALL-TERRAIN VEHICLES:

PART 11-1500. BICYCLES

CHAPTER 12 VEHICULAR COMPLIANCE CITATIONS

6-12-1: STATE LAW ADOPTED:

6-12-2: AUTHORITY AND PROCEDURE FOR ISSUANCE OF CITATIONS:

6-12-3: PENALTIES AND SETTLEMENT OF PENALTY PROCEDURES:

6-12-4: REGISTRATION PRIMA FACIE EVIDENCE:

6-12-5: SECOND NOTICE OF VEHICULAR COMPLIANCE VIOLATION:

~~PART 13-100. INSPECTION OF VEHICLES~~

PART 13-100. INSPECTION OF VEHICLES

~~PART 15-100, 15-300. VEHICLE WIDTH, LENGTH AND WEIGHT~~

PART 15-100, 15-300. VEHICLE WIDTH, LENGTH AND WEIGHT

6-15-300: STATE LAW ADOPTED

6-15-301: SPECIAL PERMITS

6-15-316: TRUCKS, OTHER COMMERCIAL VEHICLES PROHIBITED ON
DESIGNATED HIGHWAYS/STREETS (renumbered from 6-11-1418)

6-15-316.1: LIMITED LOAD STREETS: (renumbered from 6-11-1417.1)

6-15-316.2: POSTING SIGNS: (renumbered from 6-11-1417.2)

6-15-316.3: TRUCKS PROHIBITED ON CERTAIN STREETS: (renumbered from 6-11-1417.3)

6-15-316.3.1: HEAVY VEHICLES CROSSING METRA/MILWAUKEE DISTRICT/WEST-LINE RAILROAD CROSSING AT PROSPECT: (renumbered from 6-11-1417.3.1)

6-15-316.4: BUSES PROHIBITED ON CERTAIN STREETS: (renumbered from 6-11-1417.4)

6-15-316.4.1: HEAVY VEHICLES AND BUSES PROHIBITED ON CERTAIN STREETS: (renumbered from 6-11-1417.4.1)

~~PART 18C-4000. MOTOR CARRIERS OF PROPERTY~~

PART 18C-4000. MOTOR CARRIERS OF PROPERTY

~~PART 19-100. SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES USED IN THE COMMISSION OF CERTAIN OFFENSES~~

PART 19-100. SEIZURE AND IMPOUNDMENT OF MOTOR VEHICLES USED IN THE COMMISSION OF CERTAIN OFFENSES

CHAPTER 20 ADMINISTRATIVE ADJUDICATION OF PARKING AND VEHICLE COMPLIANCE VIOLATIONS

SECTION TWO: That the Bartlett Municipal Code, Title 6, PART 11-1400; Section 6-11-1400: STATE LAW ADOPTED, is hereby amended to delete and repeal the current table set forth in said Section 6-11-1400 under the heading "MISCELLANEOUS LAWS", and to replace it with the new table set forth and stated in legislative style as follows under the heading "MISCELLANEOUS LAWS" with the new subheadings over the three columns therein entitled "Illinois Vehicle Code (625 ILCS)", "Description", and "Bartlett Municipal Code Citation", with the new footnotes thereto:

PART 11-1400. MISCELLANEOUS LAWS

SECTION:

6-11-1400: State Law Adopted

~~6-11-1417.1: Limited Load Streets~~

~~6-11-1417.2: Posting Signs~~

~~6-11-1417.3: Trucks Prohibited On Certain Streets~~

~~6-11-1417.3.1: Heavy Vehicles Crossing Metra/Milwaukee District/West Line Railroad Crossing At Prospect~~

~~6-11-1417.4: Buses Prohibited On Certain Streets~~

~~6-11-1417.4.1: Heavy Vehicles And Buses Prohibited On Certain Streets~~

~~6-11-1418: Trucks, Other Commercial Vehicles Prohibited On Designated Highways/Streets~~

~~6-11-1426.1: All-Terrain Vehicles~~

~~6-11-1400: STATE LAW ADOPTED:~~

~~The following sections of the Illinois vehicle code are hereby expressly incorporated herein by reference and made a part hereof:~~

MISCELLANEOUS LAWS:	
Unattended motor vehicle	6-5/11-1401
Limitations on backing	6-5/11-1402
Riding on motorcycles	6-5/11-1403
Riding on motorized pedaleycles	6-5/11-1403.1
Obstruction of driver's view or driving mechanism	6-5/11-1406
Opening and closing vehicle doors	6-5/11-1407
Following fire apparatus prohibited	6-5/11-1411
Crossing fire hose	6-5/11-1412
Driving upon sidewalk	6-5/11-1412.1
Putting glass, etc., on highway prohibited	6-5/11-1413
Approaching, overtaking and passing school bus	6-5/11-1414
School buses – stopping, loading and discharging –passengers on highways having four (4) or more –lanes	6-5/11-1415
Obstructing persons on highways	6-5/11-1416
Travel regulated	6-5/11-1417

Trucks, other commercial vehicles prohibited on designated highways ²	6-5/11-1418
Funeral processions	6-5/11-1420
Violation penalty	6-5/11-1422
Stop when traffic obstructed	6-5/11-1425
All-terrain vehicles ²	6-5/11-1426

6-11-140: STATE LAW ADOPTED: the following sections of the Illinois Vehicle Code¹ set forth in the left hand column of the following table under the heading "Illinois Vehicle Code (625 ILCS)" are expressly incorporated herein by this reference and are made a part hereof, and are hereby adopted and restated herein in full in this Section of the Bartlett Municipal Code as described in the middle column under the heading "Description" and renumbered as set forth in the right hand column, and as may be cited to in the following table under the heading "Bartlett Municipal Code Citation" as follows:

MISCELLANEOUS LAWS:		
Illinois Vehicle Code (625 ILCS)	Description	Bartlett Municipal Code Citation
625 ILCS 5/11-1401	Unattended motor vehicle	6-5/11-1401
625 ILCS 5/11-1402	Limitations on backing	6-5/11-1402
625 ILCS 5/11-1403	Riding on motorcycles	6-5/11-1403
625 ILCS 5/11-1403.1	Riding on motorized pedalcycles	6-5/11-1403.1
625 ILCS 5/11-1406	Obstruction of driver's view or driving mechanism	6-5/11-1406
625 ILCS 5/11-1407	Opening and closing vehicle doors	6-5/11-1407
625 ILCS 5/11-1411	Following fire apparatus prohibited	6-5/11-1411

¹ 625 ILCS

625 ILCS 5/11-1412	Crossing fire hose	6-5/11-1412
625 ILCS 5/11-1412.1	Driving upon sidewalk	6-5/11-1412.1
625 ILCS 5/11-1413	Putting glass, etc., on highway prohibited	6-5/11-1413
625 ILCS 5/11-1414	Approaching, overtaking and passing school bus	6-5/11-1414
625 ILCS 5/11-1415	School buses - stopping, loading and discharging passengers on highways having four (4) or more lanes	6-5/11-1415
625 ILCS 5/11-1416	Obstructing persons on highways	6-5/11-1416
625 ILCS 5/11-1417	Travel regulated	6-5/11-1417
6-5/11-1418	Trucks, other commercial vehicles prohibited on designated highways²	6-5/11-1418
625 ILCS 5/11-1420	Funeral processions	6-5/11-1420
625 ILCS 5/11-1422	Violation penalty	6-5/11-1422
625 ILCS 5/11-1425	Stop when traffic obstructed	6-5/11-1425
625 ILCS 5/11-1426.1	All-terrain vehicles ²	6-5/11-1426.1

(1984 Code; amd. Ord. 91-69, 9-17-1991)

Notes

¹ 1. 625 ILCS.

~~² 1. 625 ILCS 5/15-316(c).~~

² 2. See section 6-11-1426.1 of this part.

SECTION THREE: That Bartlett Municipal Code, Title 6, PART 11-1400 is further amended to delete Sections 6-11-1417.1, 6-11-1417.2, 6-11-1417.3, 6-11-1417-3.1, 6-11-1417.4, 6-11-1417.4.1, and 6-11-1418 therefrom and to reorganize, amend, restate and move them to Part 15-300 of the Bartlett Municipal Code and renumber them as Sections 6-15-316.1,

6-15-316.2, 6-15-316.3, 6-15-316.3.1, 6-15-316.4, 6-15-316.4.1, and 6-15-316 as set forth and restated in legislative style as follows in this Ordinance, and Section 6-11-1426 thereof entitled "ALL TERRAIN VEHICLES" is renumbered to Section 6-11-1426.1 and the new table set forth and as restated in legislative style is hereby approved and adopted as follows:

~~6-11-1417.1: LIMITED LOAD STREETS:~~

~~Whenever the weight of vehicles permitted on a street is limited by ordinance and signs indicating such limitations are posted, it shall be unlawful to operate a vehicle in excess of such weight on such street, except for the purpose of making delivery or picking up a load, in which case such vehicle may be driven on such street for not more than the minimum distance necessary for the purpose. (1968 Code § 17.338)~~

~~6-11-1417.2: POSTING SIGNS:~~

~~The director of public works or any other person designated by the village board shall post or cause to be posted suitable signs for all such through streets, one-way streets or alleys, yield right of way and stop intersections. (1968 Code § 17.205)~~

~~6-11-1417.3: TRUCKS PROHIBITED ON CERTAIN STREETS:~~

~~—A.— It shall be unlawful to drive any truck except for the purpose of making a delivery and then for one block only on any street so designated by ordinance and properly signposted. (1968 Code § 17.337)~~

~~—B.— It shall be unlawful to drive any truck, at any time, on Prospect Avenue between Oneida Avenue and Devon Avenue. (Ord. 85-92, 11-5-1985)~~

~~6-11-1417.3.1: HEAVY VEHICLES CROSSING METRA/MILWAUKEE DISTRICT/WEST LINE RAILROAD CROSSING AT PROSPECT:~~

~~No school or other bus, and no truck which displays or is legally required to display a class F or higher license plate, or any vehicle whose gross weight, as defined in the Illinois vehicle code, exceeds twelve thousand (12,000) pounds, shall cross the railroad right of way of the Metra/Milwaukee District/West Line (formerly the Chicago, Milwaukee, St. Paul And Pacific Railroad) at its intersection with Prospect Avenue in the village, with the following exceptions:~~

~~—A.— Firetrucks and other emergency vehicles.~~

~~—B.— Snowplowing and other maintenance trucks of the village, and service vehicles of Commonwealth Edison Company, Nicor, AT&T, Ameritech, Comcast or other utility providers, while such trucks are actually being used in connection with the maintenance of that portion of Prospect Avenue, and/or village sewer and/or water systems, or electric, gas, phone, cable TV lines, or other cable and/or telecommunications systems and appurtenances within the Prospect Avenue right of way. (Ord. 2014-56, 6-17-2014)~~

~~6-11-1417.4: BUSES PROHIBITED ON CERTAIN STREETS:~~

~~It shall be unlawful to drive any bus, at any time, on Prospect Avenue between Oneida Avenue and Devon Avenue. (Ord. 85-92, 11-5-1985)~~

~~6-11-1417.4.1: HEAVY VEHICLES AND BUSES PROHIBITED ON CERTAIN STREETS:~~

~~—A.— It shall be unlawful for any school or other bus, and any truck which displays, or is legally required to display, a class F or higher license plate, or any vehicle whose "gross vehicle weight", as defined in the Illinois vehicle code, exceeds twelve thousand (12,000) pounds, to drive on Sayer Road between Munger Road and Stearns Road, with the following exceptions:~~

~~—1.— For the purpose of making a local delivery or pick up of a load or a passenger, and then for not more than the minimum distance necessary for that purpose.~~

~~—2.— Firetrucks and other emergency vehicles.~~

~~—3.— Snowplowing and other maintenance trucks of the village, and service vehicles of Commonwealth Edison Company, Nicor, AT&T, Ameritech, Comcast or other utility providers, while such trucks are actually being used in connection with the maintenance of that portion of Sayer Road and village sewer and/or water systems, or electric, gas, phone, cable TV lines, or other cable and/or telecommunication systems and appurtenances within the Sayer Road right of way.~~

~~Signs stating, "No Thru Trucks Over 12,000 GVW" shall be posted by the director of public works at appropriate locations.~~

~~—B.— As provided under the authority of 625 Illinois Compiled Statutes 5/15-316, it shall be unlawful for any truck, tow truck in combination with a disabled vehicle, or other commercial vehicle which displays or is legally required to display a class F or higher license plate, or any vehicle which has a "gross vehicle weight", as defined in the Illinois vehicle code, that exceeds ten thousand (10,000) pounds, to drive on Spaulding Road between Naperville Road and Lambert Lane extended, or on Lambert Lane between Spaulding Road and the northernmost village corporate limits on Lambert Lane. The general local delivery exceptions set forth in section 6-11-1417.1 and subsection 6-11-1418A of this part, or subsection 6-15-101B of this title shall not be applicable, but the vehicle size and weight limitations while operating on the village streets set forth in this subsection shall not apply to:~~

~~—1.— Firetrucks and other emergency vehicles.~~

~~—2.— Snowplowing and other maintenance trucks of the village, and service vehicles of Commonwealth Edison Company, Nicor, AT&T, Ameritech, Comcast or other utility providers, while such trucks are actually being used in connection with the maintenance of that portion of Spaulding Road or Lambert Lane, and the village sewer and/or water systems, or electric, gas, phone, cable TV lines, or other cable and/or telecommunication systems and appurtenances within the Spaulding Road or Lambert Lane right of way.~~

~~—3.— School buses picking up or dropping off students at locations that are only accessible off of Spaulding Road or Lambert Lane.~~

~~—4.— Trucks making a lawful home delivery to or picking up a lawful load from a residential location in the village that is only accessible off of Spaulding Road or Lambert Lane.~~

~~—5.— Any truck or vehicle or combination of vehicles operating under a valid over size and/or dimension permit issued by the village under the authority of section 6-15-301 of this title.~~

~~Signs stating "No Thru Trucks Over 10,000 GVW" shall be posted by the director of public works at appropriate locations. (Ord. 2014-56, 6-17-2014)~~

~~6-11-1418: TRUCKS, OTHER COMMERCIAL VEHICLES PROHIBITED ON DESIGNATED HIGHWAYS/STREETS:~~

It shall be unlawful for any truck and other commercial vehicles which displays, or is legally required to display, a class F or higher license plate, or any vehicle whose "gross vehicle weight", as defined in the Illinois vehicle code, exceeds twelve thousand (12,000) pounds, to be operated on the following streets:

~~On Mayflower Lane between Struckman Boulevard and Schick Road~~

~~On Gerber Road between Army Trail Road and Schick Road~~

~~On North Avenue between Prospect Avenue and Western Avenue~~

~~On North Oak Avenue between Lake Street and Railroad Avenue~~

~~On Schick Road between South Bartlett Road and Mayflower Lane/Woodlake Drive~~

~~On South Main Street between Railroad Avenue and Devon Avenue~~

~~On Stearns Road between South Bartlett Road and County Farm Road~~

~~On West Bartlett Road between IL Route 59 and Devon Avenue~~

~~On Railroad Avenue between Devon Avenue and Prospect Avenue~~

~~On Devon Avenue between West Bartlett Road and South Main Street/South Bartlett Road~~

~~with the following exceptions:~~

~~—A.— For the purpose of making a local delivery or pick up of a passenger, and then for not more than the minimum distance necessary for that purpose.~~

~~—B.— Firetrucks and other emergency vehicles.~~

~~—C.— Snowplowing and other maintenance trucks of the village, and service vehicles of Commonwealth Edison Company, Nicor, AT&T, Ameritech, Comcast or other utility providers, while such trucks are actually being used in connection with the maintenance of said streets and/or village sewer and water systems, or electric, gas, phone, cable TV lines, or other cable and/or telecommunications systems and appurtenances located within the rights of way of said weight restricted streets.~~

~~—D.— School buses picking up or dropping off students at locations that are only accessible using the streets listed in this section.~~

~~—E.— Trucks making a lawful home delivery to or picking up a lawful load from a residential location in the village that is only accessible off of said streets.~~

~~—F.— Any truck or vehicle or combination of vehicles operating under a valid over-size and/or dimension permit issued by the village under the authority of section 6-15-301 of this title.~~

~~Signs stating "No Thru Trucks Over 12,000 GVW" shall be posted by the director of public works at appropriate locations. (Ord. 2014-56, 6-17-2014)~~

6-11-1426.1: ALL-TERRAIN VEHICLES:

The following sections of the Illinois vehicle code ¹ are hereby expressly incorporated herein by reference and made a part hereof:

5/11-1426	Operation of all-terrain vehicles and off highway motorcycles on streets, roads and highways
5/11-1427	Illegal driving or operation

Illinois Vehicle Code (625 ILCS)	Description	Bartlett Municipal Code Citation
625 ILCS 5/11-1426.1	Operation of all-terrain vehicles and off highway motorcycles on streets, roads and highways	6-11-1426.1
625 ILCS 5/11-1427	Illegal driving or operation	6-11-1427

(Ord. 91-69, 9-17-1991)

Notes

1. 625 ILCS.

SECTION FOUR: That the Bartlett Municipal Code, Title 6, Chapter 12, Section 6-12-1 entitled "STATE LAW ADOPTED" is hereby amended to delete the first column on the existing table therein and replace it with the new left hand column under the heading "Illinois Vehicle Code (625 ILCS)" as follows:

CHAPTER 12 VEHICULAR COMPLIANCE CITATIONS

SECTION:

6-12-1: State Law Adopted

6-12-2: Authority And Procedure For Issuance Of Citations

6-12-3: Penalties And Settlement Of Penalty Procedures

6-12-4: Registration Prima Facie Evidence

6-12-5: Second Notice Of Vehicular Compliance Violation

6-12-1: STATE LAW ADOPTED:

The following sections of chapter 625, acts 5, 25 and 40 of the Illinois Compiled Statutes; known and cited as the "Illinois Vehicle Code" set forth in the left hand column of the following table under the heading "Illinois Vehicle Code (625 ILCS)" are expressly incorporated by this reference

and are made a part hereof, and are hereby adopted and restated herein in full in that Section of the Bartlett Municipal Code as described in the middle column under the heading "Description" and renumbered as set forth in the right hand column, and as may be cited to in the following table under the heading "Bartlett Municipal Code Citation" as follows:

Illinois Vehicle Code (625 ILCS)	Description	Bartlett Municipal Code Citation
625 ILCS 5/3-112(b)	Failure to transfer title within 20 days	6-12-1:5/3-112(b)
625 ILCS 5/3-411(a)	Failure to carry registration card or reciprocity permit - second division vehicle	6-12-1:5/3-411(a)
625 ILCS 5/3-413(a)	No front/rear registration plate	6-12-1:5/3-413(a)
625 ILCS 5/3-413(b)	Improper display license plates/sticker	6-12-1:5/3-413(b)
625 ILCS 5/3-413(b)	Improper display (tinted or obscured plastic covers)	6-12-1:5/3-413(b)
625 ILCS 5/3-413(f)	Operation of vehicle with expired registration plate or sticker	6-12-1:5/3-413(f)
625 ILCS 5/3-416	Failure to notify the Secretary of State of name/address change	6-12-1:5/3-416
625 ILCS 5/3-417(a)	Failure to immediately apply for lost, stolen, damaged registration card, plate, or registration sticker	6-12-1:5/3-417(a)
625 ILCS 5/3-701(a)(1)	No valid registration - no valid plate or sticker obtained	6-12-1:5/3-701(a)(1)
625 ILCS 5/3-701(a)(2)	No valid registration - reciprocity, prorate or apportionment	6-12-1:5/3-701(a)(2)
625 ILCS 5/5-201(h)	No in-transit plates	6-12-1:5/5-201(h)
625 ILCS 5/5-202(e)	Failure to display tow truck plate (towed vehicle)	6-12-1:5/5-202(e)
625 ILCS 5/11-1404	Riding motorcycle without special equipment	6-12-1:5/11-1404
625 ILCS 5/11-1405	No passenger footrests on motorcycles	6-12-1:5/11-1405
625 ILCS 5/11-1419.01	Failure to carry single trip revenue permit	6-12-1:5/11-1419.01
625 ILCS 5/11-1419.02	Failure to display Motor Fuel Tax identification card	6-12-1:5/11-1419.02
625 ILCS 5/11-1419.03	Failure to display valid external Motor Fuel Tax decals	6-12-1:5/11-1419.03
625 ILCS 5/11-1426.1(e)	Improper operation of non-highway vehicles without proper equipment as required	6-12-1:5/11-1426.1(e)
625 ILCS 5/11-1426.2(f)	Improper operation of low speed vehicle without proper equipment as required	6-12-1:5/11-1426.2(f)
625 ILCS 5/11-1507(a)	Bicycle without lamps and other equipment	6-12-1:5/11-1507(a)

625 ILCS 5/11-1507(b)	Bicycle shall not be equipped with a siren	6-12-1:5/11-1507(b)
625 ILCS 5/11-1507.1	Lamps on motorized pedal-cycles	6-12-1:5/11-1507.1
625 ILCS 5/12-101(a)	Operation of vehicle with unsafe equipment	6-12-1:5/12-101(a)
625 ILCS 5/12-201(a)	Operation of motorcycle without lighted headlamp	6-12-1:5/12-201(a)
625 ILCS 5/12-201(b)	Driving vehicles other than motorcycles without 2 lighted headlamps and tail lamps when required	6-12-1:5/12-201(b)
625 ILCS 5/12-201(c)	No rear registration plate light	6-12-1:5/12-201(c)
625 ILCS 5/12-202(a)	Insufficient clearance, identification or side marker lamps and reflectors - second division vehicle	6-12-1:5/12-202(a)
625 ILCS 5/12-202(b)	Trailers and semitrailers without required red reflectors	6-12-1:5/12-202(b)
625 ILCS 5/12-203(a)	Failure to use parking lights while vehicle is standing on highway	6-12-1:5/12-203(a)
625 ILCS 5/12-204	Improper lamp or flag on projecting load	6-12-1:5/12-204
625 ILCS 5/12-205	Improper use of lamps on towing and towed vehicles	6-12-1:5/12-205
625 ILCS 5/12-205.1	Implements of husbandry or slow moving vehicles - display of amber signal lamp	6-12-1:5/12-205.1
625 ILCS 5/12-207(a)	Improper use of more than 1 spot lamp	6-12-1:5/12-207(a)
625 ILCS 5/12-207(b)	Improper use of more than 3 auxiliary driving lamps	6-12-1:5/12-207(b)
625 ILCS 5/12-208(a)	No stop signal lamp or signal device - no stop light	6-12-1:5/12-208(a)
625 ILCS 5/12-209(c)	Defective backup lights	6-12-1:5/12-209(c)
625 ILCS 5/12-210(a)	Failure to dim headlights/auxiliary driving lamps within 500 feet on approach of vehicle	6-12-1:5/12-210(a)
625 ILCS 5/12-210(b)	Failure to dim headlights/auxiliary driving lamps within 300 feet of vehicle in same direction	6-12-1:5/12-210(b)
625 ILCS 5/12-211(a)	Improper lighting on vehicles other than motorcycles - only 1 headlamp	6-12-1:5/12-211(a)
625 ILCS 5/12-211(b)	Improper use of more than 4 lighted headlights/auxiliary driving lamps	6-12-1:5/12-211(b)
625 ILCS 5/12-212(a)	Improper use of red light visible from front of vehicle	6-12-1:5/12-212(a)
625 ILCS 5/12-212(b)	Unlawful use of oscillating, rotating or flashing lights	6-12-1:5/12-212(b)

625 ILCS 5/12-401	Unlawful use of metal studded tire	6-12-1:5/12-401
625 ILCS 5/12-405(c)	Use of unsafe tire	6-12-1:5/12-405(c)
625 ILCS 5/12-501(a)	Operation of vehicle without windshield	6-12-1:5/12-501(a)
625 ILCS 5/12-502	Operation of vehicle without rear reflecting mirror	6-12-1:5/12-502
625 ILCS 5/12-503(a)	Obstructed view of windshield or side windows adjacent to driver	6-12-1:5/12-503(a)
625 ILCS 5/12-503(b)	Unlawful application of tinted film to windshield or window(s) adjacent to driver - all vehicles manufactured after December 31, 1981	6-12-1:5/12-503(b)
625 ILCS 5/12-503(c)	Obstructed view of any window by stationary or suspended object(s)	6-12-1:5/12-503(c)
625 ILCS 5/12-503(d)	Operation of vehicle without windshield cleaning device; operation of vehicle with view obstructed by snow, ice or moisture	6-12-1:5/12-503(d)
625 ILCS 5/12-503(e)	Obstructed view due to defective condition or repair of any window	6-12-1:5/12-503(e)
625 ILCS 5/12-601(a)	Operation of vehicle with defective horn	6-12-1:5/12-601(a)
625 ILCS 5/12-601(b)	Unlawful possession or use of siren	6-12-1:5/12-601(b)
625 ILCS 5/12-602	Operation of vehicle with defective or modified exhaust system	6-12-1:5/12-602
625 ILCS 5/12-603(b)	Operation of vehicle without 2 front seat safety belts - vehicles of 1965 or later model years	6-12-1:5/12-603(b)
625 ILCS 5/12-603.1	Failure of driver/front seat occupant(s) to use seat safety belt	6-12-1:5/12-603.1
625 ILCS 5/12-604.1(a)	Operation of vehicle with television receiver visible to driver	6-12-1:5/12-604.1(a)
625 ILCS 5/12-606	Operation of tow truck without:	6-12-1:5/12-606
	A. Identifying sign attached on each side	
	B. Required equipment - 1 broom, shovel, trash can and fire extinguisher	
	C. Removing roadway debris and spreading dirt or sand on oil/grease deposits	
	D. Insurance policy in cab	
625 ILCS 5/12-607(a)	Operation of vehicle with unlawfully altered vehicle suspension system - body lifted in excess of 3 inches from chassis	6-12-1:5/12-607(a)
625 ILCS 5/12-610(a)	Operation of vehicle while wearing headset receiver	6-12-1:5/12-610(a)

625 ILCS 5/12-702(a)	Operation of second division vehicle without carrying flares/warning devices	6-12-1:5/12-702(a)
625 ILCS 5/12-702(c, d, e, f, g)	Failure to use flares/warning devices when second division vehicle is disabled	6-12-1:5/12-702(c, d, e, f, g)
625 ILCS 5/12-707	Overloaded school bus, commuter van or motor vehicle used for hire	6-12-1:5/12-707
625 ILCS 5/12-709(a)(b)	Slow moving vehicle emblem violation	6-12-1:5/12-709(a)(b)
625 ILCS 5/12-710	Inadequate or no rear fender splash guards	6-12-1:5/12-710
625 ILCS 5/12-711	Operation of garbage truck, roll-off hoist or roll-on container without audible backing warning system	6-12-1:5/12-711
625 ILCS 5/12-712(a)	Failure to display company name on construction equipment	6-12-1:5/12-712(a)
625 ILCS 5/12-713(a)	Failure to display company name on commercial trucks: construction contractors or subcontractors	6-12-1:5/12-713(a)
625 ILCS 5/12-806	Failure to cover school bus sign	6-12-1:5/12-806
625 ILCS 5/12-807	Seat belt for driver (school bus)	6-12-1:5/12-807
625 ILCS 5/12-808	No fire extinguisher in a school bus	6-12-1:5/12-808
625 ILCS 5/12-809	No first aid kit in a school bus	6-12-1:5/12-809
625 ILCS 5/12-810	No restraining device for disabled passenger	6-12-1:5/12-810
625 ILCS 5/15-106	Failure to fasten loose projecting component	6-12-1:5/15-106
625 ILCS 5/15-108	Failure to plank edge of pavement for any vehicle in excess of 8,000 pounds	6-12-1:5/15-108
625 ILCS 5/15-109(b)	Spilling load on highway or load not secure	6-12-1:5/15-109(b)
625 ILCS 5/15-109.1	Failure to cover load when required	6-12-1:5/15-109.1
625 ILCS 5/18c-4604(1)	Operation without current cab card and Illinois identifier stamp	6-12-1:5/18c-4604(1)
625 ILCS 5/18c-4604(2)	Transfer a cab card and identifier to a vehicle other than the vehicle for which it was originally executed	6-12-1:5/18c-4604(2)
625 ILCS 5/18c-4604(3)	Use of a cab card and Illinois identifier stamp issued to another carrier	6-12-1:5/18c-4604(3)
625 ILCS 5/18c-4604(4)	Failure to display or present a cab card and Illinois identifier stamp	6-12-1:5/18c-4604(4)
625 ILCS 5/18c-4701(1)	Operating without trade name, license and registration number of carrier painted or affixed to both doors of power unit	6-12-1:5/18c-4701(1)

625 ILCS 25/4	Transporting child under age of 8; restraint system	6-12-1:25/4
625 ILCS 25/4a	Children 8 years of age or older but under the age of 19; seat belts	6-12-1:25/4a
625 ILCS 40/3-1	Operation of unnumbered snowmobile	6-12-1:40/3-1
625 ILCS 40/4-1	Operation of snowmobile without required equipment:	6-12-1:40/4-1
	1. 1 white headlamp during darkness	
	2. 1 rear taillight during darkness	
	3. Brake system in good mechanical condition	
	4. Reflective material on each side of cowling	
	5. Adequate sound suppression equipment	
625 ILCS 40/5-1(D)	Operation of snowmobile without lighted headlamp and taillight	6-12-1:40/5-1(D)

Local ordinance violations of any of the foregoing shall be cited "6-12-1" followed by the applicable act and section number of the Illinois Vehicle Code as set forth in the left hand column of the above table, which are cited in full as set forth in the right hand column of the above table under the heading "Bartlett Municipal Code Citation", and any such citation shall include a description of the violation. (Ord. 2018-98, 8-21-2018)

SECTION FIVE: That the Bartlett Municipal Code, Title 6, PART 15-100, 15-300 entitled "VEHICLE WIDTH, LENGTH AND WEIGHT" is hereby amended to rename said PARTS "PART 15-100; 15-300 COMMERCIAL VEHICLE WIDTH, LENGTH AND WEIGHT" and to amend the index/introductory provisions as follows, and to amend the Sections therein as shown in legislative style as follows:

PART 15-100; 15-300: COMMERCIAL VEHICLE WIDTH, LENGTH AND WEIGHT

SECTION:

6-15-100: Street or Highway Defined

6-15-101: Scope and Effect of Title

6-15-102: Width of Vehicles

6-15-103: Height of Vehicles

6-15-105: Projecting Loads on Passenger Vehicles

6-15-107: Length of Vehicles

6-15-109: Spilling Loads and Depositing Debris on Highways Prohibited

6-15-111: Wheel and Axle Loads and Gross Weights

6-15-112: Officers to Weigh Vehicles and Require Removal of Excess Loads

6-15-301: Special Permits

6-15-113: Violations, Penalties

6-15-114: Additional State Laws Adopted

6-15-300: State Law Adopted

6-15-301: Special Permits

6-15-316: Trucks, Other Commercial Vehicles Prohibited on Designated Highways/Streets

6-15-316.1: Limited Load Streets

6-15-316.2: Posting Signs

6-15-316.3 Trucks Prohibited on Certain Streets

6-15-316.3.1 Heavy Vehicles Crossing Railroad Crossing at Prospect

6-15-316.4 Buses Prohibited on Certain Streets

6-15-316.4.1 Heavy Vehicles and Buses Prohibited on Certain Streets

6-15-100: STREET OR HIGHWAY DEFINED:

The entire width between boundary lines of every way or place of whatever nature maintained by the Village of Bartlett when any part thereof is open to the use of the public as a matter of right for purposes of vehicular traffic. (1984 Code)

6-15-101: SCOPE AND EFFECT OF TITLE:

A. It is unlawful for any person to drive or move on, upon or across or for the owner to cause or knowingly permit to be driven or moved on, upon or across any street or highway, any vehicle or vehicles of a size and weight exceeding the limitations stated in this Title or otherwise in violation of this Title.

B. The provisions of this Title governing size, weight and load do not apply to fire apparatus, equipment designed for snow and ice removal operations on highways and streets owned or operated by the State of Illinois or any political subdivision thereof, or to any service vehicle making one service delivery per day on any Village street or highway. (1984 Code)

6-15-102: WIDTH OF VEHICLES:

The maximum width of any vehicle and its load shall not exceed eight feet (8'). (1984 Code)

6-15-103: HEIGHT OF VEHICLES:

The height of a vehicle from the under side of the tire to the top of the vehicle, inclusive of load, shall not exceed thirteen feet six inches (13'6"). (1984 Code)

6-15-105: PROJECTING LOADS ON PASSENGER VEHICLES:

No passenger-type vehicle shall be operated on any highway with any load carried thereon extending beyond the line of the fenders on the left side of such vehicle nor extending more than six inches (6") beyond the line of the fenders on the right side thereof. (1984 Code)

6-15-107: LENGTH OF VEHICLES:

A. No vehicle, unladen or with load, shall exceed a length of forty two feet (42') extreme overall dimension.

B. No truck tractor and semitrailer, unladen or with load, shall exceed a length of fifty five feet (55') extreme overall dimension, except that such combination when specially designed to transport motor vehicles may have a length of sixty feet (60') extreme overall dimension, subject to those exceptions and special rules otherwise stated in this Title. No other combination of vehicles, unladen or with load, shall exceed a length of sixty feet (60') extreme overall dimension, except that a truck trailer with semitrailer drawing one trailer, unladen or with load, or a tractor and stinger-steered semi-trailer, or any combination when specially designed to transport motor vehicles, with load, may have a length of sixty five feet (65') extreme overall dimension on any four (4) lane highway. (1984 Code)

6-15-109: SPILLING LOADS AND DEPOSITING DEBRIS ON HIGHWAYS PROHIBITED:

A. No vehicle shall be driven upon a Village street or highway in such a manner as to cause any dirt, clay, mud, stones or any other material to be deposited upon such street or highway. The owner or operator of any vehicle which deposits dirt, clay, mud, stones or other material upon a street or highway shall promptly remove the same, prior to five o'clock (5:00) P.M. on the day on which such material is so spilled or deposited.

B. No person shall operate on any highway any vehicle with any load unless said load and any covering thereon is securely fastened so as to prevent said covering or load from becoming loose, detached or in any manner a hazard to other users of the highway. (1984 Code)

6-15-111: WHEEL AND AXLE LOADS AND GROSS WEIGHTS:

The Illinois Vehicle Code (625 Illinois Compiled Statutes, 5/15-111) is hereby expressly incorporated herein and made part of this Section by this reference, as if fully set forth herein; provided, however, that the weight restriction set forth in Section 6-11-1417.3.1 of this Title, shall be applicable to the Prospect [Avenue Street/See line](#) railroad crossing. (Ord. 88-90, 9-20-88)

6-15-112: OFFICERS TO WEIGH VEHICLES AND REQUIRE REMOVAL OF EXCESS LOADS:

A. Any police officer having reason to believe that the weight of a vehicle and load is unlawful shall require the driver to stop and submit to a weighing of the same either by means of a portable or stationary scales. If such scales are not available at the place where such vehicle is stopped, the police officer shall require that such vehicle be driven to the nearest available scale that has been tested and approved by the Illinois Department of Agriculture.

B. Whenever any officer, upon weighing a vehicle and the load, determines that the weight is unlawful, such officer shall require the driver to stop the vehicle in a suitable place and remain standing

until such portion of the load is removed as may be necessary to reduce the weight of the vehicle to the limit permitted under this Title and shall forthwith arrest the driver or owner or both. All material so unloaded shall be cared for by the owner or operator of the vehicle at the risk of such owner or operator.

C. Whenever any axle load of a vehicle exceeds the weight limits permitted by this Title by one thousand (1,000) pounds or less, the owner or operator of the vehicle must shift or remove the excess so as to comply. No arrest ticket shall be issued to the owner or operator of the vehicle by any officer if the excess weight is either shifted or removed as required by this paragraph. (1984 Code)

6-15-113: VIOLATIONS, PENALTIES:

Whenever any vehicle is operating in violation of the provisions of this Title, the owner or driver or both of such vehicle shall be deemed guilty of such violation and either or both the owner and the driver of such vehicle may be prosecuted for such violation.

A. Any person, firm or corporation convicted of any violation of Section 6-15-111 of this Title shall be fined in an amount equal to two cents (\$0.02) per pound for each pound of excess weight when the excess exceeds one thousand (1,000) pounds and is two thousand (2,000) pounds or less; four cents (\$0.04) per pound for each pound of excess weight when the excess exceeds two thousand (2,000) pounds and is three thousand (3,000) pounds or less; six cents (\$0.06) per pound for each pound of excess weight when the excess exceeds three thousand (3,000) pounds and is four thousand (4,000) pounds or less; eight cents (\$0.08) per pound for each pound of excess weight when the excess exceeds four thousand (4,000) pounds and is five thousand (5,000) pounds or less; and ten cents (\$0.10) per pound for each pound of excess weight when the excess exceeds five thousand (5,000) pounds; provided, however, that in no event shall the penalty computed pursuant to the provisions of this Section exceed the maximum penalty which a Village is authorized by law to impose.

B. Whenever any vehicle is operated in violation of the provisions of a permit issued under the provisions of Section 6-15-301 of this Title, by operating under a fraudulent permit or under a permit not specifically covering the move, the owner or driver of such vehicle shall be deemed guilty of such violation and either the owner or the driver of such vehicle may be prosecuted for such violation. When any person, firm or corporation is convicted of such violation, the permit shall be null and void and such person, firm or corporation shall be fined in an amount not less than ten cents (\$0.10) per pound for each pound the gross weight of the vehicle exceeds the gross weight of such vehicles allowable under Section 6-15-111 of this Title.

Penalties for violations of this subsection shall be in addition to any penalties imposed for violation of Section 6-15-301 of this Title.

C. Whenever any vehicle is operated in violation of the provisions of a permit issued under the provisions of Section 6-15-301 of this Title by operating with axle weights in excess of those authorized in such permit, the owner or driver of such vehicle shall be deemed guilty of such violation and either the owner or the driver of such vehicle may be prosecuted for such violation. Any person, firm or corporation convicted of such violation shall be fined in an amount not less than five cents (\$0.05) nor more than ten cents (\$0.10) per pound for each pound of excess weight on such axle or tandem axle in excess of the weight authorized in the permit when the excess is one thousand (1,000) pounds or less; not less than ten cents (\$0.10) nor more than fifteen cents (\$0.15) per pound for each pound of excess weight when the excess exceeds one thousand (1,000) pounds and is two thousand (2,000) pounds or less; not less than fifteen cents (\$0.15) nor more than twenty cents (\$0.20) per pound for each pound of

excess weight when the excess exceeds two thousand (2,000) pounds and is three thousand (3,000) pounds or less; not less than twenty five cents (\$0.25) nor more than thirty cents (\$0.30) per pound for each pound of excess weight when the excess exceeds three thousand (3,000) pounds and is four thousand (4,000) pounds or less; not less than thirty five cents (\$0.35) nor more than forty cents (\$0.40) per pound for each pound or excess weight when the excess exceeds four thousand (4,000) pounds and is five thousand (5,000) pounds or less; and not less than forty cents (\$0.40) nor more than fifty cents (\$0.50) per pound for each pound or excess weight when the excess exceeds five thousand (5,000) pounds. (1984 Code)

SECTION SIX: That the Bartlett Municipal Code, Title 6, PART 15-100, Section 6-15-114: is hereby amended to delete and repeal the current table in Section 6-15-114 and to replace it with the new table set forth and stated in legislative style as follows in said Section 6-15-114 with the new subheadings over three columns therein entitled "Illinois Vehicle Code (625 ILCS)", "Description", and "Bartlett Municipal Code Citation" as follows:

6-15-114: ADDITIONAL STATE LAWS ADOPTED:

Failure to Fasten Loose Projecting Member	6-5/15-106
Failure to Plank Edge of Pavement for any Vehicle in Excess of 8,000 Pounds	6-5/15-108
Operating Loading Vehicle Without Securely Fastening Covering	6-5/15-109(b)
Unlawful Pushing of Disabled Vehicle	6-5/15-114

The following sections of the Illinois Vehicle Code set forth in the left hand column of the following table under the heading "Illinois Vehicle Code (625 ILCS)" are expressly incorporated herein by this reference and are made a part hereof and are hereby adopted and are restated in full in this Section of the Bartlett Municipal Code as described in the middle column under the heading "Description" and as renumbered and as may be cited in the right hand column of the following table under the heading "Bartlett Municipal Code Citation":

Illinois Vehicle Code (625 ILCS)	Description	Bartlett Municipal Code Citation
625 ILCS 5/15-106	Failure to Fasten Loose Projecting Member	6-5/15-106
625 ILCS 5/15-108	Failure to Plank Edge of Pavement for any Vehicle in Excess of 8,000 Pounds	6-5/15-108
625 ILCS 5/15-109(b)	Operating Loading Vehicle Without Securely Fastening Covering	6-5/15-109(b)

625 ILCS 5/15-114	Unlawful Pushing of Disabled Vehicle	6-5/15-114
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(Ord. 91-69, 9-17-91)

SECTION SEVEN: That the Bartlett Municipal Code, Title 6, PART 15-300, is amended to add new Section 6-15-300 as follows:

6-15-300 STATE LAW ADOPTED:

The following sections of the Illinois Vehicle Code set forth in the left hand column of the following table under the heading “Illinois Vehicle Code (625 ILCS)” are expressly incorporated by this reference and are made a part hereof, and are hereby adopted and restated herein in full in that Section of the Bartlett Municipal Code as described in the middle column under the heading “Description” and are renumbered as set forth in the right hand column, and as may be cited to in the following table under the heading “Bartlett Municipal Code Citation” as follows:

Illinois Vehicle Code (625 ILCS)	Description	Bartlett Municipal Code Citation
625 ILCS 5/15-301	Special Permits	6-5/15-301
625 ILCS 5/15-316	Trucks, other commercial vehicles prohibited on designated highways ²	6-5/15-316

(1984 Code; amd. Ord. 91-69, 9-17-1991)

Notes

¹ 1. 625 ILCS.

² 1. 625 ILCS 5/15-316(c) and 625 ILCS 5/15-316(e).

6-15-301: SPECIAL PERMITS:

A. The corporate authorities with respect to highways under their jurisdiction may, in their discretion, upon application in writing and good cause being shown therefor, issue a special permit in writing authorizing the applicant to operate or move a vehicle or combination of vehicles of a size or weight of vehicle or load exceeding the maximum specified in this Title or otherwise not in conformity with this Title upon any highway under Village jurisdiction and for the maintenance of which the Village is responsible, only upon the conditions heretofore set forth. Except for an application to move directly

across a highway, the application shall show that the load to be moved by such a vehicle or combination of vehicles cannot reasonably be dismantled or disassembled.

B. The application for any such permit shall: 1) state if the applicant is an authorized carrier under the Illinois Motor Carrier of Property Law, if so, his certificate, registration or permit number issued by the Illinois Commerce Commission; 2) specifically describe the vehicle or vehicles (including the vehicle's make, serial number, Illinois registration number, empty weight, number of axles) and load to be operated or moved and whether such permit is requested for a single trip or for limited continuous operation; 3) state the points of origin and destination of overweight vehicles or loads and of oversize vehicles or loads including estimated number of movements per day on each Village street; and 4) state if the vehicles or loads are being transported for hire; and 5) identify the owner of the vehicle and give owner's address and phone number. No permits for the movement of a vehicle or load for hire shall be issued to any applicant who is required under the Illinois Motor Carrier of Property Law to have a certificate, registration or permit and does not have such certificate, registration or permit.

C. The corporate authorities, when not inconsistent with traffic safety, may issue such permit or, if such permit is issued, they may prescribe the route or routes to be travelled, limit the number of trips, establish seasonal or other time limitations within which the vehicles described may be operated on the highways indicated, or otherwise limit or prescribe conditions of operations of such vehicle or vehicles, when necessary to assure against undue damage to the road foundations, surface or structures and may require such undertaking or other security as may be deemed necessary to compensate for any injury to any road way or road structure.

D. Every permit shall be carried in the vehicle or combination of vehicles to which it refers and shall be open to inspection by any police officer or authorized agent of any authority granting the permit and no person shall violate any of the terms or conditions of such special permit.

E. Whenever any vehicle is operated or movement made under a permit fraudulently obtained or in violation of a permit issued in accordance with this Section, the person to whom such permit was granted, in addition to the driver of such vehicle, is guilty of such violation and either or both persons may be prosecuted for such violation.

Penalties for violation of this Section shall be in addition to any penalties for violation of other sections of this Title.

F. The Village, with respect to highways under its jurisdiction, shall collect a fee from the applicant for the issuance of a permit to operate or move a vehicle or combination of vehicles or load as authorized in Section 6-15-301 of this Title. The charge for each permit shall consist of 1) an issuance fee, 2) fees for any dimension, axle weight or gross weight in excess of the maximum size or weight specified in this Title, and 3) additional fees for special investigations and special police escort when required.

With respect to issuance fees, the charge shall be sufficient to cover the cost of processing, issuing, analyzing and enforcing the special permit. With respect to overweight fees, the charge shall be sufficient to compensate in part for the cost to the Village of making repairs necessitated by the extra wear and tear on that portion of the highways over which the load is to be moved.

With respect to overdimension permits, the fee shall be sufficient to compensate in part for the special privilege of transporting oversize vehicle or vehicle combination and load, and the additional cost to the Village of providing standby police protection.

Fees to be paid by the applicant are to be at the rates specified in this Title and in determining the fees, all dimensions shall be to the next nearest foot except as otherwise stated, all weights shall be to the

next highest one thousand (1,000) pounds, and all distances shall be to the nearest tenth of a mile as determined from the Official Bartlett Map. (1984 Code)

1. Fees for special permits to move vehicles with overweight axle loads, gross weight or oversized loads shall be paid by the applicant to the Village, which shall credit them to the road and bridge fund. Such fees shall be at a flat rate for a single trip or a limited continuous operation not to exceed ninety (90) days in duration.

The fee for a single trip of any overweight axle load, gross weight or oversized load shall be fifty dollars (\$50.00). The fee for a limited continuous operation not to exceed ninety (90) days shall be one hundred fifty dollars (\$150.00). (Ord. 88-90, 9-20-88)

G. No permit shall be issued to operate a vehicle in excess of the weight limits set forth in Section 6-15-111 upon a gravel road (and any special permit issued pursuant to this Title shall be revoked) unless and until the applicant causes to be spread upon such road sufficient oil, calcium chloride or other dust control chemicals to provide a dust-free surface. (1984 Code)

SECTION EIGHT: That the Bartlett Municipal Code, Title 6, PART 15-300 is hereby amended to add new Sections 6-15-316, 6-15-316.1, 6-15-316.2, 6-15-316.3, 6-15-316.3.1, 6-15-316.4, and 6-15-316.4.1 as follows:

6-15-316: TRUCKS, OTHER COMMERCIAL VEHICLES PROHIBITED ON DESIGNATED HIGHWAYS/STREETS: (Formerly 6-11-1418)

It shall be unlawful for any truck and other commercial vehicles which displays, or is legally required to display, a class F or higher license plate, or any vehicle whose "gross vehicle weight", as defined in the Illinois vehicle code, exceeds twelve thousand (12,000) pounds, to be operated on the following streets:

On Mayflower Lane between Struckman Boulevard and Schick Road

On Gerber Road between Army Trail Road and Schick Road

On North Avenue between Prospect Avenue and Western Avenue

On North Oak Avenue between Lake Street and Railroad Avenue

On Schick Road between South Bartlett Road and Mayflower Lane/Woodlake Drive

On South Main Street between Railroad Avenue and Devon Avenue

On Stearns Road between South Bartlett Road and County Farm Road

On West Bartlett Road between IL Route 59 and Devon Avenue

On Railroad Avenue between Devon Avenue and Prospect Avenue

On Devon Avenue between West Bartlett Road and South Main Street/South Bartlett Road

with the following exceptions:

A. For the purpose of making a local delivery or pick up of a passenger, and then for not more than the minimum distance necessary for that purpose.

B. Firetrucks and other emergency vehicles.

C. Snowplowing and other maintenance trucks of the village, and service vehicles of Commonwealth Edison Company, Nicor, AT&T, Ameritech, Comcast or other utility providers, while such trucks are actually being used in connection with the maintenance of said streets and/or village sewer and water systems, or electric, gas, phone, cable TV lines, or other cable and/or telecommunications systems and appurtenances located within the rights of way of said weight restricted streets.

D. School buses picking up or dropping off students at locations that are only accessible using the streets listed in this section.

E. Trucks making a lawful home delivery to or picking up a lawful load from a residential location in the village that is only accessible off of said streets.

F. Any truck or vehicle or combination of vehicles operating under a valid over size and/or dimension permit issued by the village under the authority of section 6-15-301 of this title.

Signs stating "No ~~Thru~~ Trucks Over 12,000 LBS LICENSED / G.V.W. ~~GVW~~" shall be posted by the director of public works at appropriate locations. (Ord. 2014-56, 6-17-2014)

6-15-316.1: LIMITED LOAD STREETS: (Formerly 6-11-1417.1)

Whenever the weight of vehicles permitted on a street is limited by ordinance and signs indicating such limitations are posted, it shall be unlawful to operate a vehicle in excess of such weight on such street, except for the purpose of making delivery or picking up a load, in which case such vehicle may be driven on such street for not more than the minimum distance necessary for the purpose. (1968 Code § 17.338)

6-15-316.2: POSTING SIGNS: (Formerly 6-11-1417.2)

The director of public works or any other person designated by the village board shall post or cause to be posted suitable signs for all such through streets, one-way streets or alleys, yield right of way and stop intersections. (1968 Code § 17.205)

6-15-316.3: TRUCKS PROHIBITED ON CERTAIN STREETS: (Formerly 6-11-1417.3)

A. It shall be unlawful to drive any truck except for the purpose of making a delivery and then for one block only on any street so designated by ordinance and properly signposted. (1968 Code § 17.337)

B. It shall be unlawful to drive any truck, at any time, on Prospect Avenue between Oneida Avenue and Devon Avenue. (Ord. 85-92, 11-5-1985)

6-15-316.3.1: HEAVY VEHICLES CROSSING ~~METRA/MILWAUKEE DISTRICT/WEST LINE~~ RAILROAD CROSSING AT PROSPECT: (Formerly 6-11-1417.3.1)

No school or other bus, and no truck which displays or is legally required to display a class F or higher license plate, or any vehicle whose gross weight, as defined in the Illinois vehicle code, exceeds twelve thousand (12,000) pounds, shall cross the railroad right of way ~~of the Metra/Milwaukee District/West Line (formerly the Chicago, Milwaukee, St. Paul And Pacific Railroad)~~ at its intersection with Prospect Avenue in the village, with the following exceptions:

A. Firetrucks and other emergency vehicles.

B. Snowplowing and other maintenance trucks of the village, and service vehicles of Commonwealth Edison Company, Nicor, AT&T, Ameritech, Comcast or other utility providers, while such trucks are actually being used in connection with the maintenance of that portion of Prospect Avenue, and/or village sewer and/or water systems, or electric, gas, phone, cable TV lines, or other cable and/or telecommunications systems and appurtenances within the Prospect Avenue right of way. (Ord. 2014-56, 6-17-2014)

6-15-316.4: BUSES PROHIBITED ON CERTAIN STREETS: (Formerly 6-11-1417.4)

It shall be unlawful to drive any bus, at any time, on Prospect Avenue between Oneida Avenue and Devon Avenue. (Ord. 85-92, 11-5-1985)

6-15-316.4.1: HEAVY VEHICLES AND BUSES PROHIBITED ON CERTAIN STREETS: (Formerly 6-11-1417.4.1)

A. It shall be unlawful for any school or other bus, and any truck which displays, or is legally required to display, a class F or higher license plate, or any vehicle whose "gross vehicle weight", as defined in the Illinois vehicle code, exceeds twelve thousand (12,000) pounds, to drive on Sayer Road between Munger Road and Stearns Road, with the following exceptions:

1. For the purpose of making a local delivery or pick up of a load or a passenger, and then for not more than the minimum distance necessary for that purpose.

2. Firetrucks and other emergency vehicles.

3. Snowplowing and other maintenance trucks of the village, and service vehicles of Commonwealth Edison Company, Nicor, AT&T, Ameritech, Comcast or other utility providers, while such trucks are actually being used in connection with the maintenance of that portion of Sayer Road and village sewer and/or water systems, or electric, gas, phone, cable TV lines, or other cable and/or telecommunication systems and appurtenances within the Sayer Road right of way.

Signs stating, "No Thru Trucks Over 12,000 GVW" shall be posted by the director of public works at appropriate locations.

B. As provided under the authority of 625 Illinois Compiled Statutes 5/15-316, it shall be unlawful for any truck, tow truck in combination with a disabled vehicle, or other commercial vehicle which displays or is legally required to display a class F or higher license plate, or any vehicle which has a "gross vehicle weight", as defined in the Illinois vehicle code, that exceeds ten thousand (10,000) pounds, to drive on Spaulding Road between Naperville Road and Lambert Lane extended, or on Lambert Lane between Spaulding Road and the northernmost village corporate limits on Lambert Lane. The general local delivery exceptions set forth in section 6-11-1417.1 and subsection 6-11-1418A of this part, or subsection 6-15-101B of this title shall not be applicable, but the vehicle size and weight limitations while operating on the village streets set forth in this subsection shall not apply to:

1. Firetrucks and other emergency vehicles.

2. Snowplowing and other maintenance trucks of the village, and service vehicles of Commonwealth Edison Company, Nicor, AT&T, Ameritech, Comcast or other utility providers, while such trucks are actually being used in connection with the maintenance of that portion of Spaulding Road or Lambert Lane, and the village sewer and/or water systems, or electric, gas, phone, cable TV

lines, or other cable and/or telecommunication systems and appurtenances within the Spaulding Road or Lambert Lane right of way.

3. School buses picking up or dropping off students at locations that are only accessible off of Spaulding Road or Lambert Lane.

4. Trucks making a lawful home delivery to or picking up a lawful load from a residential location in the village that is only accessible off of Spaulding Road or Lambert Lane.

5. Any truck or vehicle or combination of vehicles operating under a valid over size and/or dimension permit issued by the village under the authority of section 6-15-301 of this title.

Signs stating "No Thru Trucks Over 10,000 GVW" shall be posted by the director of public works at appropriate locations. (Ord. 2014-56, 6-17-2014)

SECTION NINE: 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 TEN: 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 ELEVEN: EFFECTIVE DATE. This Ordinance 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 Ordinance 2022-_____ enacted on _____, 2022 and approved on _____, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Sandpiper Court No Parking Zones
Date: May 9, 2022

BACKGROUND

Due to resident and safety concerns, The Police and Public Works Departments have reviewed the location referenced below for a potential no parking zone location. This would be to allow for safer movement of emergency vehicles and snow plows. A map is attached for reference.

Sandpiper Court on the south side from the intersection at Harbor Terrace to the end of the cul de sac.

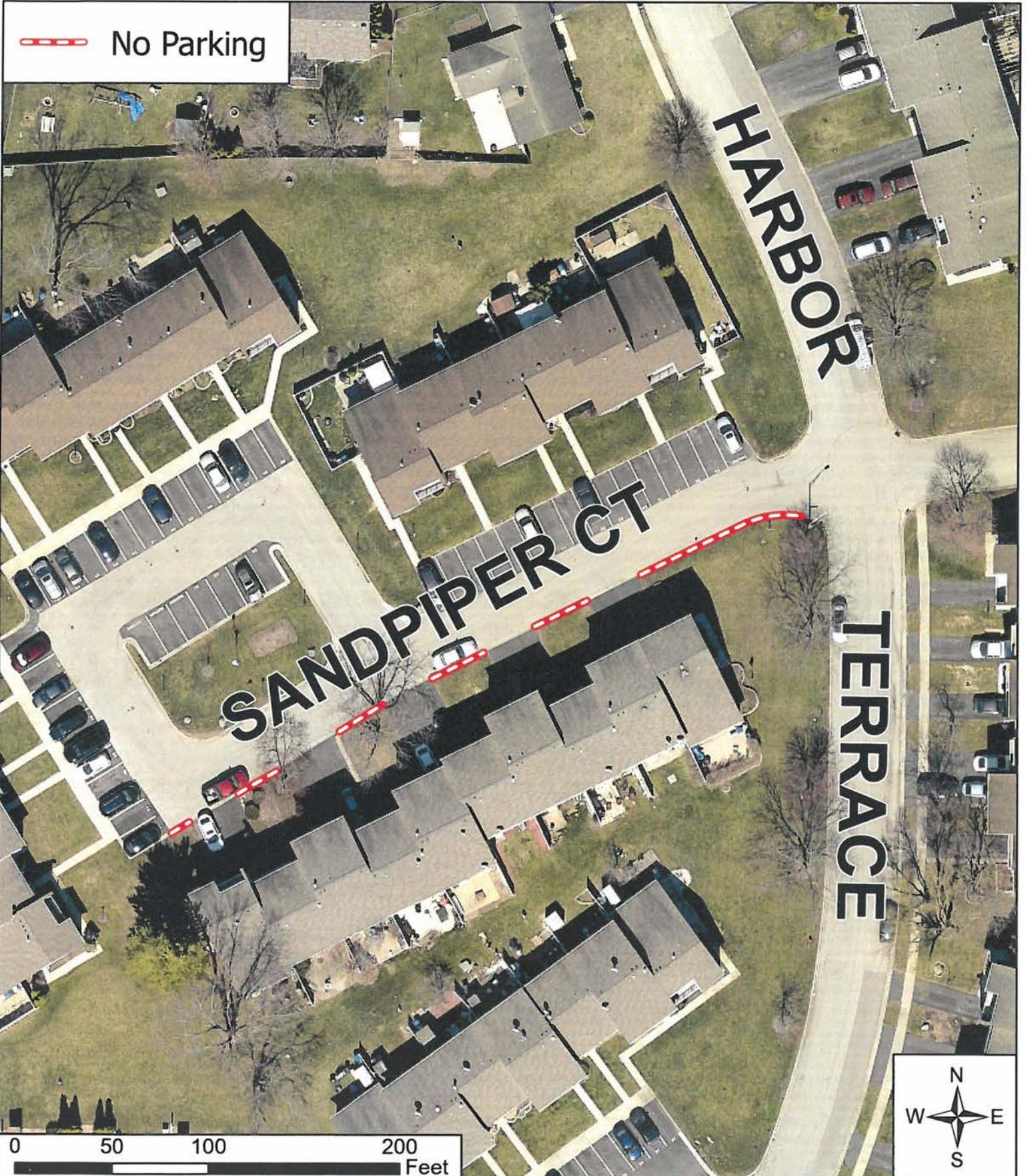
RECOMMENDATION

Staff recommends amending Section 6-11-1303: Schedule V. No Parking Zones to include the area referenced above

MOTION

MOTION TO APPROVE ORDINANCE #2021- _____ AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1303.1: SCHEDULE V, NO PARKING ZONES

No Parking Sandpiper Ct.



ORDINANCE 2022-_____

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE
SECTION 6-11-1303.1: SCHEDULE V, NO PARKING ZONES**

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

SECTION ONE: That Section 6-11-1303.1: Schedule V, No Parking Zones, of the Bartlett Municipal Code, as amended is hereby further amended by adding the following:

Sandpiper Court on the south side from the intersection at Harbor Terrace west to the end of the cul de sac.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 17, 2022

APPROVED: May 17, 2022

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 2022-____ enacted on May 17, 2022 and approved on May 17, 2022 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name FY 2022-2023 DuPage Salt Purchase Committee or Board Board

BUDGET IMPACT

Amount:	\$30,352	Budgeted	\$165,000
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List what fund	General Fund - Streets
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EXECUTIVE SUMMARY

Staff received all the necessary information regarding the contract for road salt through the County of DuPage Joint Purchase Program.

Morton Salt, Inc. was awarded the contract for road salt. The cost per ton, delivered to Bartlett is \$75.88, which is \$5.25/per ton lower than the previous year. This bid from Morton Salt, Inc. represents the purchase of up to 400 tons for the 2022-23 season at a cost of \$30,352. We also will be procuring up to an additional 400 tons through the State Joint Purchase Program. Our total cost for salt this year was budgeted at \$165,000 for ~ 800 tons. The agreement is attached for review.

Staff recommends the Village of Bartlett continue to participate in the County of DuPage Joint Purchase Program for road salt through Morton Salt, Inc.

ATTACHMENTS (PLEASE LIST)

Memo
Resolution
Bid Tab
Agreement

ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: **Motion to approve Resolution #2022-___-R, A RESOLUTION AUTHORIZING THE PURCHASE OF UP TO 400 TONS OF SALT FROM MORTOM SALT, INC.**

Staff: Dan Dinges, Director of Public Works

Date: 5/9/2022

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **FY 2022-2023 DuPage Salt Purchase**
Date: May 9, 2022

Staff received all the necessary information regarding the contract for road salt through the County of DuPage Joint Purchase Program.

Morton Salt, Inc. was awarded the contract for road salt. The cost per ton, delivered to Bartlett is \$75.88, which is \$5.25/per ton lower than the previous year. This bid from Morton Salt, Inc. represents the purchase of up to 400 tons for the 2022-23 season at a cost of \$30,352. We also will be procuring up to an additional 400 tons through the State Joint Purchase Program. Our total cost for salt this year was budgeted at \$165,000 for ~ 800 tons. The agreement is attached for review.

Staff recommends the Village of Bartlett continue to participate in the County of DuPage Joint Purchase Program for road salt through Morton Salt, Inc.

.Motion

Motion to approve Resolution #2022- -R, A RESOLUTION AUTHORIZING THE PURCHASE OF UP TO 400 TONS OF SALT FROM MORTON SALT, INC.

RESOLUTION 2022 - _____ - R

A RESOLUTION AUTHORIZING THE PURCHASE OF UP TO 400 TONS OF ROAD SALT FROM MORTON SALT, 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 2022-23 Bulk Road Salt Purchase is awarded to Morton Salt, Inc., being the lowest responsible and responsive bidder through the DuPage County Procurement Services Division, for up to 400 tons of salt at \$75.88/ton with a total sum of \$30,352.00.

SECTION TWO: The Bulk Road Salt Purchase Agreement dated May 17, 2022, between Morton salt, Inc. and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 17, 2022

APPROVED: May 17, 2022

ATTEST:

Kevin Wallace, Village President

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022 - _____ - R enacted on May 17, 2022, and approved on May 17, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Morton Salt, Inc.
444 West Lake Street, Suite 3000
Chicago, IL 60606

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

DuPage County Treasurer
421 N. County Farm Road,
Wheaton, IL 60187-3978

BOND AMOUNT: \$ 5% of total bid amount

PROJECT: BULK ROAD SALT 22-044-DOT
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of April 2022

Andrew M Lorenzini

Andrew M Lorenzini (Apr 26, 2022 13:39 CDT)

(Witness) Andrew Lorenzini, Senior Bid Analyst

Mariola Cruz

Mariola Cruz (Apr 26, 2022 13:03 CDT)

(Witness) Mariola Cruz Bid Prep Specialist

Morton Salt, Inc.

(Principal)

(Seal)

By: Anthony Patton

Anthony Patton (Apr 26, 2022 13:26 CDT)

(Title) Anthony T. Patton
Director, Bulk Deicing US Government Sales

Liberty Mutual Insurance Company

(Surety)

(Seal)

By: Leanne Miller

Leanne Miller (Apr 26, 2022 12:59 CDT)

(Title) Leanne Miller, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205459-976454

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (hereinafter collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Lorenzini; Anthony T. Patton; Ayanna Jefferson-Williams; Daniel P. Thompson; Jacob McConnell; Joseph Medcalf; Leanne Miller; Mariola A. Cruz; Meredith Kerr; Na-Tia Douglas; Robert H. George; Stacey Gwitt; Steve Downie

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY

On this 7th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of April, 2022.



By: Renee C. Llewellyn, Assistant Secretary



The County of DuPage
Finance – Procurement, 3-400
421 North County Farm Road
Wheaton, Illinois 60187

**DUPAGE COUNTY
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received and time stamped by the Procurement Officer, for The County of DuPage (“County”) on or before April 27th, 2022, at 2:00 p.m. at the Finance Department, Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: BULK ROAD SALT 22-044-DOT. Bid document, including specifications, may be obtained from the Finance Department by email Nickon.etminan@dupageco.org or onsite during regular business hours at no cost or from the internet via www.demandstar.com. All bids must be received prior to the date and time shown above. Bids transmitted by facsimile (fax) will not be accepted.

Due to the Covid-19 crisis, here are some process changes to the solicitations for bids and proposals including bid openings:

- 1) Bid openings will not be open to the public. Following current standard practice, all bid openings will be attended by two County employees.
- 2) Procurement will accept electronic bid submissions and electronic signatures.
- 3) Bids do not have to be notarized before submission.

Date	Bid Event Activity
April 13, 2022	Legal Notice Advertisement Placed
April 20, 2022 4:00 p.m. CT	Questions due to Buyer via email: Nickon.etminan@dupageco.org
April 22, 2022 4:00 p.m. CT	Final Q&A Addendum Published
April 27, 2022 2:00 p.m. CT	Submittals Due to Finance Office

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SECTION 1 – PROJECT INFORMATION

√	SUBMITTAL CHECKLIST
	<ol style="list-style-type: none"> 1. Original signed bid with one (1) PDF on Flash Drive 2. Bid Form Pricing 3. Bid Form Signature Page 4. Mandatory Form 5. W-9 6. Required Vendor Ethics Disclosure Statement 7. Joint Purchasing Agreement 8. References 9. Bid Security

AWARDED CONTRACTOR REQUIREMENTS	
Payment & Performance Bonds	Due no later than 15 days after Notice of Award to buyer via email.
Certificate of Insurance	Due within 15 days of Notice of Award
Illinois Secretary of State Corporate/LLC	Due within 15 days of Notice of Award
Certificate of good standing for current year	http://www.cyberdriveillinois.com/departments/business_services/howdoi.html

SECTION 2 - INSTRUCTIONS TO BIDDERS

1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6210 for these documents.

Companies interested in doing business with the County can register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

3) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this Bid, until a Successful Bidder is selected, all requests for clarification or additional information regarding this BID, or contacts with the County personnel concerning this BID or the evaluation process must be solely to the contact person listed on the cover page of this BID.

A violation of this provision is cause for the County to reject the Bidder's Bid. If it is later discovered that a violation has occurred, the County may reject any Bid or terminate any contract awarded pursuant to this BID. No contact regarding this document with other County employees is permitted.

4) **BID INFORMATION AND QUESTIONS:** Each Bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Bids, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this Bid, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

5) **BID SUBMISSION:** To be considered, the Bid must be prepared in the manner and detail specified in this Bid. Bids must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to DuPage County Procurement Services Division 421 North County Farm Road, Room 3-400 Wheaton, IL 60187.

Bids received after the above deadline may not be accepted and may be returned to the Bidder unopened. The Procurement Services Division's timestamp shall be the official time.

The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder.

Bidders must sign, in ink, the Bid form where indicated. Unsigned Bids will not be considered. An authorized official must sign the Bid. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

- a) Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all of the stipulations and requirements contained therein.
 - b) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.
 - c) All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
 - d) Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).
- 6) **CONTRACT AWARD:** The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive.

The successful Bidder will be asked to sign a contract agreement (sample attached).

7) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.

8) **ALTERNATE/EQUAL BIDS:** The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

9) **DEVIATIONS:** The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of any item id, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

10) **REJECTION:** The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation

in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

11) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

12) **PROPRIETARY INFORMATION:** Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

13) **NON-DISCRIMINATION:** DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.

14) **CONTRACT NEGOTIATION:** All Bids must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.

15) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

1. Evidence of collusion among Bidders.
2. Lack of competency as revealed by either financial, experience, or equipment statements.
3. Lack of responsibility as shown by past work.
4. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

16) **BIDDER RESPONSIBILITIES:** The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful.

The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder.

Further, the County will consider the Successful Bidder(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

17) **DISCLOSURE OF CONTENTS:** All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County's option.

Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification.

Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

18) **COMPLIANCE WITH ILLINOIS STATE LAW:** By submitting a response, Bidder [Proposer] certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

[Http://www.cyberdriveillinois.com/departments/business_services/howdoi.html](http://www.cyberdriveillinois.com/departments/business_services/howdoi.html).

19) **PREVAILING WAGE:** Prevailing rate of wages as determined by the County of DuPage or the Illinois Department of Labor may apply to some or all work performed on this contract and paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. You must retain payroll records for five (5) years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records. Certified Transcript of Payroll forms may be downloaded from the Contractors Forms page of the DuPage County Procurement Services Division website at <https://www.dupageco.org/Finance/Procurement/1316/> or you may use your own format containing the same information with pre-approval by the Procurement Officer (submit sample with bid).

The Contractor is aware that Prevailing Wage Rates may apply to some or all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or lower tier subcontracts required by this contract.

SECTION 3 - GENERAL CONDITIONS

1) **ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):** If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

3) **ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

4) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes more than \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

5) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.

6) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted. A violation of this provision may be grounds for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

7) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

8) **CONTRACTOR PERFORMANCE:** The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications.

The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

9) **DISCIPLINE:** Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

10) **DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

11) **ENDORSEMENTS:** Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

12) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

13) **FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented, i.e., droughts, floods, severe weather phenomena, et cetera.

14) **HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

15) **HOLDING OF BIDS:** Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

16) **INDEMNITY:** The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

17) **LAW GOVERNING:** The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

18) **VENUE:** By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

19) **LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to Owner for

the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

20) **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

21) **LOBBYIST REGISTRATION:** Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

22) **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

23) **MISCELLANEOUS REQUIREMENTS:** The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

24) **NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

25) **PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein. Should Contractor or his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

26) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

27) **PROTEST:** Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

28) **RESERVATION OF RIGHTS:** The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

29) **TAX:** The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

30) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

31) **WARRANTY:** Complete warranty information detailing period and coverage must be submitted.

SECTION 4 - SPECIAL CONDITIONS

1) **ACCURACY DISCLAIMER:** The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

2) **ADDITIONAL MISCELLANEOUS REQUIREMENTS:** The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

3) CONTRACT TERM AND RENEWAL

This contract shall be effective for a one (1) year term period.

The contract shall be subject to three (3) additional one year term period provided there is no change in the terms, conditions, specifications and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

4) **SPLIT BIDS:** Contractors may bid on one or more categories. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

5) **CANCELLATION:** The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a) The Contractor provides material that does not meet the specifications of this contract.
- b) The Contractor fails to adequately perform the services set forth of this contract.
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract.
- d) The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies:

- a) Cancel the contract.
- b) Reserve all rights or claims of damage for breach or any covenants of the contract.
- c) Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

6) **PRICING:** DuPage County reserves the right to compare pricing submitted to any and all known national purchasing cooperatives in order to obtain the lowest pricing available in the current marketplace for this contract award. The County reserves the right to award a contract to the lowest responsive, responsible vendor after reviewing all national purchasing cooperative pricing programs available for the County to participate in.

7) DELIVERY REQUIREMENTS:

All purchases must be delivered to the receiving dock, or as otherwise specified by Buyer.

- a) All deliveries shall be made Monday through Friday between the hours of 7:00 a.m. and 2:00 p.m.

- b) Seller will notify Buyer if Seller is not able to fulfill the complete Purchase Order by the requested date in the stated quantities. Buyer will then determine whether the changes are acceptable or if the Purchase Order will be cancelled and issued to a different supplier.
- c) Seller will notify Buyer before making any changes or substitutions of materials and quantities specified on the Purchase Order with cost of cover to be paid by Seller.
- d) Contractor shall supply and pick up pallets at no additional cost to the County of DuPage. Drivers will be instructed that they must pick up pallets.
- e) Orders will be placed 2 (2) working days in advance of the due date.
- f) Conveyor Requirements are required.
- g) All items will be in full cartons.

EXTENDED WARRANTY OPTIONS: Attach additional information, if available, to your bid submittal.

PAYMENTS: Separate invoices shall be required for each County of DuPage department participating in the purchase.

CREDIT MEMOS: Must be on an original form with date of return, descriptions of items and prices noted.

QUALITY: All Recycled Products or Materials shall show the percent of post-consumer recycled content. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the Procurement Officer.

THIRD PARTY AGREEMENT: The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.

PERFORMANCE AND PAYMENT BONDS: Each bid shall be accompanied by a Bid Security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the DuPage County Treasurer. The Bid Security shall be in an amount of not less than five percent (5%) of the total bid, as a guarantee that the Bidder will, within 10 days after the date of the conditional award of a contract, provide a Performance Bond as required by the Bid Documents. Any bid submitted without the required Bid Security, will not be read after it is opened. Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a surety company, approved by the County, having the minimum equivalent of a Best and Company A-V Rating. If an intended Awardee fails to furnish any bond or insurance or document required by the Bid Documents, the Bid Security submitted with its bid shall be forfeited as liquidated damages. The Contractor shall within 15 days of the Notice of Award furnish a Performance Bond in an amount equal to twenty percent (20%) of total bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and holding good until the completion of the contract to protect the County of DuPage against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for one year from the issuance of a Purchase Order or until completion of the Contract period, whichever is longer.

SECTION 5 – INSURANCE REQUIREMENTS

The Contractor and Subcontractors or Partners will purchase and maintain insurance for the coverages for a minimum of three (3) years after completion of the Contract.

Upon notice of acceptance of Bid, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to DuPage County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best’s Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing DuPage County thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until all work has been approved and accepted by DuPage County. The Proposer is responsible for all insurance deductibles and Self-Insured Retentions.

TYPE OF INSURANCE	MINIMUM LIMITS LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident & Disease	\$1,000,000
3. *Commercial General Liability	\$2,000,000
4. *Umbrella Excess Liability (over primary) Retention for Self-Insured Hazards (each occurrence)	\$4,000,000
5. *Business Auto Liability	\$1,000,000
* ALSO Required in addition to a Certificate of Insurance	
1) An Additional Insured Endorsement as well as endorsements for:	
2) Waiver of Subrogation and	
3) Insurance is Primary and Non-Contributory to additional insured insurance coverage	

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Proposer and its independent contractors shall maintain, at their sole expense, insurance coverage for the Proposer, its employees, officers and independent contractors, as follows:

- It is the responsibility of Proposer to provide a copy of this BID to their insurance
- It may also be required that the Proposer’s insurer and coverage be approved by the DuPage County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Insurance Certificates with required endorsements should be emailed to: donna.weidman@dupageco.org.

The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage’s, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN, OR TERMINATION OF, INSURANCE COVERAGE: The insurance carrier of the insured is required to notify DuPageCounty of termination of any of these coverage’s, prior to the completion of any contract, at least 30 days prior to expiration.

INSURANCE RATING: All the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION: The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT: Within 60 days of service of process, DuPage County shall notify the Proposer of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Proposer of its obligation to provide indemnification. However, DuPage County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL: The Proposer shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of DuPage County, and appointment by the State's Attorney.

RIGHTS RETAINED: Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to DuPage County.

SECTION 6 – STATEMENT OF WORK/SPECIFICATIONS

This bid is to furnish and deliver bulk rock salt for snow and ice control, in accordance with the AASHTO Specification M143, Sodium Chloride Type 1, Grade 1. Bulk rock salt shall be 95 to 98 percent pure sodium chloride. Maximum moisture content shall be no more than two and a half percent (2.5%).

Bulk rock salt not meeting the standards listed in these Specifications shall be subject to rejection by DuPage County.

BID AWARD CRITERIA:

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by Group 1, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie.

Group 2 will be awarded by each individual agency/township/municipality.

COUNTY AUTHORIZED REPRESENTATIVE:

Post contract award, the County authorized representative for this bid is Michael Figuray, 630-407-6924 or authorized designee.

DELIVERY REQUIREMENTS:

Orders are generally expected to be received within three (3) working days from date of order.

Normal deliveries shall be made between the hours of 7:00 a.m. and 1:00 p.m., Monday through Friday. Arrangements can be made for after hours and weekend deliveries to maintain a prompt order delivery schedule.

All order releases shall be delivered to completion, unless mutually agreed upon by the County of DuPage and the awarded Contractor.

All salt deliveries shall be made with trucks equipped with tailgate dump trailers.

All trucks shall be covered with approved waterproof material. The contractor will ensure that upon delivery, the driver shall inspect the inside of the trailer and will confirm that all salt has been removed from the trailer before leaving the point of delivery. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct. DuPage County Division of Transportation reserves the right to require that delivery trucks be directed to a scale in the vicinity to check the accuracy of loads being delivered.

The actual tonnage delivered by the Contractor shall be within 20 (twenty) tons of the requested tonnage for each order.

The Contractor shall notify the Division of Transportation and any participating municipality of the trucking firm that will be delivering the salt, as well as a contact name, address and phone number of said trucking firm. The Contractor shall supply the same information for the terminal location, as well. Ultimately, all delivery responsibility will fall upon the Awarded Contractor. It will be their responsibility to accept order releases and communicate order information to the designated trucking firms and terminals.

Deliveries of rock salt will be required to be free of any foreign materials (i.e. mud, rocks, wood, tarpaulins, etc.). Cause for rejection and removal shall be made known within two (2) working days to the Contractor. Loads contaminated with foreign material will be replaced at the Contractor's expense within five (5) working days.

All salt is to be lump free. No salt with lumps larger than two (2) inches in diameter will be accepted. Loads with lumps larger than two (2) inches shall be replaced at the Contractor's expense within five (5) working days.

INVOICING:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

LIQUIDATED DAMAGES:

From December 1, 2022 through April 30, 2023, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, DuPage County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, DuPage

County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

ORDERING:

Group 1 - DuPage County will place a minimum of 500 tons at a given time. All individual releases will be placed with the terminal.

Group 2 - 500 ton minimum will be waived. All individual releases will be placed with the terminal.

Orders for tonnage will be placed with the successful qualified bidder beginning June 1, 2022. All salt will be delivered by May 31, 2023. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

QUANTITIES:

See Bid Pricing in Section 7 for quantities and locations.

DuPage County Division of Transportation has included a quantity which is an estimate only, for Standard Delivery. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

The Agency/Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/22. Bidders are required to provide a unit price for this 100% guaranteed delivery. (EARLY DELIVERY). The Townships/Municipalities section has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). The Townships/Municipalities agree to purchase at least 80% of the quantity shown. If the Townships/Municipalities do not utilize or order the 80%, the Townships/ Municipalities will pay for the 80% and it will be stored at the terminal, for delivery to the Townships/ Municipalities at a later date. This will be handled at no additional charge to the Townships/ Municipalities.

THIRD PARTY OR ACTING IN THE BEST INTEREST OF THE CITIZENS OF DUPAGE COUNTY:

In cases where other governmental agencies in DuPage County are unable to obtain bulk rock salt, DuPage County Division of Transportation reserves the rights and obligation to sell salt or give salt (to be reimbursed at a later date) to governmental agencies without any recourse from the Awarded Contractor. This will be done at the contracted cost given to DuPage County Division of Transportation by the Awarded Contractor and at no time shall a profit be made by DuPage County Division of Transportation.

STOCKING REQUIREMENTS:

Within thirty (30) days of the notice of award (issuance of purchase order) the Contractor will be required to provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed will be required to be in stock at a local terminal by December 1, 2022. This requirement shall be fulfilled each December 1st, with each contract renewal.

DuPage County reserves the right to inspect the awarded Contractor's local terminal to verify for quantity and condition of salt, as required in the Specifications.

USAGE REPORTS: Vendor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the vendor's name, item number and term of contract at the top of the page. The report shall indicate the period covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

DELIVERY LOCATION	DELIVERY DATE	DELIVERY TICKET NUMBER	QUANTITY (TONS)	UNIT PRICE	EXTENSION
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Vendor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year. These reports must be furnished within seven (7) days of request.

These reports
are to be
forwarded to:

DuPage County Division of Transportation
Roula Eikosidekas
140 North County Farm Road
Wheaton, IL 60187

VENDOR QUALIFICATIONS:

Vendor will provide a general history, description and status of their Company.

SECTION 7 - BID FORM PRICING

GROUP 1 – DUPAGE COUNTY

All Product to be shipped F.O.B. Delivered, freight prepaid, 140 N. County Farm Road, Wheaton, IL 60187 or 7900 S. Rt. 53, Woodridge, IL 60517.

ITEM	UOM	QTY	PRICE	EXTENDED PRICE
BULK ROCK SALT	TON	15,000	\$ 75.88	\$ 1,138,200.00
GRAND TOTAL				
(In words) One million, one hundred thirty-eight thousand, two hundred dollars and zero cents				

UNIT COST PER TON FOR QUANTITIES BETWEEN 131% AND 150% OF PROJECTED USAGE

\$ 85.88 PER TON

STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. The DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

The Contractor is to provide a unit price per ton. DuPage County will require a 5% bid security to be submitted with the bid, The Awarded Contractor will also be required to furnish a 20% Performance Bond and Certificate of Insurance, within 15 days of the Notice of Award (as outlined in the Special Conditions). Similar conditions will apply to Group 2.

SHIPPING AND BILLING INFORMATION FOR GROUP 1:

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	DuPage County Division of Transportation Attn: Jason Walsh 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 Jason.Walsh@dupageco.org
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	DuPage County Public Works Attn: Jason Walsh 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6925 Jason.Walsh@dupageco.org

GROUP 2 – AGENCY/TOWNSHIPS/MUNICIPALITIES

All Product to be shipped F.O.B. Delivered, freight prepaid, to the locations listed. Each Agency/Township/Municipality will make an independent determination on whether it will enter into this agreement with the Awarded Contractor.

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by November 30, 2022

ITEM	UOM	QTY	PRICE	EXTENDED PRICE
BULK ROCK SALT	TON	6,000	\$ 75.88	\$ 455,280.00
GRAND TOTAL Four hundred fifty-five thousand, two hundred eighty dollars and zero cents (In words)				

B – STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. If the Agency/Township/Municipality agrees to enter into an agreement with the Awarded Contractor, the Township/Municipality agrees to purchase at least 80% of the quantity shown. If the Agency/Township/ Municipality does not utilize or order the 80%, the Agency/Township/ Municipality will pay for the 80% and it will be stored at the terminal, for delivery to the Agency/Township/ Municipality at a later date. This will be handled at no additional charge to the Contracting Agency/Township/Municipality.

ITEM	UOM	QTY	PRICE	EXTENDED PRICE
BULK ROCK SALT	TON	61,170	\$ 75.88	\$ 4,641,579.60
GRAND TOTAL (In words) Four million, six hundred forty-one thousand, five hundred seventy-nine dollars and sixty cents				

UNIT COST PER TON FOR QUANTITIES BETWEEN 131% AND 150% OF PROJECTED USAGE

\$ 85.88 PER TON

LOCATION	BILL TO	SHIP TO	UOM	Group 2A 100% Confirmed Quantities – Delivery is no later than 11/30/2022	Group 2B 80-130% Estimated Quantities – Standard Delivery
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191	TON	0	700
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101-4331	1491 W. Jeffrey Drive Addison, IL 60101-4331	TON	0	2,200
Aurora, City of	44 E. Downer Place Aurora, IL 60507	City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505 or 2112 Montgomery Rd Aurora, IL 60504	TON	0	7,500
Bartlett, Village of	228 S. Main Street Bartlett, IL 60103	1150 Bittersweet Drive Bartlett, IL 60103 or 315 E. Devon Ave. Bartlett, IL 60103	TON	0	400
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St. Bensenville, IL 60106	TON	0	1,000
Bloomington Township	6N030 Rosedale Ave. Bloomington, IL 60108	6N030 Rosedale Ave. Bloomington, IL 60108	TON	0	1,700
Bloomington, Village of	201 S. Bloomington Rd Bloomington, IL 60108	305 Glen Ellyn Road Bloomington, IL 60108	TON	0	1,300
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	TON	0	2,000
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514	TON	0	600
Darien, City of	1041 S. Frontage Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561	TON	0	3,000
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559	TON	0	1,200
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave. Downers Grove, IL 60515	TON	2,500	0
DuPage Airport Authority	2700 International Drive Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185	TON	0	120

Elmhurst, City of	209 N York St, Elmhurst, IL 60126	985 S Riverside Dr, Elmhurst, IL 60126	TON	0	3,000
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137	TON	0	1,700
Hanover Park, Village of	2121 W. Lake St. Hanover Park, IL 60133	2121 W. Lake St. Hanover Park, IL 60133	TON	0	1,800
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521	TON	0	700
Itasca, Village of	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	TON	0	1,200
Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	TON	0	1,000
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532	TON	0	1,800
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148	TON	0	2,700
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137	TON	0	1,600
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563	TON	0	400
Naperville, City of	180 Fort Hill Drive, Naperville, IL 60540	180 Fort Hill Drive, Naperville, IL 60540 OR 3816 Plainfield/Naperville Rd Naperville	TON	0	6,000
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oak Brook, IL 60523	TON	0	550
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	TON	3,500	3,000
Villa Park, Village of	20 S. Ardmore Ave. Villa Park, IL 60181	729 N. Ardmore Ave. Villa Park, IL 60181	TON	0	600
Warrenville, City of	3S258 Manning Ave. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	TON	0	1,300
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185	TON	0	400
West Chicago, City of	475 Main St. West Chicago, IL 60185	135 W. Grandlake Blvd. West Chicago, IL 60185 OR 60185 or 1350 W. Hawthorne Lane West Chicago, IL 60185	TON	0	3,500

Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559	TON	0	800
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	820 W. Liberty Drive Wheaton, IL 60189	TON	0	2,000
Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	TON	0	900
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190	TON	0	500
Winfield Township	30W575 Roosevelt Rd. West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185	TON	0	500
Wood Dale, City of	720 N. Central Ave. Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191	TON	0	800
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 OR 7900 IL Rt. 53 Woodridge, IL 60517	TON	0	1,700
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148	TON	0	1,000
TOTAL TONS				6,000	61,170

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X Anthony Patton
Anthony Patton (Apr 26, 2022 13:26 CDT)

(Signature and Title)

Anthony T. Patton, Director, Bulk Deicing US Government Sales



CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 26TH day of April AD, 2022

Meredith Kerr My Commission Expires: 11/09/2022
(Notary Public)



SEAL

Morton Salt, Inc. Officers as of January 1, 2022

Mark Demetree - Chief Executive Officer
Mitchell Dascher - President, Highway & Chemical
James Heard - President, Consumer & Industrial
Michael Lenox - Senior Vice President & Chief Financial Officer
Bradley Bacon - Senior Vice President, Chief Administrative Officer, General Counsel & Secretary
Ken Grimm - Vice President, North American Mining Operations
Thomas Giotto - Senior Vice President & Chief Human Resources Officer
Jennifer McCormick - Vice President, Sales & Marketing
Steven Briggs - Vice President, US Sales & Marketing
Alan Pramann - Vice President, Tax
Kyle White – Treasurer and Vice President, Finance
Kari Lowry -Vice President, Corporate Controller
Winnie Kuo - Assistant Secretary
Scott Schlautman - Assistant Secretary

Morton Salt, Inc. Directors as of January 1, 2022

Adam Cohn
Mark Demetree

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Morton Salt Customer Service	NAME	Morton Salt, Inc.
CONTACT		CONTACT	
ADDRESS	444 West Lake Street, Suite 3000	ADDRESS	DEPT CH 19973
CITY ST ZIP	Chicago, IL 60606	CITY ST ZIP	Palatine, IL 60055-9973
TX	855-665-4540	TX	
FX	630-214-0725	FX	
EMAIL	buyroadsalt@mortonsalt.com	EMAIL	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID

1. IRS FORM W-9

This form can be found attached, or at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

2. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

This form can be found attached, or at the following link: <https://www.dupageco.org/Finance/Procurement/1316/>

3. JOINT PURCHASING AGREEMENT

This form can be found attached.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Morton Salt, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 444 West Lake Street</p> <p>6 City, state, and ZIP code Chicago, IL 60606</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <p>County of DuPage Finance Department 421 N County Farm Rd Wheaton, IL 60187-3978</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	7	-	3	1	4	6	1	7	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 4/26/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

Date: 4/26/2022

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #: _____

Company Name: Morton Salt, Inc.	Company Contact: Andrew Lorenzini
Contact Phone: 312-807-2859	Contact Email: alorenzini@mortonsalt.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: Anthony Patton
Anthony Patton (Apr 26, 2022 13:26 CDT)

Printed Name: Anthony T. Patton

Title: Director, Bulk Deicing US Government Sales

Date: 4/26/2022

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1 (total number of pages)**

JOINT PURCHASING AGREEMENT

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES _____ NO _____

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

Other taxing bodies located in DuPage County are allowed to join by mutual agreement between the individual taxing body and Morton Salt, Inc.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

SECTION 10 - REFERENCES

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material, or services for a period of not less than six (6) months.

COMPANY NAME:	City of Chicago
ADDRESS:	121 N. LaSalle Street, Rm. 806,
	Chicago, IL 60602
CONTACT PERSON:	Tom Pasciak
TELEPHONE NUMBER:	312-744-5098

COMPANY NAME:	Cook County
ADDRESS:	121 N. LaSalle Street,
	Chicago, IL 60602
CONTACT PERSON:	Bill Kelly
TELEPHONE NUMBER:	312-603-3948

COMPANY NAME:	Lake County Co-Op
ADDRESS:	600 West Winchester Road
	Libertyville, IL 60048
CONTACT PERSON:	Rich McMorris
TELEPHONE NUMBER:	847-377-7457

SAMPLE

**SECTION 11 - SAMPLE CONTRACT AGREEMENT
CONTRACT 21-105-PW BETWEEN [CONTRACTOR]
AND THE COUNTY OF DUPAGE**

THIS AGREEMENT is entered into this _____ day of _____, 2022, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and _____, licensed to do business in the State of Illinois, located at _____, _____, _____ (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid 21-105-PW for its Department of Public Works, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.h Exhibits
- 1.1.i County Purchase Order

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a one year period beginning on 04/01/2022 and continuing through 03/31/2023.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

- 4.0 **BID PRICES AND PAYMENT**
- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.
- 5.0 **AMENDMENTS**
- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.
- 6.0 **CONTRACT ENFORCEMENT – ATTORNEY’S FEES**
- 6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- 7.0 **SEVERABILITY CLAUSE**
- 7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court’s determination shall not affect the validity or enforceability of the remaining portions of this Contract.
- 8.0 **GOVERNING LAW**
- 8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.
- 9.0 **ENTIRE AGREEMENT**
- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By: _____

By: _____

SIGNATURE

SIGNATURE

Christopher Kopp

PRINTED NAME

PRINTED NAME

Chief Procurement Officer

PRINTED TITLE

PRINTED TITLE

DATE

DATE

SECTION 12 - OUTSIDE ENVELOPE BID LABEL

SEALED BID PROPOSAL

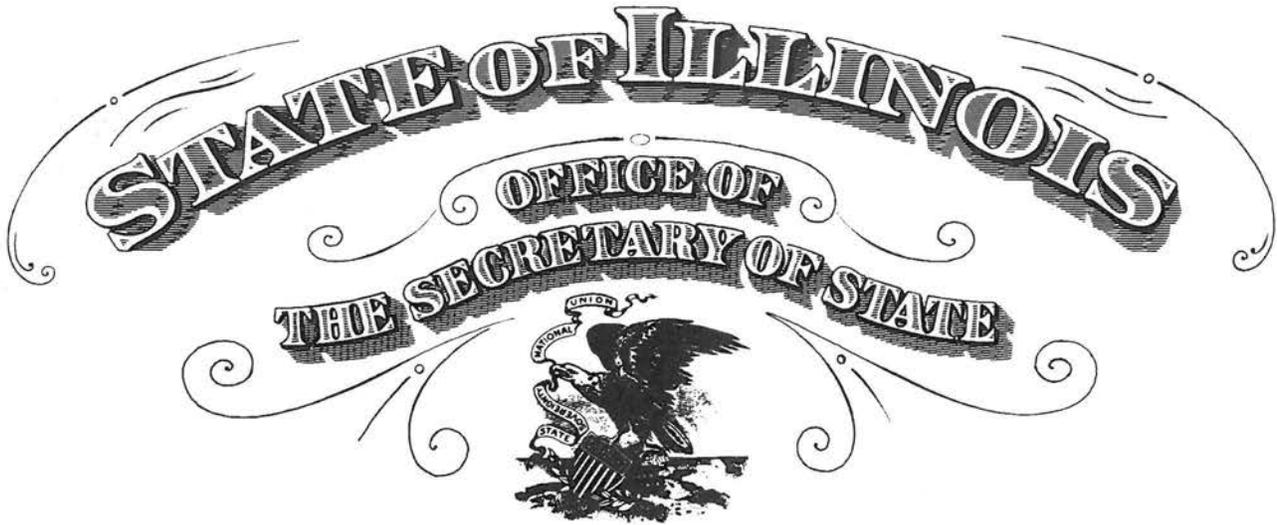
INVITATION #: 22-044-DOT
DESCRIPTION: BULK ROAD SALT
OPENING DATE: 04/27/2022
OPENING TIME: 02:00 P.M.
COMPANY NAME: Morton Salt, Inc.

DATED MATERIAL - DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS BID LABEL TO THE OUTERMOST ENVELOPE
OF YOUR PROPOSAL TO ENSURE PROPER DELIVERY!

File Number

6724-732-9



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MORTON SALT, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON AUGUST 25, 2010, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of FEBRUARY A.D. 2022 .

Jesse White

SECRETARY OF STATE

Authentication #: 2203301420 verifiable until 02/02/2023

Authenticate at: <http://www.ilsos.gov>

CERTIFICATION

The undersigned, being the Secretary of Morton Salt, Inc., a Delaware corporation (the "Company"), hereby certifies that:

- i. As of the date hereof, Mitchell Dascher is President, Highway & Chemical of the Company;
- ii. Pursuant to the bylaws of the Company and the corporate resolutions adopted by Board of Directors of the Company on August 13, 2021 appointing Mr. Dascher as an officer of the Company, Mr. Dascher is authorized to approve and execute (and to delegate his authority to execute) all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and the bylaws and said resolutions remain in full force and effect as of the date hereof; and
- iii. Mr. Dascher has delegated to Anthony Patton, Director, Bulk Deicing U.S. Government Sales of the Company, Mr. Dascher's authority to execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and a true and correct copy of the delegation of authority to Mr. Patton dated September 1, 2021 is attached as Exhibit A hereto and remains in full force and effect as of the date hereof.

DATED: 4/26/2022



Brad Bacon
Secretary
Morton Salt, Inc.



EXHIBIT A

DELEGATION OF AUTHORITY

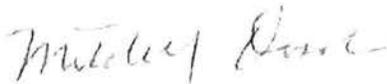
TO: Anthony Patton
Director, Bulk Deicing U.S. Government Sales

Pursuant to the authority granted to me as an officer of Morton Salt, Inc. (the "Company") per the Bylaws of the Company and by the resolutions adopted by the Board of Directors of the Company on August 13, 2021;

You are hereby designated as a person authorized to execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company; being subject to any applicable limitations set forth in Company policies; and being in effect only for so long as you continue to hold your current title noted above, unless earlier superseded, withdrawn, amended or terminated.

Effective Date: September 1, 2021

Signed:



Mitchell Dascher
President, Highway & Chemical
Morton Salt, Inc.



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
BULK ROAD SALT 22-044-DOT
BID TABULATION

No.	Item	Unit	Qty	MORTON SALT, INC.		CARGILL INC		COMPASS MINERALS AMERICA INC.	
				Price	Extended Price	Price	Extended Price	Price	Extended Price
1	Group 1 - DuPage County Standard Delivery	Ton	15,000	\$ 75.88	\$ 1,138,200.00	\$ 81.99	\$ 1,229,850.00	\$ 84.21	\$ 1,263,150.00
2	Purchase for 131% -150% of Projected Usage	Ton	1	\$ 85.88		\$ 92.98		\$ 94.21	
	GRAND TOTAL GROUP 1				\$ 1,138,200.00		\$ 1,229,850.00		\$ 1,263,150.00
3	Group 2A - Townships/Municipalities Early Delivery	Ton	6,000	\$ 75.88	\$ 455,280.00	\$ 86.11	\$ 516,660.00	\$ 98.49	\$ 590,940.00
4	Group 2B - Townships/Municipalities Standard Delivery	Ton	61,170	\$ 75.88	\$ 4,641,579.60	\$ 81.99	\$ 5,015,328.30	\$ 84.21	\$ 5,151,125.70
5	Purchase for 131% -150% of Projected Usage	Ton	1	\$ 85.88		\$ 92.98		\$ 94.21	
	GRAND TOTAL GROUP 2				\$ 5,096,859.60		\$ 5,531,988.30		\$ 5,742,065.70

NOTES

Bid Opening 4/27/2022 2:00 PM	NE, VC
Invitations Sent	5
Potential Bidders Requesting Bid Documents	1
Total Bid Responses Received	3



Agenda Item Executive Summary

Item Name Purchase of 2022 S770 T4 Bobcat Skid Steer Committee or Board Board

BUDGET IMPACT

Amount: \$66,537.20 Budgeted \$66,000.00

List what fund Machinery and Equipment split among the 3 divisions (streets, water, & sewer)

EXECUTIVE SUMMARY

Sourcewell Cooperative has awarded contract NJPA # 040319-CEC for the purchase of a 2022 S770 T4 Bobcat Skid Steer Loader to Clark Equipment Company dba Bobcat Company West Fargo, ND.

This equipment would be purchased as part of the Capital Outlay Budget. Each division within the Public Works Department has budgeted \$22,000.00 for the purchase of this unit. The price includes start up service and freight, delivered to the PW Facility. Additional pricing includes 74" severe duty bucket, high flow capabilities, and typical upfits.

The vehicle will be delivered at the total cost of \$66,537.20 after discount adjustments. FY 2022-2023 budget provides \$66,000.00 for the purchase of a new 2022 S770 T4 Bobcat Skid Steer Loader. Although the cost is more than the budgeted amount it is still within the parameters of the overall capital outlay budget.

ATTACHMENTS (PLEASE LIST)

Memo
Proposals

ACTION REQUESTED

For Discussion Only
Resolution
Ordinance

✓ Motion: **MOVE TO APPROVE THE PURCHASE OF A 2022 S770 T4 BOBCAT SKID STEER LOADER FROM CLARK EQUIPMENT COMPANY dba BOBCAT COMPANY WEST FARGO, ND.**

Staff: Dan Dinges, Director of Public Works Date: 5/9/2022

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Purchase of 2022 S770 T4 Bobcat Skid Steer Loader**
Date: May 9, 2022

Sourcewell Cooperative has awarded contract NJPA # 040319-CEC for the purchase of a 2022 S770 T4 Bobcat Skid Steer Loader to Clark Equipment Company dba Bobcat Company West Fargo, ND.

This equipment would be purchased as part of the Capital Outlay Budget. Each division within the Public Works Department has budgeted \$22,000.00 for the purchase of this unit. The price includes start up service and freight, delivered to the PW Facility. Additional pricing includes 74" severe duty bucket, high flow capabilities, and typical upfits.

The vehicle will be delivered at the total cost of \$66,537.20 after discount adjustments. FY 2022-2023 budget provides \$66,000.00 for the purchase of a new 2022 S770 T4 Bobcat Skid Steer Loader. Although the cost is more than the budgeted amount it is still within the parameters of the overall capital outlay budget.

Motion

MOTION TO APPROVE THE PURCHASE OF A 2022 S770 T4 BOBCAT SKID STEER LOADER FROM CLARK EQUIPMENT COMPANY dba BOBCAT COMPANY WEST FARGO, ND.



Bobcat

Product Quotation

Quotation Number: TLJ-00050
Date: 2022-05-06 13:47:34

Customer Name/Address:

Bobcat Delivering Dealer

ORDER TO BE PLACED WITH:
Contract Holder/Manufacturer

Bartlett Public Works
Attn: Jared Christensen
1150 Bittersweet
BARTLETT, IL 60103

Todd Swartz
Atlas Bobcat, Elk Grove Village,
IL
1160 MCCABE AVE
ELK GROVE VILLAGE IL 60007
Phone: (847) 678-3633
Fax: (847) 678-3587

Clark Equipment Co dba Bobcat
Company
250 E Beaton Dr,
West Fargo, ND 58078
Phone: 701-241-8719
Fax: 855-608-0681
Contact: Heather Messmer
Heather.Messmer@doosan.com

Description

S770 T4 Bobcat Skid-Steer Loader

92 HP Turbo Tier 4 Diesel Engine
Air Intake Heater (Automatically Activated)
Auxiliary Hydraulics: Variable Flow
Backup Alarm
Bob-Tach
Bobcat Interlock Control System (BICS)
Controls: Bobcat Standard
Engine/Hydraulic Systems Shutdown
Horn
Instrumentation: Engine Temp and Fuel Gauges,
Hourmeter, RPM and Warning Lights

Part No	Qty	Price Ea.	Total
M0283	1	\$47,328.48	\$47,328.48

Lift Arm Support
Lift Path: Vertical
Lights, Front & Rear
Operator Cab

- Includes: Adjustable Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar, Seat Belt
- Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471
- Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts)

Tires: 12-16.5 12 PR Bobcat Heavy Duty
Warranty: 2 years, or 2000 hours whichever occurs first

Premier Package

Enclosed Cab with AC/Heat
Sound Reduction
Cab Accessories Package
Deluxe Instrument Panel with Keyless Start
Radio
Heated Cloth Air Ride Suspension Seat
Power Bob-Tach

M0283-P10-C21	1	\$9,665.28	\$9,665.28
---------------	---	------------	------------

7-Pin Attachment Control Kit
High Flow
2-Speed
Hydraulic Bucket Positioning
Automatic Ride Control
Reversing Fan

Cab Accessory Package
Selectable Joystick Controls (SJC)
Strobe Light Kit, Amber
74" Severe Duty Bucket
--- Bolt-On Cutting Edge, 74"

M0000-R80-C02	1	\$427.68	\$427.68
M0283-R01-C04	1	\$680.40	\$680.40
7129301	1	\$252.57	\$252.57
7326130	1	\$1,344.44	\$1,344.44
6718007	1	\$302.85	\$302.85

Total of Items Quoted

\$60,001.70

Dealer P.D.I.

\$300.00

Freight Charges

\$769.00

Dealer Assembly Charges

\$202.50

Other Charges: Material and Logistics

\$5,264.00

Quote Total - US dollars

\$66,537.20

Notes:

***Prices per the Sourcewell Contract #040319-CEC.**

***Terms Net 60 Days. Credit cards accepted.**

***FOB Destination**

***State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.**

***TID# 38-0425350**

****Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.***

***Quote valid for 30 days**

ORDER ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME AND TITLE

PURCHASE ORDER NUMBER

DELIVERY ADDRESS: _____

BILLING ADDRESS (if different than Ship To): _____

TAX EXEMPT? _____ YES _____ NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____



Agenda Item Executive Summary

Item Name	Purchase of (1) 2024 International Arbor truck	Committee or Board	Board
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BUDGET IMPACT

Amount: \$127,669

Budgeted \$152,000

List what

fund Vehicle Replacement Fund

EXECUTIVE SUMMARY

I have received all of the necessary information regarding the purchase of (1) dump truck through the State of Illinois Joint Purchase program. We have contacted the truck manufacturers and discussed bidding these trucks on our own versus through the State program. According to them, without the joint purchase program these trucks would cost the Village over 4% more in additional fees. Other truck manufacturers do not have trucks available this year and cannot commit to pricing until late this year. We believe our lowest cost option is to purchase through the State Joint Purchase Program.

Rush Truck Centers of Springfield was awarded the contract for this vehicle, which includes a dump body and chainsaw storage. This vehicle would be purchased as part of the Streets Division Capital Outlay Budget. The price includes start up service, freight, licensing, and delivery to the PW facility.

The vehicle will be delivered at the total cost of \$127,669.00 after discount adjustments. FY 2022-2023 budget provides \$150,000.00 for the purchase of (1) new 2024 International truck that replaces a 2009 International dump truck, that has an evaluation rating of 30 which qualifies for immediate replacement.

ATTACHMENTS (PLEASE LIST)

Memo

Proposals

ACTION REQUESTED

For Discussion Only

Resolution

Ordinance

- ✓ Motion: MOVE TO APPROVE THE PURCHASE OF (1) INTERNATIONAL ARBOR CHIPPER TRUCK FROM RUSH TRUCK CENTERS OF SPRINGFIELD, IL

Staff: Dan Dinges, Director of Public Works

Date: 5/9/2022

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Purchase of 2024 International Arbor Chipper Truck
Date: May 9, 2022

I have received all of the necessary information regarding the purchase of (1) dump truck through the State of Illinois Joint Purchase program. We have contacted the truck manufacturers and discussed bidding these trucks on our own versus through the State program. According to them, without the joint purchase program these trucks would cost the Village over 4% more in additional fees. Other truck manufacturers do not have trucks available this year and cannot commit to pricing until late this year. We believe our lowest cost option is to purchase through the State Joint Purchase Program.

Rush Truck Centers of Springfield was awarded the contract for this vehicle, which includes a dump body and chainsaw storage. This vehicle would be purchased as part of the Streets Division Capital Outlay Budget. The price includes start up service, freight, licensing, and delivery to the PW facility.

The vehicle will be delivered at the total cost of \$127,669.00 after discount adjustments. FY 2022-2023 budget provides \$150,000.00 for the purchase of (1) new 2024 International truck that replaces a 2009 International dump truck, that has an evaluation rating of 30 which qualifies for immediate replacement.

Motion

MOTION TO APPROVE THE PURCHASE OF (1) 2024 INTERNATIONAL DUMP TRUCKS FROM RUSH TRUCK CENTERS OF SPRINGFIELD, IL



Rush Truck Center, Springfield

3441 Gatlin Dr
Springfield, IL 62707
(217) 523-5631

rushtruckcenters.com

Retail Sales Order

SALES ORDER		Date 04/26/2022	
Please enter my order for the following: <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input type="checkbox"/> F.E.T. Exempt		VILLAGE OF BARTLETT Customer's Name 228 SOUTH MAIN STREET BARTLETT IL 60103	
Make International Series HV607	Year 2024 Body Type REFERENCED BELOW	Street City State Zip E 9998-1051-07 (630) 837-0811	Federal Tax ID # Business Phone Fax
Color AQUA BLUE Trim STANDARD	Serial # Stock #	Purchaser's Name Street City State Zip	
To be delivered on or about STATE CONTRACT # 19-416CMS-BOSS4-P-8607	WAS USED TO PRICE THE FOLLOWING EQUIPMENT	Federal Tax ID # Business Phone Fax David Mueller	
TRUCK CHASSIS SPECIFICATIONS AS LISTED IN SALES PROPOSAL # 16104 DATED 04/26/2022 83,232.00	BODY & MOUNTED EQUIPMENT AS LISTED IN MONROE TRUCK EQUIP. QUOTE # 9TRR002554 44,110.00 DATED 04/20/2022	By Salesman Truck Will be Titled in <u>Du Page</u> County.	
Sales Price 127,342.00	Factory Paid F.E.T. 0.00	LIENHOLDER INFORMATION Date of Lien Lien Holder	
F.E.T. Tire Credit 0.00	Total Factory Paid F.E.T. 0.00	Draft Through	
Optional Extended Warranties 0.00	Sub-Total 127,342.00	Manufacturer Rebate	
Dealer Paid F.E.T. * 0.00	Local Taxes 0.00	Total Used Vehicle Allowance * 0.00	
License, Transfer, Title, Registration Fee 163.00	Documentary Fee 164.00	Less Total Balance Owed 0.00	
Total Cash Delivered Price 127,669.00	Total Down Payment 0.00	Total Net Allowance on Used Vehicle(s) 0.00	
Unpaid Cash Balance Due on Delivery 127,669.00	Unpaid Cash Balance Due on Delivery 127,669.00	Deposit or Credit Balance 0.00	
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW.		Cash with Order 0.00	
The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Customer by the government, and is not required to be charged by the Dealer to the Customer.		*See Trade-In details on page 4	
*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER		Customer's Signature Date David Mueller 04-26-2022	
NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.		OFFER RECEIVED BY: <u>SALES REPRESENTATIVE</u> Date	
IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.		OFFER ACCEPTED BY: <u>AUTHORIZED REPRESENTATIVE</u> Date	
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.			



Rush Truck Center, Springfield

3441 Gatlin Dr
Springfield, IL 62707
(217) 523-5631

rushtruckcenters.com

Retail Sales Order

1. Parties to Order; Definitions. As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. Reappraisal of Trade-In Vehicle. If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title. Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

5. Delay or Failure in Delivery; Limitation of Dealer Liability. Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. Liability for Taxes. The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. Customer's Deposit. Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. Risk of Loss; Insurance. Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. Governing Law; Venue; Time to Commence Action. Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. Limitation of Damages. Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. Fees and Expenses of Actions. In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. Execution and Delivery by Electronic Transmission. If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. Waiver; Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. No Broker; Manufacturer Incentives. If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

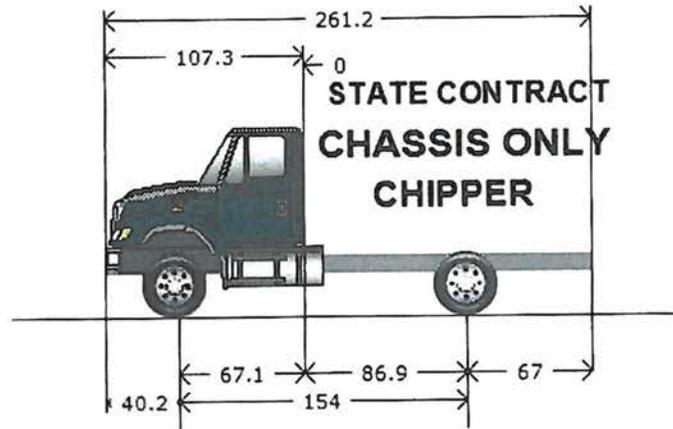
15. Communication Consent. Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial _____

Prepared For:
 VILLAGE OF BARTLETT
 MIKE WARMUS
 1150 Bittersweet Dr.
 Bartlett, IL 60103-8807
 (630)837 - 0811
 Reference ID: ST. CON CHIPPER

Presented By:
 RUSH TRK CTR OF N IL
 David R Mueller
 4655 S CENTRAL AVE.
 CHICAGO IL 606381547
 708-295-5800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2024 HV607 SBA (HV607)

AXLE CONFIG:	4X2
MISSION:	Requested GVWR: 39000. Calc. GVWR: 33000. Calc. GCWR: 55000
DIMENSION:	Wheelbase: 154.00, CA: 86.90, Axle to Frame: 67.00
ENGINE, DIESEL:	{Cummins L9 260} EPA 2021, 260HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 260 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 6.43
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WL Location 1: 6800, Deep Tartan Blue (Prem) Chassis schematic N/A

Description

Base Chassis, Model HV607 SBA with 154.00 Wheelbase, 86.90 CA, and 67.00 Axle to Frame.

AXLE CONFIGURATION {Navistar} 4x2

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline

WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity

SPRINGS, FRONT AUXILIARY Rubber

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-IP} with Heater

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqiN

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqiN Spring Brake

SLACK ADJUSTERS, FRONT {Gunitite} Automatic

SLACK ADJUSTERS, REAR {Gunitite} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail

BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR {Sheppard M100} Power

DRIVELINE SYSTEM {Dana Spicer} SPL140, for 4x2/6x2

AFTERTREATMENT COVER Aluminum

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

TAIL PIPE (1) Turnback Type

EXHAUST HEIGHT 10'

Description

MUFFLER/TAIL PIPE GUARD (1) Aluminum

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

ALTERNATOR {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA for Increased Roof Clearance Applications

RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input

HORN, ELECTRIC Disc Style

JUMP START STUD Remote Mounted

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

PAINT CLASS Premium Color

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

Description

CUSTOMER IDENTITY for Sourcewell

PROMOTIONAL PACKAGE Government Silver Package

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

ENGINE, DIESEL {Cummins L9 260} EPA 2021, 260HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 260 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 Sqn, with 1167 Sqn Charge Air Cooler

AIR CLEANER Dual Element

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)

CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION DIPSTICK Relocated to Right Side of Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

TRANSMISSION TCM LOCATION Located Inside Cab

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

AXLE, REAR, SINGLE {Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 6.43

SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

FUEL TANK STRAPS Bright Finish Stainless Steel

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab

DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab

Description

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

GRAB HANDLE, CAB INTERIOR (2) Safety Yellow

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar

MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Bright, Heated, 7.5" Sq.

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7" x 14.5", Includes 8" x 6" Convex Mirrors, for 96" Load Width

SEAT BELT All Orange; 1 to 3

CAB INTERIOR TRIM Classic, for Day Cab

ARM REST, RIGHT, DRIVER SEAT

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors

INSTRUMENT PANEL Flat Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Maxion 90541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint

WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels

(2) TIRE, FRONT 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position

(4) TIRE, REAR 11R22.5 Load Range G FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive

Cab schematic 100WL

Location 1: 6800, Deep Tartan Blue (Prem)

Chassis schematic N/A

Services Section:

Description

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Body/Allied Equipment

Description

Goods Purchased

Description

SWAP REAR TIRES TO HANKOOK DM04

(US DOLLAR)

Description

Price

Net Sales Price:

\$83,559.00

ABOVE FIGURE IS FOR A CHASSIS ONLY (no body or mounted equipment)

ABOVE FIGURE WAS CALCULATED USING STATE CONTRACT # 19416CMS BOSS4-P-8607

ABOVE FIGURE IS GOOD THROUGH 06/02/2022

ABOVE FIGURES DO NOT INCLUDE ANY FUTURE/POTENTIAL INCREASES FOR THE FOLLOWING:
EMISSION SURCAHRGES, FREIGHT / DESTINATION FEES and RAW MATERIAL OR COMMODITY
SURCHARGES

Approved by Seller:

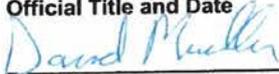
Accepted by Purchaser:

SALES REPRESENTATIVE 04-26-2022

VILLAGE OF BARTLETT

Official Title and Date

Firm or Business Name



Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating
and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which
are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and
conditions.



1051 W 7th Street
 Monroe, WI 53566
 Sales Rep: Steve Szymczak
 Ph: (312) 257-7499
 www.MonroeTruck.com

J.O. #
 Quotation ID: 9TRR002554
 Date: 4/20/2022
 Valid thru: 5/20/2022
 Terms: NET 30
 Quoted by: Tim Reynolds
 Ph/Fax: 608-329-8383 / 608-329-8521

Quoted to:

BARTLETT, VILL OF (ATTN:)
 1150 BITTERSWEET DR
 BARTLETT, IL 60103
 Ph: 630-837-0811 / Fax: 630-837-9043
 Email:

Chassis Information

Year: 2023	Make: INTERNATIONAL	Model: HV SERIES	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: 85.0	CT: -1.0	Engine: DIESEL	F.O. Number #:
	Wheelbase: 152.0			Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
<ul style="list-style-type: none"> CHIP BOX WITH CUTOUT- 12' X 60"L X 96"W - CURBSIDE INTERIOR LADDER BOX WITH PRUNER SHELF - LOCKING REAR DOOR; 30" H SWING TO SIDE TAILGATE - UPPER RADIUS PANEL VENTS - 5" H LONG SILLS - COAL TAR INTERIOR OF CHIP BOX - UNDERCOATED UNDERSIDE OF CHIP BOX - MUD FLAPS W/ ARBORTECH LOGO - LED LIGHT PACKAGE - "L"-SHAPPED TOOL BOX - 48"W X 51"H X 96"D * (2) ADJUSTABLE SHELVES * (8) SWIVEL ROPE HOOKS * LOCKING DOORS WITH DOOR SEAL AND SECURITY RODS - 4-HEAD AMBER STROBE SYSTEM: (2) LED LIGHTS IN FRONT & REAR - SUBFRAME MOUNTED HOIST WITH NO HYDRAULICS - DIRECT MOUNT HYD KIT, MANUAL LEVER FOR HOIST, RESERVOIR AND VALVE - HOT SHIFT PTO - RUBBER WHEEL CHOCK & BRACKET ASSEMBLY (2) - PAINT SINGLE STAGE COLOR APPROVED BY CUSTOMER - RECESSED STOP/TURN/ TAIL AND BACKUP LIGHTS WITH SEALED WIRING HARNESS AND JUNCTION BOX - BODY PROP - INSTALLED - RUBBER REAR FLAPS - PAINTED ONE COLOR 	
<ul style="list-style-type: none"> PINTLE MOUNT - 3/4" PLATE WITH 1" D-RINGS (NO HITCH) - 20 TON PINTLE HOOK (BOLT ON) - 7 WAY RV STYLE TRAILER PLUG - BACK UP ALARM - ELECTRIC BRAKE CONTROL 	
Quote Total:	\$44,110.00

**** Due to current Market Conditions, if the Chassis will not be on-ground at Monroe Truck Equipment within 240 calendar days of order date, we will require a minimum 50% down payment before the 210th day. If you are not able to provide a down payment, your Municipality could be subject to a Minimum of 3% - 5% price increase on bid price at time of invoice!**

Signed: _____
 Order Date: _____
 Down Payment Due Date: _____



Additional Options:

Description	Amount	Add to quote? Yes / No
SPLASH GUARDS: STEEL - IN FRONT OF REAR WHEELS	\$842.00	

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			
Customer Signature:				Date of Acceptance:	





Agenda Item Executive Summary

Item Name Class C Extended Liquor License Request Committee
Sonia 2 Inc.- 32818C DBA 7-Eleven or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached for your consideration is a Liquor License application submitted by Sonia 2 Inc.- 32818C DBA 7-Eleven.

7-Eleven is applying for a Class C Extended Liquor License which allows for the retail sale of alcoholic liquor from 8:00 a.m. to 12:00 a.m. (midnight) Sunday through Thursday and 8:00 a.m. to 1:00 a.m. Friday and Saturday.

ATTACHMENTS (PLEASE LIST)

Staff Memo Dated 05/10/2022
Class C Ext. Liquor License Application
Proof of Insurance
Surety Bond
Incorporation Information
Basset Training Certificate
Special Use Ordinance
Lease
Letter from Police Department

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class C Ext. Liquor License application submitted by Sonia 2 Inc.- 32818C DBA 7-Eleven.

Staff: Samuel Hughes
 Sr. Management Analyst

Date: 05/10/2022

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Sr. Management Analyst
Date: May 10, 2022
Re: Class C Extended Liquor License Request Sonia 2 Inc.- 32818C
DBA 7-Eleven

Attached for your consideration is the liquor license application submitted by Sonia 2 Inc.- 32818C DBA 7-Eleven 1500 S. Route 59, Bartlett, Il 60103.

Seven Eleven is requesting a Class C Extended License. The Class C Extended allows for the retail sale of alcoholic liquor for purchase from 8:00 a.m. to 12:00 a.m. (midnight) Sunday through Thursday and from 8:00 a.m. to 1:00 a.m. Friday and Saturday.

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

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

Motion

I move to approve the Class C Extended Liquor License application submitted by Sonia 2 Inc.- 32818C DBA 7-Eleven

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



LIQUOR LICENSE APPLICATION

Date: 09/25/2021

Class of License: CLASS C EXT

License Fee: _____

1. Business Name: 7-11 SONIA 2 INC. - 32818C
2. Business Address: 1500 S ROUTE 59 BARTLETT IL 60103
3. Telephone Number: 847-809-8827
4. Contact Name: MANOJ SOLANKI
5. Email Address: Solanki1711@yahoo.com
6. Registered Corporate Name: SONIA 2 INC
7. Date of Incorporation: MARCH, 2004 State of Incorporation: ILL
8. Retailer Occupational/Sales Tax Number: [REDACTED]
9. State principal kind of business: _____
10. Description of premises or portion thereof sought to be licensed:

11. Does applicant seek a License to sell Liquor on the premises as a restaurant: NO

If so, are premises:

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

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

What is the seating capacity of the restaurant: _____

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: _____

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: X

If so, give:

Name and Address of Lessor:

James Levine

Bannockburn IL 60015

Period covered by lease:

From: February 1999 To: Nov 2025

Attach copy of signed lease

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

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

If so,

Type of license: _____

Address of license: _____

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

18. Is the applicant engaged in the manufacture of alcoholic liquors? NO
If so, at what location: _____

19. Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors? NO
If so, at what location: _____

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

If so, give,
Name: _____
Date of the offense: _____
Nature of the Offense: _____
Disposition of said conviction: _____

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

If so, give,
Name: _____
Date of the offense: _____
Disposition of said conviction: _____

22. Please complete the appropriate section for your business

1. Corporation:

a. List name and address of each Director

Name	Address
<u>MANOJ H SOLANKI</u>	<u>[REDACTED] HOFFMAN EST IL 60169</u>
_____	_____
_____	_____
_____	_____

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

Name & Title	Address	Title
<u>MANOJ H SOLANKI</u> <u>OWNER</u>	<u>[REDACTED] HOFFMAN EST IL 60169</u>	<u>President</u> <u>AS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

c. List the total number of issued shares of common stock of the corporation 100 Yes
List the name and address of each shareholder and number of shares owned

Name	Address	#Shares
<u>MANOJ H SOLANKI</u>	<u>[REDACTED] HOFFMAN EST IL 60169</u>	<u>100%</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

d. Attach a copy of the Articles of Incorporation

*

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

2. Limited Liability Company (LLC)

a. List name and address of all managers:

Name

Address

AS

~~ALPA M SOLANKI~~

[Redacted Address]

~~SPRINDEET M SOLANKI~~

[Redacted 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
<u>NONE</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Name	Address	Percent Owned
<u>NONE</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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? NONE

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: MANOJ H. SOLANKI

Residence Address: [REDACTED] HOFFMAN EST IL 60169
Authority conferred upon the Liquor Manager by the Corporation with relation to the operation or management of the business for which this license is sought?

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

If so,

Where: _____ When: _____

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

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

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

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

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

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

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

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

AFFIDAVIT

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

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

Mandy Solanki _____ President*
Signature

Signature Secretary

Subscribed and sworn to by Mandy Solanki
before me this 22nd day of November 2020

[Signature]
Notary Public



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

STATEMENT OF LIQUOR MANAGER

1. Business Name: 7-11 Sonia 2 INC.
Business Address: 1500 S ROUTE 59 BARTLETT IL 60103
2. Name of Liquor Manager: MANGI H SOLANKI
Residence Address: [REDACTED] HOFFMAN EST IL 60169
How long have you resided at this residence: 23 Years
(If less than one year, list previous residence address)
Date of Birth: [REDACTED] Place of Birth: GUJARAT/INDIA
Social Security Number: [REDACTED]
Driver's License Number: [REDACTED] State: IL
Telephone Numbers:
Home: [REDACTED]
Business: 847-809-8827
Email Address: [REDACTED]

3. Have you been fingerprinted for the purpose of this application: NO
If so,
Where: _____
When: _____

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

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

If so, give,

Nature of offense: _____

Disposition of said conviction: _____

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

If so, give,

Date: _____

Disposition of said conviction: _____

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

If so,

State particulars: _____

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

If so, give,

Date: _____

Reason for revocation: _____

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

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

Name: _____

Date of appointment: _____

11. List employer for past five year:

Name: 7-11 SONIA ZINC

Address: _____

Manager's name: _____

Employment type: _____

12. List all prior experience that you have in managing the sale of alcoholic liquor and/or in conducting any business which is similar in nature to the business which you will be engaged in pursuant to the application:

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: _____

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

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

AFFIDAVIT

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

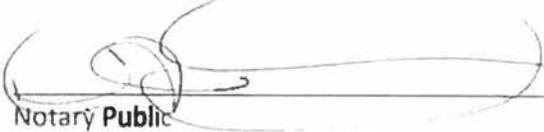
The undersigned swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws of the State of Illinois or the Laws of the State of Illinois or the Laws of the United States of America,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

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



Signature of Manager or Agent

Subscribed and sworn to by Mandy Solanki
before me this 22 day of November, 2022



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, MANOJ H SOLANKI 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.

Manoj Solanki
Signature of Applicant

Subscribed and sworn to by Manoj Solanki
before me this 22 day of November, 2022

[Signature]
Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2022

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

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

PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office 5005 LBJ Freeway, Suite 1400 Dallas TX 75244	CONTACT NAME: Renee Leffall PHONE (A/C, Ng, Ext): (847) 629-4711 E-MAIL ADDRESS: support.7eleven@aondigital.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE Property & Casualty Insurance Company (SCI) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

INSURED
 SONIA 2, INC
 1500 HWY 59
 BARTLETT, IL, 60103

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	D94402037	10/11/2021	10/11/2022	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/>	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

The village, its local liquor commissioner, president and board of trustees, all of it's elected or appointed officials, employees and any volunteer while acting on behalf of the village and the licensee are named as additional insured's.

CERTIFICATE HOLDER

CANCELLATION

Village of Bartlett
228 S Main St
Bartlett, IL, 60103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.	NAMED INSURED SONIA 2, INC 1500 HWY 59 BARTLETT, IL, 60103
POLICY NUMBER See Acord 25	EFFECTIVE DATE:
CARRIER See Acord 25	NAIC CODE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER :	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	Crime Liability			D94402037	10/11/2021	10/11/2022	Inside the 10,000 Outside the 10,000
A	Liquor Liability	x	x	D94402037	10/11/2021	10/11/2022	Each Common Cause 1,000,000 Aggregate 2,000,000

LICENSE AND PERMIT BOND

State Farm



STATE FARM FIRE AND CASUALTY COMPANY

BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS, That we, SONIA 2 INC

of BARTLETT, IL as Principal, and STATE FARM FIRE AND CASUALTY COMPANY, a corporation organized under the laws of the State of Illinois, having its principal office in the city of Bloomington, Illinois, as Surety, are held and firmly bound unto VILLAGE OF BARTLETT

in the full and aggregate sum of TWO THOUSAND DOLLARS ONLY Dollars (\$2000.00) lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the said Principal has been granted a LIQUOR LICENSE

for a term beginning 04/25/2022 and ending 04/25/2023

NOW, THEREFORE, if the above Principal shall indemnify and save harmless the Obligee, against loss by reason of said Principal's breach of any ordinance, rule or regulation relating to the above described license or permit, then this obligation shall be null and void, otherwise to remain in full force and effect.

Provided, that if the Surety shall so elect, this bond may be cancelled by giving thirty (30) days notice in writing to the said Obligee and this bond shall be deemed cancelled at the expiration of said thirty (30) days; but said Surety so filing said notice shall not be discharged from any liability already incurred under this bond or which shall accrue hereunder before the expiration of said thirty (30) day period.

This bond may be continued from year to year by means of a continuation certificate.

Signed, sealed and dated this 25th day of APRIL, 2022.

Manoj Solanki
Principal

By: MANOJ SOLANKI

STATE FARM FIRE AND CASUALTY COMPANY

By: Jimir Patel
Attorney-in-fact





POWER OF ATTORNEY
STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: TIMIR PATEL of GLENDALE HTS, IL its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:
\$ 2,500 - License, Permit or Indemnity - Financial Guarantee
\$25,000 - License & Permit - Code Compliance
\$25,000 - Public Official
\$100,000 - Administrator, Executor, or Trustee of a decedent's estate
\$50,000 - Guardian, Conservator, or Committee
\$25,000 - Receiver
\$ 2,500 - Judicial

THIS POWER OF ATTORNEY IS NOT VALID FOR THE EXECUTION OF ANY CONTRACT (CONSTRUCTION OR SUPPLY) BOND - BID, PERFORMANCE OR PAYMENT.

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 25th day of February, 2021, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

WHEREAS, the Board desires to delegate the authority to appoint persons as Attorneys-in-Fact for certain bonds, undertakings, or other writings obligatory in the nature of a bond.

RESOLVED, that any Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, or other writings obligatory in the nature of a bond, which the Company might execute through its officers. Any said execution of such documents by an Attorney-in Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by he regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Officer, and its Corporate Seal to be affixed this 25th day of February, 2021.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2025, UNLESS SOONER REVOKED AS PROVIDED.



STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 25th day of February, 2021, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.



Suzanne M. Robertson
Notary Public
My commission expires March 12, 2025

CERTIFICATE

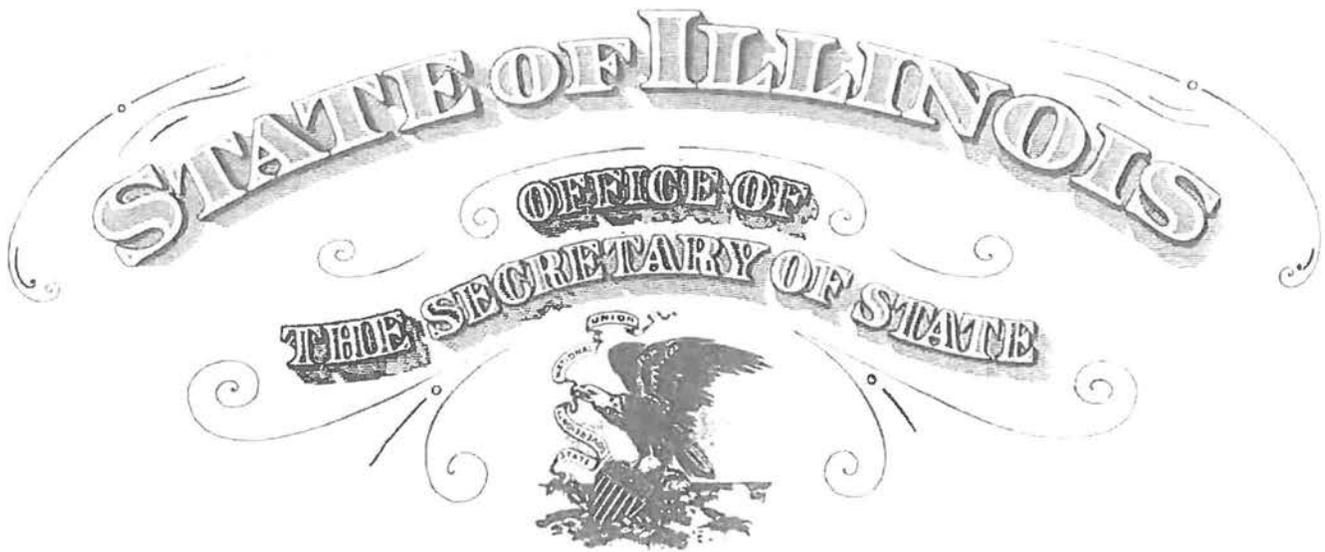
I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 25th day of APRIL, 2022



Julia Klinzing - Assistant Secretary Treasurer

If you have a question concerning the validity of this Power of Attorney, call 309-766-2090.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

SONIA 2 INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 04, 2003, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 22ND day of OCTOBER A.D. 2021 .

Jesse White

SECRETARY OF STATE

Certificate Completion

MANOJ SOLANKI

HAS SUCCESSFULLY COMPLETED

Age Restricted Sales - Illinois

Monday, October 11, 2021



State of Illinois BASSET License #5A-1133112

Certificate Completion

State of Illinois Department of Transportation

JASHUMATI patel

HAS SUCCESSFULLY COMPLETED

Age Restricted Sales (Illinois)

State of Illinois Department of Transportation

Monday, January 14, 2019



State of Illinois BASSET License #5A-1133112

Certificate Completion

Pragna Solanki

pragna solanki

HAS SUCCESSFULLY COMPLETED

Age Restricted Sales (Illinois)

1 2 1 2

Thursday, January 17, 2019



State of Illinois BASSET License #5A-1133112

Certificate Completion

[Faint, illegible text]

vinubhai patel

HAS SUCCESSFULLY COMPLETED

Age Restricted Sales (Illinois)

[Faint, illegible text]

Tuesday, January 15, 2019



State of Illinois BASSET License #5A-1133112

Certificate Completion

Thank you for your participation!

ANTONY THOBIAS

HAS SUCCESSFULLY COMPLETED

Age Restricted Sales (Illinois)

on **Monday, January 14, 2019**

Monday, January 14, 2019



State of Illinois BASSSET License #5A-1133112

Certificate of Completion

This acknowledges that

akash patel

HAS SUCCESSFULLY COMPLETED

Age Restricted Sales (Illinois)

the following course:

Thursday, July 19, 2018



State of Illinois BASSET License #5A-1133112

ORDINANCE 2021-82

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR 1500 S. ROUTE 59

WHEREAS, JRL Bartlett, LLC. is the owner of 1500 S. Route 59, Bartlett, Illinois, zoned PD (Planned Development District), located at the southwest corner of S. Route 59 and Schick Rd. in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the "Subject Property"; and

WHEREAS, Manoj Solanki (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, JRL Bartlett, LLC. has consented to the Petition of Manoj Solanki; 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 August 12, 2021 (Case #2021-07) 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 at the particular location requested is necessary or 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 Extended liquor license by the Village of Bartlett corporate authorities, and the issuance of the newly created Class C Extended 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 Manoj Solanki 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 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 Class C Extended liquor license classification.

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

NAYS: None

ABSENT: None

PASSED: September 7, 2021

APPROVED: September 7, 2021



Kevin Wallace, Village President

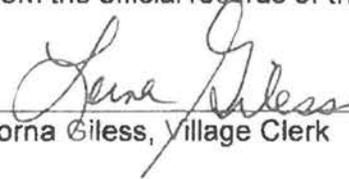
ATTEST:



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 2021-82 enacted on September 7, 2021 and approved on September 7, 2021 as the same appears from the official records of the Village of Bartlett.



Lorna Giles, Village Clerk



Legal Description of the Property

THAT PART OF LOT 6 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT THE SOUTHEAST CORNER OF SCHICK ROAD AS DEDICATED PER DOCUMENT NO. R89-145749 (SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 59 AS ESTABLISHED JUNE 12, 1931 AS DOCUMENT NO. 313646); THENCE NORTH 35 DEGREES 49 MINUTES 27 SECONDS WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID SCHICK ROAD, 38.57 FEET TO A POINT ON A NON-TANGENT CURVE (RECORD NORTH 35 DEGREES 47 MINUTES 35 SECONDS WEST, 38.53 FEET); THENCE CONTINUING ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID SCHICK ROAD ALONG A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 570.87 FEET, A CHORD BEARING NORTH 82 DEGREES 06 MINUTES 55 SECONDS WEST, 194.42 FEET; THENCE SOUTH 20 DEGREES 21 MINUTES 14 SECONDS WEST, 208.18 FEET; THENCE SOUTH 69 DEGREES 38 MINUTES 48 SECONDS EAST, 214.00 FEET TO THE WESTERLY RIGHT OF WAY OF ILLINOIS STATE ROUTE 59 AS MONUMENTED PER DOCUMENT R94-044792 RECORDED FEBRUARY 22, 1994; THE FOLLOWING TWO (2) CALLS BEING ON THE WESTERLY RIGHT OF WAY OF ILLINOIS STATE ROUTE 59 PER DOCUMENT R94-044792; THENCE NORTH 20 DEGREES 21 MINUTES 14 SECONDS EAST, 7.92 FEET TO THE WESTERLY RIGHT OF WAY OF ILLINOIS STATE ROUTE 59 PER DOCUMENT NO. 313646 AND WESTERLY RIGHT OF WAY OF ILLINOIS STATE ROUTE 59 PER DOCUMENT NO. 313646 AND R94-044792; THENCE NORTH 20 DEGREES 21 MINUTES 14 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY, 212.67 FEET TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

EXHIBIT A

STORE

YOU ACCEPT THE STORE AS IS IN ITS CONDITION ON THE DATE OF THIS EXHIBIT, EXCEPT AS SPECIFICALLY NOTED ON THIS EXHIBIT

This Exhibit is based on the information we have on the date of this Agreement. It is accurate to the best of our knowledge and belief. If you request, we agree to make a complete copy of any master lease or any documents recorded against the Store available to you. If you have any questions about this Exhibit or you would like a more complete explanation of any item, please contact the Market Manager.

Store and Adjoining Property Lease Information:

7-ELEVEN Store No. 1912 - 32818C

Street 1500 S. Route 59
Bartlett IL 60103-1704
 City State Zip

- Plot Plan and Legal Description Attached
- Owned by us
- Leased by us

The term of our lease covering the real estate for the Store that is in effect on the Effective Date is scheduled to end on September 30 2025, but the lease may end earlier. We have 3 option(s) to extend the lease, for a term of 5 years for each option. We have no obligation to renew or exercise any option to extend the lease. The Term of this Agreement will end on the Expiration Date.

Special Charges:

Common Area (including landscaped areas): If we lease the Store, the master lease or declarations or other documents recorded against the Store, may impose common area maintenance charges or other charges for which you will be responsible; provided that such charges must have been provided for by the terms of the initial master lease or the terms of any options that existed at the time of the initial master lease. Please consult the master lease or recorded documents for a complete description of any such charges that will be assessed against the Store.

Other (for example, maintenance, required services, co-operative Advertising, rent taxes):

Special Operating Provisions:

We have disclosed information on this Exhibit to the best of our knowledge but the master lease, if any, or any declarations or other documents of record against the Store, or any state or local ordinances, permits, etc., may result in charges or operating restrictions involving the Store that are not listed on this Exhibit. You should refer to any master lease for the Store, documents recorded against the Store and local laws to determine the extent of any of these restrictions.

FRANCHISEE

Sonia 2, Inc.

By Manoj Solanki
President / Secretary / Treasurer
Manoj H. Solanki

Date 09/12/2018

By _____

Date _____

By _____

Date _____

By _____

Date _____

7-ELEVEN, INC.

By Dewari Hudson
Assistant Secretary/Franchise Sales Rep
Dewari Hudson

Date 12 8 2018

petroleum products, financial and banking services (including automatic teller machines), amusement games, greeting cards, automotive products, donuts and other types of pastry products, cigarettes, magazines, livery, pay telephones and related equipment, and sundries or any other lawful purpose.

7. **UTILITIES.** Tenant agrees to pay all charges for gas, electricity, telephone, sewer, water and any other utilities used by Tenant on the Premises. Tenant will be responsible for assuring that all billing statements for all utilities will be mailed directly to Tenant for payment. In the event Landlord receives utility billing statements, Landlord shall immediately forward same to Tenant for payment. Landlord shall, at its expense, bring all utility lines necessary for Tenant's business to the lot line of the Premises.

8. **TAXES.** Tenant agrees to pay all taxes levied upon its personal property, including trade fixtures and inventory, located on the Premises. Tenant shall reimburse Landlord for all taxes and assessments levied against the Premises during the Term and the Extended Term after presentation to Tenant by Landlord of tax statements and receipts evidencing payment thereof from the taxing jurisdiction(s) in which the Premises are located. If an assessment that is payable in periodic installments is levied on the Premises, Tenant shall (i) pay only those installments that are attributable to the Term, and (ii) be responsible to reimburse Landlord only for those periodic installments which would have been owed had Landlord elected the maximum time period permitted for payout of the installments. Tenant shall not be responsible for any assessments that are pending, levied, assessed, imposed or due on the Premises prior to the commencement of the Term. Taxes for the first and final year of the Term, and the final Extended Term, if applicable, shall be prorated between Landlord and Tenant based on the commencement and expiration of the Term or Extended Term. Tenant shall pay only the lowest discounted amount and will not be required to pay any penalty, interest or cost resulting from Landlord's failure to pay such taxes and/or the delinquent payment of such taxes by Landlord.

All tax statements submitted by Landlord hereunder shall be sent to Tenant's office at the address herein provided for in Section 31 below, to the attention of Tenant's Ad Valorem Tax Department.

~~Tenant will not be liable for, and Landlord will forever forfeit all rights to recover, such taxes and assessments if presentation of statements and corresponding receipts evidencing payment thereof are not made to Tenant in the manner set forth above within six (6) months after the applicable date of delinquency.~~

Landlord ~~may~~ direct the taxing jurisdiction(s) to send tax statement(s) directly to Tenant. Landlord shall immediately notify Tenant when it has so directed such taxing jurisdiction(s).

Landlord further agrees that Tenant, in the name of Landlord but at Tenant's sole expense, may contest any taxes before any taxing jurisdiction or maintain any necessary legal action in reference to the taxes or for the recovery of any taxes paid. Landlord agrees to execute any documents reasonably required by Tenant in connection with any such contest. Landlord agrees to provide Tenant with copies of all notices concerning the tax status of the Premises.
See Rider Article 8.

9. **MAINTENANCE.** Tenant agrees to keep up the Improvements at any time located on the Premises in good repair, casualty damage and reasonable wear and tear excepted.

See Rider Article 9.

10. **ALTERATIONS.** Tenant may make such alterations or additions to the Improvements at any time on the Premises as Tenant may desire. Such alterations or additions will be made in a good worksmalike manner without cost to Landlord, and shall be free and clear of mechanics' and materialmen's liens provided that if any such lien is filed, Tenant shall either promptly bond or discharge the same or it may contest the same in good faith. ~~After construction of the improvements, Tenant shall not make any structural changes involving weight bearing walls without obtaining Landlord's prior written consent, which shall not be unreasonably withheld.~~

11. **TRADE AND OTHER FIXTURES.** Subject to the approval of local governing authorities and the acquisition of any required permits, Tenant may install or cause to be installed at its expense such equipment and trade and other fixtures as are reasonably necessary for the operation of its business (the "Fixtures"). The Fixtures may include, without limitation, all heating, ventilating and air conditioning equipment (the "HVAC"), walk-in vault(s), public pay telephones, a self-service motor fuels facility (including, but not limited to, pump islands, underground storage tanks, canopies and air-vac units), exterior lighting, a satellite dish and/or similar communications equipment and Tenant's typical exterior imaging, signs, banners and other advertising displays, including Tenant's fascia and pole signs.

~~The Fixtures may be installed prior to acceptance of the Premises.~~ All Fixtures, whenever installed shall remain personal property, and title thereto shall continue in the owner thereof, regardless of the manner in which they may be attached or affixed. Tenant, at Tenant's expense, may at any time during the Term, and shall at the expiration of the Term, or Extended Term, except the HVAC if Landlord elects to purchase it as may be herein provided, remove the Fixtures and shall repair any damage caused by such removal. ~~which shall become the Landlord's~~

In the event the Fixtures are subject to a lien or title retention instrument, the holder of any such lien or title retention instrument shall have the right and be able to enforce the same as stated therein and Landlord waives any rights to the contrary.

~~Upon termination or expiration of this Lease, if Landlord is not then in default of any terms hereof, Landlord shall have and is hereby granted the right and option to purchase, without any warranty, the HVAC, if any, at Tenant's then existing~~

~~book value. Landlord shall exercise such option by giving notice thereof at least thirty (30) days prior to such expiration or termination. If notice is not so given or, if given, such amount is not paid to Tenant in certified funds on or before the date of expiration or termination, the option granted herein shall lapse. Nothing herein shall be deemed to require Tenant to provide such amount for Landlord's purchase.~~

12. **PERMITS/LICENSES.** Landlord hereby grants to Tenant the right to apply for and obtain, in Landlord's name or otherwise, any permits or licenses required by applicable governmental authorities necessary or desirable for Tenant to construct and perform maintenance, remodeling, alterations and repairs at the Premises, or to otherwise use the Premises in accordance with the terms and conditions of this Lease and Landlord agrees to execute any documents reasonably requested by Tenant in connection therewith.

13. **CASUALTY DAMAGE.** If, in the opinion of Tenant, the Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty or peril insured against in a standard fire and extended coverage insurance policy (such a casualty or peril being hereinafter referred to as an insured casualty or peril), Tenant, ~~at its option may promptly and diligently restore the Premises to the condition existing prior to the occurrence of the insured casualty or peril or may terminate and turn over to Landlord the insurance proceeds as a result thereof and cancel and terminate this Lease.~~ ^{shall} If, ~~in the opinion of Tenant,~~ the Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty or peril other than an insured casualty or peril, Tenant may either restore the Premises to the condition existing prior to the occurrence of the casualty or peril at its expense, or Tenant may terminate this Lease effective as of the date of the occurrence of the casualty or peril. If, in the opinion of Tenant, the Premises are not thereby rendered substantially unfit for the occupancy or use herein contemplated, Tenant shall promptly and diligently restore the Premises at Tenant's expense to the condition existing prior to the occurrence of the casualty or peril. ~~Since Tenant has agreed, in the event of damage caused by an insured casualty or peril, to either restore the Premises or turn over insurance proceeds to Landlord, and since Tenant has numerous other properties as to which it is self-insured, it is agreed that Tenant may be a self-insurer as to the Premises with such self-insurance covering the same casualties and perils which would be insured against in a standard fire and extended coverage insurance policy; provided that on the written request of Landlord, Tenant shall procure and maintain fire and extended coverage insurance on the building situated on the Premises with a limit of at least 80% of its insurable value and naming Landlord as a loss payee on its interest may expense.~~ ^{See Rider Article 13.} If the Premises are rendered substantially unfit for the term or last two years of any Extended Term hereinafter contemplated during the last two years for the term effective as of the date of the occurrence of the casualty, then

14. **LIABILITY INSURANCE.** Tenant agrees, at Tenant's expense, to maintain in force continuously throughout the Term, and any Extended Term, commercial general public liability insurance covering the Premises with combined single limit coverage of \$1,000,000 and shall, upon Landlord's written request, furnish Landlord a certificate from the insurer evidencing such coverage. ~~Notwithstanding the above, Tenant shall have the right to self-insure as to some or all of the risks covered by this Article.~~

See Rider Article 14, and Rider Article 3.

15. **INDEMNITY.** During the Term, and any Extended Term, Tenant shall indemnify and hold Landlord harmless from any claim, liability, loss, cost or obligation owed to or asserted by any third party, arising from any damage or injury caused by the use of the Premises by Tenant, its agents, employees or contractors, excepting in each case any such damages, injuries, claims, liabilities, losses, costs or obligations as shall result from conditions existing on the Premises prior to the commencement of the Term, acts or omissions of Landlord, its agents, employees or contractors or the failure of Landlord to perform its obligations under this Lease. Landlord agrees to indemnify and hold Tenant harmless from any liability, loss, cost or obligation arising from conditions existing on the Premises prior to the commencement of the Term, acts or omissions of Landlord, its agents, employees or contractors or the failure of Landlord to perform its obligations under this Lease. ^{tenant} Tenant's obligations under this Article 15 shall commence and be in force and effect on the date Tenant enters the Premises to conduct testing and investigations described in Article 23.

16. **GASOLINE.** If Tenant installs a motor fuels facility, Tenant shall, upon expiration or termination of this Lease, remove its motor fuels facility. Tenant agrees, at its expense, to comply with all requirements of the appropriate governmental authorities regarding conditions determined to have resulted from Tenant's operation of the motor fuels facility (the "Remedial Measures"). Landlord agrees to permit Tenant, its employees, agents, consultants and contractors to enter onto the Premises after the expiration or termination of this Lease to the extent necessary to satisfy Tenant's obligations under this Article. Upon conclusion of the Remedial Measures, to the extent affected by the performance of the Remedial Measures, Tenant shall restore the Premises to the condition substantially similar to that condition existing prior to the performance of the Remedial Measures including, but not limited to, the refilling of any excavation performed in the course of the Remedial Measures.

Landlord agrees that Tenant shall be entitled to any reimbursement or contribution from governmental authorities or any other third party for Remedial Measures (including site response testing, cleanup, monitoring, repairs or restoration activities) performed by Tenant, as currently permitted or as may be permitted in the future by applicable law, and Landlord agrees to execute all documents reasonably requested by Tenant in connection therewith.

See Rider Article 16.

17. **ASSIGNMENT OR SUBLEASE.** Tenant shall have the right to assign this Lease or sublease the whole or any part of the Premises. Any assignment or sublease shall be subject to all of the terms, covenants and conditions of this Lease and Tenant shall remain primarily liable for the payment of rent and the performance of the terms, covenants and conditions of this Lease.

See Rider Article 17.

18. **EMINENT DOMAIN.** If pursuant to the exercise of the right of condemnation or eminent domain (i) the Premises is taken or conveyed under threat of the exercising of such right, or (ii) only a portion of the Premises, is so taken or conveyed and Tenant determines that the remainder of the Premises is inadequate or unsatisfactory for its purposes, which determination shall not be arbitrarily or capriciously made, or (iii) Tenant's access to the Premises is reduced by such taking or conveyance and Tenant determines that its access to the Premises is inadequate or unsatisfactory for its purposes, which determination shall not be arbitrarily or capriciously made, ~~Tenant shall have the right to terminate this Lease, subject to Tenant's rights set forth below.~~ Such termination shall be effective on the date Tenant is required to give up its occupancy, use, or access, whichever is earlier. ~~The termination of this Lease as provided above shall not operate to deprive Tenant of the right, and Landlord expressly grants to Tenant the right, to make a claim for an award in condemnation, or participate in an award, for loss of business goodwill, relocation expenses, Tenant's leasehold interest and/or lease bonus value, loss or damage to fixtures and improvements made by Tenant to the Premises, the value of Tenant's unexpired options to extend the Term, or any other claims that Tenant is permitted or elects to make, or to receive notices and participate in the condemnation proceedings, including any settlement negotiations, whether conducted prior to or after the filing of a condemnation proceeding.~~

If this Lease is not terminated as provided herein, Landlord and Tenant shall agree upon an equitable reduction in the rent. If the parties fail to agree upon such reduction within sixty (60) days from the date Tenant is required to give up such occupancy, use or access, whichever is earlier, Landlord and Tenant shall each choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator. The decision of any two of the arbitrators concerning the rent reduction, if any, shall be binding on Landlord and Tenant and any expense of the arbitration shall be divided equally between Landlord and Tenant. Any such reduction in rent shall not constitute an election of remedies by Tenant nor deprive Tenant of the right to make a claim for an award in condemnation as set forth above or receive notices and participate in the condemnation proceedings, including any settlement negotiations. *Tenant shall have the right to terminate this Lease or ** by operation of law

19. **ATTORNEYS' FEES.** If suit is brought to enforce any terms, covenants or conditions of this Lease, the parties agree that the losing party shall pay the prevailing party's reasonable attorneys' fees, including reasonable attorneys' fees incurred in enforcing a judgment, which shall be fixed by the court and court costs. As used herein, the term "prevailing party" shall mean the party, which has succeeded upon a significant issue in the litigation and achieved a material benefit with respect to the claims at issue, taken as a whole.

20. **DEFAULT.** If Tenant defaults in the payment of the monthly rent, Landlord shall promptly notify Tenant in writing. Should Tenant fail to cure such default within thirty (30) days after receipt of such notice, Landlord shall have the right to exercise one of the following options:

(a) Landlord may declare the forfeiture of this Lease by sending Tenant written notice thereof. Upon Tenant's receipt of such notice this Lease shall expire and terminate as fully and completely and with the same effect as if that date were fixed for the expiration of the Term or the Extended Term and all rights of Tenant, including occupancy of the Premises, shall expire and Tenant shall be relieved of all liability for any future rent or any other sums otherwise due from the date of such termination; or,

(b) Landlord may reenter and repossess the Premises, removing all persons therefrom without prejudice to any remedies for arrears of monthly rent or any other sums otherwise due, or breach of any other covenants hereunder. Landlord shall have a lien as security for such deficiency on the fixtures belonging to Tenant which remain on the Premises. Within a reasonable period of time following such reentry and repossession, Landlord shall relet the Premises for the account of Tenant on such terms and conditions and for such uses as Landlord may reasonably determine in an effort to mitigate Landlord's damages as a result of Tenant's default hereunder. Landlord shall collect and receive any rent or any other sums otherwise due which may be payable by reason of such reletting. Tenant shall be liable for and pay to Landlord all monthly rent or any other sums otherwise due up to and including the date of such reentry and repossession; and, thereafter, Tenant shall, until the end of what would otherwise have been the then current Term, be liable to Landlord for and shall pay to Landlord, all monthly rent or any other sums otherwise due less the net proceeds of any reletting as set forth herein, after deducting from such proceeds all of Landlord's reasonable expenses incurred in conjunction with such reletting. Tenant shall pay such monthly rent or any other sums otherwise due on the days on which they would be payable hereunder in the absence of Tenant's default.

If Tenant defaults in the performance of any of the terms, covenants and conditions of this Lease other than the payment of monthly rent, Landlord shall promptly notify Tenant in writing. If Tenant fails to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and Tenant fails to commence to cure within thirty (30) days after receipt of such notice and thereafter to diligently proceed to cure

such default, then in either such event Landlord may cure the default and Tenant shall promptly reimburse Landlord for any expenses incurred by Landlord, but any such default shall not cause the forfeiture of this Lease or of Tenant's right of possession.

If Landlord defaults in the performance of any of the terms, covenants and conditions of this Lease, Tenant shall promptly notify Landlord in writing. If Landlord fails to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and Landlord fails to commence to cure within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default then, in either such event Tenant, at its option, may, to the extent permitted by the law of the jurisdiction in which the Premises is located, (i) cure such default and setoff or deduct any expense so incurred from the rent or other amounts due, (ii) cancel and terminate this Lease and/or (iii) bring an action against Landlord, at law or in equity, arising out of such breach. Failure by Landlord to reimburse any overpayments by Tenant of rental or other charges, within twenty (20) days after receipt by Landlord of notice of such overpayment and documentation evidencing same, shall constitute a default by Landlord hereunder.

~~21. **RIGHT OF FIRST REFUSAL.** If Landlord receives a bona fide acceptable offer to purchase the Premises, Landlord grants Tenant an option to purchase the same upon the same terms and conditions; provided that the purchase price to Tenant shall be reduced by any real estate commissions or other expenses Landlord would have been obligated to pay pursuant to the bona fide acceptable offer but which Landlord shall not be obligated to pay upon a sale to Tenant. Immediately after the receipt of such offer, Landlord shall give Tenant written notice of the terms and conditions of the offer in the manner described in Article 31, enclosing a copy of the offer and enclosing copies of all information and documentation reasonably necessary to the consideration of such offer, and Tenant may exercise the option to purchase at any time within thirty (30) days after receipt of such notice and additional documentation. Landlord shall promptly provide Tenant with any other information reasonably requested by Tenant within such thirty (30) day period and Tenant shall have an additional ten (10) day period after its receipt of such additional information to exercise such option. If Tenant elects to exercise such option it shall do so by giving written notice to Landlord within such period or periods and a purchase contract shall be executed by the parties and title conveyed within a reasonable time thereafter. The failure of Tenant to exercise the option to purchase shall in no way release or relieve Landlord from Landlord's obligation to provide Tenant with notice of any future offers to purchase.~~

~~22. **OPTION TO PURCHASE.** Landlord agrees that Tenant shall have and is hereby granted an option to purchase the Premises together with the Improvements, at the expiration of the Term (or the then current Extended Term) for Dollars (\$). Tenant may exercise this option to purchase at any time within twenty (20) days prior to the expiration of the Term (or the then current Extended Term) by giving written notice to Landlord and a purchase contract shall be executed by the parties and title closed within a reasonable time thereafter. Title to the affected property shall be conveyed to Tenant by general warranty deed and will be free and clear of all liens. Should such reasonable time extend beyond said expiration, the Lease and all of its terms and conditions shall automatically be extended until closing.~~

~~Rent and taxes are to be apportioned to date of closing. Documentary stamps affixed to the warranty deed and other recording costs shall be shared equally by Landlord and Tenant. Any other closing costs and expenses, including the cost of the title insurance commitment and owner's policy, shall also be shared equally by Landlord and Tenant. Tenant shall not be required to subordinate its purchase option rights or right of first refusal to the lien of a mortgage or other security interest granted by Landlord to any third party.~~

23. **CONDITIONS PRECEDENT.** Tenant and Landlord shall promptly proceed to satisfy each of the following conditions precedent. In the event the following have not been fulfilled, or waived by Tenant on or before February 12, 1999, this Lease may be terminated by either party upon written notice to the other:

- (a) all permits and approvals required for the construction or installation of Tenant's standard self-service motor fuels facility (including but not limited to, pump islands, underground storage tanks and canopies) having been obtained by and at the expense of Tenant;
- (b) all permits and approvals required for the installation of Tenant's fascia signs on the Premises and its freestanding pole sign having been obtained by and at the expense of Tenant;
- (c) all permits, licenses and approvals, with conditions acceptable to Tenant, required for the sale or rental (as appropriate) of groceries, produce, meat, dairy, delicatessen, ready-to-eat and made to order food products for on or off-premise consumption, beer, wine and alcoholic products, financial and ticketing services, and sundries, having been obtained by and at the expense of Tenant;
- (d) all permits, licenses and approvals, with conditions acceptable to Tenant, required for twenty four (24) hour convenience store operation having been obtained by and at the expense of Tenant; and
- (e) ~~written agreement to the terms of Articles 26 and 27 of this Lease by any mortgagee of the Premises.~~
- (f) review and acceptance of title, survey and proposed easements and encumbrances as set forth in Article 25; and

(g) test borings, percolation and other soil and groundwater tests (including, but not limited to, testing for hydrocarbons, hazardous wastes, toxic pollutants and other contaminants) being obtained by Tenant as agent for Landlord, and at the expense of Tenant showing underground conditions satisfactory to Tenant and the appropriate governmental authorities. Landlord shall report any condition revealed by such tests to the extent required by applicable law, and Tenant shall have no responsibility or liabilities therefor. **

~~Should Tenant elect to appeal any adverse administrative ruling or initiate legal proceedings to satisfy any of the conditions precedent, the time period specified above, shall be extended for the period of time Tenant continues to pursue the satisfaction of same through such appeal or legal proceedings. Each party shall fully cooperate with the other in seeking such Court, approval and licenses, and in conducting such tests. **~~ (h) Easements for ingress/egress over those outlined in blue on Exhibit B-1, being obtained by and at the expense of Landlord.

24. **LANDLORD'S COVENANTS.** Landlord covenants that (i) it has good and marketable fee simple title to the Premises which is free of all leases, tenancies, agreements, encumbrances, liens, restrictions and defects in title affecting the rights granted Tenant in this Lease, (ii) there are no restrictive covenants, zoning or other ordinances or regulations applicable to the Premises which will prevent the Premises from being used as permitted in Article 6 above, and (iii) any underground storage tanks or facilities currently or previously located on or under the Premises have been or will be (prior to Tenant's acceptance of the Premises) properly removed and disposed of and that any contamination related thereto has been or will be (prior to Tenant's acceptance of the Premises) assessed and remedied according to applicable laws, rules, regulations and ordinances to the satisfaction of the appropriate governmental authorities. To the best of Landlord's knowledge, information and belief, the Premises is free from pollution or contamination by hydrocarbons, hazardous wastes, toxic pollutants and/or other contaminants. ^{as of the commencement date of the Term} ^{without inquiry}

25. **LEASEHOLD TITLE POLICY.** Within the time period provided for in Article 23 of this Lease, Tenant shall, at Tenant's expense, obtain through ^{Chicago} lawyers Title Insurance Corporation ("TIC") preliminary title information and extended coverage leasehold title insurance and a topographic survey (the "Survey") acceptable to TIC for such title insurance and a report by a surveyor acceptable to Tenant locating and describing the Premises, showing all boundaries and corners of the Premises properly and securely marked by pins, and certifying as to easements and encroachments. A preliminary title report or binder (the "Binder") shall be issued giving the current condition of title to the Premises, together with copies of all instruments necessary to fully explain the scope and effect of any matters listed as exceptions in the Binder whereby TIC is bound to issue to Tenant or its nominee, for an amount to be determined by Tenant, an A.L.T.A. Policy-Standard Form B 1970, or a comparable form, with extended coverage if such form is not approved in the state in which the Premises is located (herein the "Title Policy"). In the event the Binder or the Survey reflects any matters or conditions which Tenant reasonably determines will interfere with its intended development or use of the Premises, or the rights granted Tenant in this Lease, Tenant may terminate this Lease. ^{Tenant shall state its objections to such matters or conditions in receipt of such notice to have the objection stated. Should Landlord fail to satisfy Tenant as to title and/or survey matters then stated, Tenant shall have fifteen (15) days thereafter to advise Landlord of its intent to terminate this Lease.}

26. **QUIET ENJOYMENT.** Upon paying the rent and performing the terms, covenants and conditions of this Lease, Tenant shall quietly have, hold and enjoy exclusive possession of the Premises and all rights granted Tenant by this Lease.

27. **SUBORDINATION.** Tenant agrees that its leasehold interest hereunder is subordinate to any mortgages now on, or hereafter to be placed on, the Premises; provided, as a condition precedent to such subordination, Landlord agrees to take whatever action is necessary (including obtaining written documentation from its mortgagee) to ensure that each such mortgagee shall expressly covenant, or each such mortgage shall expressly provide, that so long as Tenant is not in default under this Lease, Tenant's quiet possession of the Premises shall remain undisturbed, on the terms, covenants and conditions stated herein, whether or not the mortgage is in default and notwithstanding any foreclosure or other action brought by the mortgagee. Landlord represents and warrants that there are no mortgages or similar encumbrances affecting the Premises except as shown on Exhibit C. Provided that Landlord complies with the requirements of this Article, Tenant agrees to comply with reasonable requests for execution of documentation to affect the subordination of its leasehold interest.

See Rider Article 27

28. **LIENS.** Tenant shall at all times have the right to encumber, by mortgage or deed of trust, or other proper instrument in the nature thereof, as security for any actual bona fide debt, its leasehold estate hereby created, or any portion thereof, together with its leasehold right and interest in and to all buildings and improvements and its interest in any equipment located on the Premises.

If at any time after the execution and recordation in the proper records of the County in which the Premises are located of any such mortgage or deed of trust, the mortgagee or trustee therein shall elect to notify the Landlord in writing that such mortgage or deed of trust has been executed and delivered by Tenant and shall furnish Landlord with the address to which said mortgagee or trustee desires copies of notices to be mailed, then the Landlord hereby agrees that it will thereafter mail to such mortgagee or trustee at the address so given a duplicate copy of any and all notices in writing which Landlord may from time to time give or serve upon the Tenant under and pursuant to the terms and provisions of this Lease.

***thereafter terminate this Lease.

Such mortgagee or trustee may, at its option, at any time before the rights of Tenant shall have been forfeited to the Landlord as herein provided, pay any of the rents due hereunder, or do any other act or thing required of or permitted to the Tenant by the terms of this Lease, to prevent the forfeiture or termination of this Lease, and all payments so made and all things so done and performed by or for any such mortgagee or trustee shall be as effective to prevent a forfeiture of the rights of the Tenant hereunder as the same would have been if done and performed by Tenant.

No such mortgagee or trustee of the rights and interest of the Tenant hereunder shall be or become liable to the Landlord as an assignee of this Lease or otherwise unless it expressly assumes the liability of the Tenant and no assumption shall be inferred from or shall be the result of foreclosure or other appropriate proceedings in the nature thereof or shall be the result of any other action or remedy provided for by such mortgage or deed of trust.

29. **BANKRUPTCY.** Should Tenant make an assignment for the benefit of its creditors, or seek an order for relief under the United States Bankruptcy Code, Landlord, at its option, may terminate all rights of Tenant under this Lease, if permitted by applicable law.

30. **CHANGE OF OWNERSHIP.** Subject to Tenant's rights under Articles 21 and 22 above, Landlord shall provide Tenant written notice in the event Landlord conveys title to the Premises, or assigns Landlord's interest in this Lease to another party. Such notice shall include such party's tax identification number and shall be accompanied by documents (including a W-9 form or similar tax documents) which evidence the transfer of title or assignment of interest and the effective date thereof. After receipt of such notice, rent and other payments due and future notices to Landlord shall be given to the party designated therein and Tenant shall attend to the new owner as substitute Landlord. Should Landlord fail to provide the required notice or documentation, or should Tenant be reasonably uncertain concerning the proper party to whom rent is due, Tenant may withhold rent thereafter accruing until Tenant is furnished the required notice, documentation and/or satisfactory proof as to the party entitled thereto. Tenant shall, within thirty (30) days of receipt of request, execute for Landlord an estoppel certificate concerning the terms of this Lease.

31. **NOTICES.** Except as otherwise provided in Article 8, any notices required or permitted hereunder shall be in writing and delivered either in person to the other party or by United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the addresses set forth below or to such other address as either party may designate in writing and deliver as provided in this Article.

LANDLORD: JRL VI Development Corp.
c/o James E. Levine
8950 Gross Point Rd., Suite H
Skokie, IL 60077

Tax Identification No. 36-4250751

TENANT: **THE SOUTHLAND CORPORATION**
Attn: Corporate Real Estate
P. O. Box 711
Dallas, Texas 75221-0711

with a copy to:
The Southland Corporation
Greater Midwest Division
Attn: Real Estate Manager
1251 N. Plum Grove Rd., Suite 170
Schaumburg, IL 60173

32. **RECORDATION.** This Lease shall not be filed for public record. However, Landlord and Tenant shall execute and acknowledge a memorandum or short form lease (which will include Tenant's rights under Article 12) which may be filed for record by either party at any time after the execution of this Lease, setting forth the parties, description of the Premises, Term, ^{Extended Term, right of first refusal and purchase options and any other provisions mutually agreed upon.} The Memorandum or short form lease shall not set forth rent ^{in the form attached hereto as Exhibit "A".}.

33. **NO BROKER.** Landlord and Tenant covenant, warrant and represent that no broker has been involved in the negotiation or consummation of this Lease. Tenant and Landlord each agree to indemnify and hold the other harmless from and against all causes of action and liabilities arising out of a claim for a commission by any broker purporting to have acted on behalf of the indemnifying party.

34. **FORCE MAJEURE.** Neither party shall be required to perform any term, covenant or condition of this Lease so long as such performance is delayed or prevented by force majeure, which shall mean any acts of God, strike, lockout, material or

labor restriction by any governmental authority, civil riot, and any other cause not reasonably within the control of such party and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. Except that this paragraph shall not relieve tenant of its obligation to pay Rent).

35. **HOLDOVER.** Should Tenant remain in possession of the Premises after the expiration of the Term or the Extended Term, Tenant shall be deemed to be occupying the Premises as a month-to-month tenant, at a monthly rental equal to the rent payable during the last month of the Term or the Extended Term. Any Remedial Measures with respect to any surface or subsurface contamination that Tenant is obligated to undertake after the expiration of the Term or the Extended Term shall not constitute a holdover.

36. **APPLICABLE LAW.** The laws of the state in which the Premises are located shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

37. **COMPLETE AGREEMENT.** This Lease merges all prior negotiations and understandings between the parties and constitutes their complete agreement which is binding upon Landlord and the heirs, executors, administrators, successors and assigns of Landlord when executed by Landlord, and is binding upon Tenant, its successors and assigns, only if executed by a Vice President or Attorney-in-Fact of Tenant, regardless of any written or verbal representation of any agent, manager or other employee of Tenant to the contrary. This Lease may only be amended by written agreement signed by Landlord and Tenant.

38. **OTHER PROVISIONS.**

See Rider Articles 3 through 44 and Exhibits A through F attached hereto and made a part hereof. In the event of and conflict and/or ambiguity between the terms and conditions of the Rider and this printed Lease to which the Rider is attached, the parties intend that the terms and conditions of the Rider shall control and prevail.

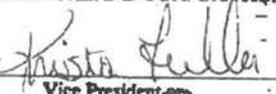
39. **WAIVER.** The waiver of performance of any covenant, term or condition of this Lease by Landlord or Tenant shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The various rights, options, elections, powers and remedies of the parties contained in this Lease shall be construed as cumulative and no one of them exclusive of any other legal or equitable remedy which either party might otherwise have in the event of a breach by the other, and the exercise of one right or remedy by a party shall not impair its right of any other right or remedy.

EXECUTED BY TENANT: this 12th day of February, 1999.

Attest:

By: 
Assistant Secretary

THE SOUTHLAND CORPORATION

By: 
Vice President or
Attorney-in-Fact (Seal)

EXECUTED BY LANDLORD this _____ day of _____, 19____.

Attest:

By: _____
Its: _____

LANDLORD

By: _____
Its: _____
(Seal)

- () Exhibit A Legal Description
- () Exhibit B Site Plan
- (x) Exhibit B-1 Development Plan

- () Exhibit C Mortgages
- (x) Exhibit D Subordination, Non-Disturb.
and Reformation Agreement
- (x) Exhibit E Tenant's Estoppel Certificate
- (x) Exhibit F Memorandum of Lease

**RIDER
TO GROUND LEASE**

PREMISES: SOUTHWEST CORNER ILLINOIS ROUTE 59 & SCHICK ROAD,
BARTLETT, ILLINOIS.

LANDLORD: Midwest Trust Services Inc. not personally, but as trustee
u/t/a #98-6-7393 dated 9/24/98

TENANT: The Southland Corporation, a Texas Corporation.

DATE OF LEASE: February 12, 1999

ARTICLE 3 - CONSTRUCTION

3 (a). Tenant's Insurance During Construction. While Tenant is constructing the Improvements, or making any alterations pursuant to the provisions of Article 10 of this Lease, the Tenant shall require its general contractor to maintain and provide evidence to Landlord of the following: (i) builder's risk and extended coverage insurance insuring the Improvements for 100% of its then market value; (ii) worker's compensation insurance to the maximum statutory limit of the State in which the Improvements are located; (iii) employer's liability insurance in the minimum amount of \$1,000,000 per accident; (iv) general comprehensive liability insurance in the minimum amount of \$1,000,000 combined single limit; and (v) automobile liability insurance. Such insurance policies shall be in the names of the Landlord, the Landlord's mortgagee and Tenant as their respective interests may appear (alternatively, Tenant or its general contractor shall furnish certificate(s) of insurance naming Landlord and Landlord's mortgagee as additional insureds).

ARTICLE 4 - TERM

4 (a). End of Term. Subject to the provisions of Article 35 - Holdover, the Tenant shall remove the Tenant's furniture, machinery, safe or safes, trade fixtures and other items of personal property of every kind and description from the Premises upon expiration of the Term or any Extended Term. All building additions, hardware, non-trade fixtures and all Improvements shall become the Landlord's property and shall remain upon the Premises at the termination of this Lease.

ARTICLE 5 - RENT SCHEDULE AND RENT COMMENCEMENT

Years

One - Five

Six - Ten

Eleven - Fifteen

Sixteen - Twenty

First Extended Term

Second Extended Term



Third Extended Term

Fourth Extended Term

Tenant's liability for Rent shall commence on the earlier of (i) ninety (90) days after the satisfaction or waiver of all of the Conditions Precedent in Article 23 or (ii) the date Tenant opens for business.

ARTICLE 8 - REAL ESTATE TAXES

8 (a). Payment of Real Estate Taxes. Landlord and Tenant acknowledge and agree that in Illinois, the counties issue tax bills in arrears (for example the tax bills issued in 1998 are for the taxes imposed on the Premises for the year 1997). Therefore, the issuance of the tax bill and the due date for the payment of the real estate taxes for the final year of this Lease shall occur after the Term of this Lease expires. Notwithstanding any other provision of this Lease, Tenant shall have the obligation to pay the real estate taxes for the last year of the Term of this Lease prior to the due date of such real estate taxes and shall remain liable for all penalties assessed as a result of an untimely payment of any or all taxes for the final year of the Term or any extended Term.

8 (b). Tenant as Taxpayer of Record. Tenant shall be responsible for the prompt payment of said tax bill and shall be responsible for all penalties assessed as a result of the untimely payment of any or all taxes and special assessments. Failure to pay by Tenant on the specified due date stated on the tax bill shall give Landlord the option of paying the tax bill including any penalties and interest and recovering said amount plus interest at the Default Interest Rate as defined in Article 41. Tenant, upon written request by Landlord, agrees to provide Landlord with a receipted copy of the paid tax bill within 30 days of Tenant's actual payment of the tax bill.

Notwithstanding the foregoing, should Landlord's Lender require monthly deposits for the timely payment of real estate taxes, then Tenant shall deposit monthly with Landlord together with the rent each month, a sum equal to one-twelfth (1/12) of the Lender's estimate of real estate taxes to become due. The amount of the deposits shall be readjusted annually on the first day of the month after the actual tax bills are received. Landlord shall be responsible for payment of real estate taxes and failure on Landlord's part to pay said taxes shall be considered a default.

8 (c). Rebates. Any rebates, refunds or abatement of real estate taxes received by the Landlord subsequent to payment of taxes by the Tenant shall be immediately refunded to Tenant.

ARTICLE 9 - Maintenance

9 (a). Tenant may make such replacements, as Tenant deems necessary. Landlord shall not be liable for or called upon to make or do any repairs, alterations, replacements or maintenance in or upon the Premises during the Term or any Extended Term. In the event that Tenant shall fail, neglect or refuse to make or to do any and all repairs or maintenance required to be made or done by it under this Lease, then Landlord, after thirty (30) days' prior written notice to Tenant of Tenant's failure to make or do such required repairs, or maintenance (except that such time shall be

extended for a reasonable length of time should thirty (30) days be an insufficient time within which to complete the same provided that the same has been commenced and is being diligently pursued) may make or do such repairs, or maintenance for the account of Tenant and the reasonable costs and expenses incurred by Landlord therefor, shall be charged against the Tenant and shall be added to and deemed a part of and paid with the next installment of Rent due hereunder.

ARTICLE 13 - CASUALTY DAMAGE.

13 (a). All Risk Policy To Be Maintained. Tenant's insurance coverage pursuant to the terms of this Paragraph shall be in force and effective on the earliest to occur of the date of delivery of possession of the Premises to Tenant or the date Tenant enters the Premises to commence construction pursuant to the terms of Article 3. Tenant will maintain at all times during the Term an All Risk type Premises insurance policy subject to standard exclusions, terms and conditions (also known as a Special Perils Policy) with an Extended Coverage Endorsement, insuring against damage to any portion of the Premises and Improvements (including, but not limited to, fire, theft, collapse, damage from fire sprinklers, water leakage, vandalism or malicious mischief perpetrated by any person including, without limitations, any servant, employee, agent, contractor or representative of Tenant) including complete sign coverage, but excluding Tenant's trade fixtures, equipment and inventory (hereinafter the "Policy"). Such Policy shall be in the full amount of replacement value, without deduction for physical depreciation and shall provide that the proceeds of any loss shall be payable in the manner provided for in this Lease. Tenant's All Risk Policy shall also name Landlord and Landlord's Mortgagee as loss payees. Tenant agrees to deliver to the Landlord certificates of insurance evidencing the existence in force of the policies of insurance described in Article 13.

13 (b). Notice of Termination and Certificates of Insurance. Such policy of insurance maintained by Tenant pursuant to this Paragraph shall provide that: (a) the same is not contributing with the coverage which Landlord may carry and is primary insurance coverage and not excess insurance coverage or overage insurance coverage; and (b) the company writing said policy will give at least thirty (30) days notice to Landlord in writing of any cancellation, lapse or failure to renew, or any material modification of coverage.

13 (c). Waiver of Subrogation. Tenant and Landlord hereby waive and release any and all right of recovery against the other, including employees and agents, arising during the Term for any and all loss or damage to any Premises located within or constituting a part of the Premises which loss or damage arises from the perils covered by the Policy or which right of recovery arises from loss of earnings or rents resulting from damage caused by such a peril. This mutual waiver is in addition to any other waiver or release contained in this Lease. Landlord and Tenant shall give written notice to its insurers of the provisions of this waiver and release and have its insurance policies endorsed, if required, to prevent invalidation of insurance coverage by reason of this waiver and release.

13 (d). Lender's Participation. In the event Tenant elects to turn over to Landlord the insurance proceeds as a result of casualty damage, pursuant to the terms contained in Article 13 of the Lease, then Tenant agrees that Landlord's Lender shall have the right to participate in the negotiation of any insurance award under

Paragraph 13(a) in the event a casualty occurs during the last two (2) years of the Term.

ARTICLE 14 - Liability Insurance

14 (a). Liability Insurance. Tenant's public liability insurance shall name Landlord and Landlord's Mortgagee as additional insured, but only as respects the Premises and only to the extent of liability resulting from occurrences arising out of the negligence of Tenant or its wholly owned subsidiaries, divisions, sublessees, assignee and employees. Said policy or policies shall only be with a financially sound insurer which are authorized to do business in the state in which the Premises are located.

Such policy of insurance maintained by Tenant shall provide that the insurance is not contributing with the coverage which Landlord may carry and is primary insurance coverage and not excess insurance coverage or overage insurance coverage.

ARTICLE 16 - Gasoline

16 (a). Review of Remedial Measures. Landlord shall have the right to review Tenant's proposed Remedial Measures prior to Tenant's commencement of the Remedial Measures.

16 (b). Use of Hazardous Substances. Except for Tenant's storage, dispensing and sale of gasoline and petroleum products at, on or under the Premises, and other products offered in the normal course and customary operation of Tenant's business, Tenant shall not cause or permit any Hazardous Substances (as defined below) to be used, stored, generated, or disposed of on or in the Premises or the Improvements without Landlord's prior written consent, except for normal office products and supplies of the type, and in the amount used in the normal course of business and in compliance with applicable laws, rules or regulations.

As used in this Ground Lease, "Hazardous Substances" means any substance that is in an amount in excess of legal requirements and that are toxic, etiological, ignitable, reactive or corrosive or that is regulated by any Federal, state or local governmental agency, law, rule or ordinance and includes without limitation, asbestos, polychlorinated biphenyls, petroleum products, substances that are or may be toxic to humans, animals, plants or the environment, and any and all materials or substances defined as "Hazardous Waste", "Extremely Hazardous Waste" or a "Hazardous Substance" pursuant to any Federal, state or local governmental agency, law, rule or ordinance.

16 (c). Tenant's Access To Premises After End of Term. If such activities will or are likely to interfere with Landlord's or a subsequent tenant's use of the Premises, the parties agree to negotiate a reasonable "access" fee which would take into account the length of the needed access, the level of interference and reduction in use and or rental income received by Landlord. Landlord agrees to use reasonable efforts to mitigate any damage it might otherwise have due to required Remedial Measures by attempting to secure a lease of the Premises for a comparable or similar use to Tenant's, or other use as permitted under the then current zoning at a rent comparable to similar uses in the area where the Premises are located; provided that during such negotiations, Tenant shall still be granted access pursuant hereto.

During the applicable time period necessary for Tenant to have access to the Premises pursuant to this Paragraph to perform the Remedial Measures, Tenant shall be required to maintain all insurance policies as required in this Lease as if the Term or any Extended Term of this Lease was unexpired.

ARTICLE 17 - ASSIGNMENT AND SUBLETTING

17. (a). Assignment and Subletting. Tenant shall, within ten (10) days after the execution of any sublease or assignment except a sublease or assignment made as part of a franchise agreement with an operator for the convenience store self-service gasoline installation, deliver a conformed copy thereof to Landlord, including in the event of an assignment, the assignee's assumption of the Tenant's Ground Lease obligations. Tenant's entering into a franchise agreement with an operator for the convenience store self-service gasoline installation shall not constitute an assignment or sublease pursuant to the terms of this Lease.

ARTICLE 27 - SUBORDINATION

27 (a). Subordination to Future Liens. As a condition precedent to this Lease, Landlord's lender(s), Tenant and Landlord shall execute the Subordination, Non-Disturbance and Attornment Agreement contained in Exhibit "D".

ARTICLE 40 - TIME OF ESSENCE Time is of the essence of the performance of each provision of this Lease.

ARTICLE 41 - DEFAULT INTEREST RATE

41 (a). Default Interest Rate. If any sums payable hereunder by either party are not paid when due and all required notices of such a default have been given the defaulting party, then such overdue sums shall accrue interest at the Default Interest Rate (as hereinafter defined), from the date due until paid in full. As defined herein the Default Interest Rate shall be an annual interest rate equal to the "prime rate" announced from time to time by American National Bank and Trust Company of Chicago, or, if that rate is unavailable, the Wall Street Journal prime rate, in either event plus one percent (1%), but in no event in excess of the maximum rate of interest permitted by applicable law.

ARTICLE 42 - ESTOPPEL STATEMENTS

42 (a). Estoppel Statements. Within thirty (30) business days of a written request therefor by either party hereto, the party receiving such request shall provide to the requesting party a written statement on the form attached hereto and made a part hereof as "Exhibit E" - Estoppel Certificate" acknowledging the commencement and termination dates of this Lease, that this Lease is in full force and effect (if the same be true) and providing such other pertinent information as requesting party reasonably requests.

ARTICLE 43 - EXCULPATION OF TRUSTEE

It is expressly understood and agreed that this Lease is executed by Midwest Trust

Services Inc., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the direction of the beneficiaries of that certain Trust Agreement described aforesaid. It is further expressly understood and agreed that Midwest Trust Services Inc., as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose directly or indirectly, the rents, issues, profits or proceeds of said real estate of any Lease of sale of any mortgage or any disposition thereof. Nothing in this Lease contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay an indebtedness accruing hereunder or to perform any covenant, either expressly or implied herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned, the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof, Tenant hereby expressly waiving and releasing said personal liability and personal responsibility on behalf of itself and all persons claiming by, through, or under, Tenant.

ARTICLE 44 - LANDLORD CONTINGENCY

Landlord and Tenant acknowledge and agree that this Lease and all of the terms, obligations and rights hereunder are conditioned upon the closing of the acquisition of the Premises by Landlord. If such closing does not occur on or before September 1, 1999 then Landlord may terminate this Lease upon written notice to Tenant or Tenant

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and date set forth above.

LANDLORD:

Midwest Trust Services Inc. not personally,
but as trustee/t/a #98-6-7393 dated 9/24/98.

By: _____

Its: _____

TENANT:

The Southland Corporation,
a Texas Corporation

By: 

Its: Assistant Secretary

Barbier-Ar. 59 Lease Rider
11/10/98 8:48:35 AM

EXHIBIT A-LEGAL DESCRIPTION

LOT 1 IN ILLINI PARTNERS SUBDIVISION, BEING A RESUBDIVISION OF
PART OF LOTS 5 AND 6 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 15
TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT
R9 - IN DU PAGE COUNTY, ILLINOIS.

7

Scanart-Dr. 99 Lease Rider
11/10/98 8:48 35 AM

EXHIBIT C-MORTGAGES
INFORMATION TO BE PROVIDED BY LANDLORD

EXHIBIT D
SUBORDINATION NON-DISTURBANCE,
AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____ 19 _____, by and between THE SOUTHLAND CORPORATION, a Texas corporation ("Tenant"), whose address is 2711 North Haskell Avenue, Dallas, Texas 75204-2906, and _____ ("Lender"), whose address is _____ and Midwest Trust Services Inc. not personally, but as trustee u/t/a #98-6-7393 dated 9/24/98 ("Borrower"), whose address is, c/o James E. Levine, 8950 Gross Point Road., Suite H Skokie, Illinois 60077

WITNESSETH:

WHEREAS, Lender has executed a loan to Borrower in the original principal amount of \$ _____ as evidence by a promissory note (the "Promissory Note") to Lender dated _____

WHEREAS, Borrower, as security for the Promissory Note, has executed and delivered to Lender a Mortgage/Deed of Trust dated _____ and filed of record by the County Clerk of DuPage County, State of Illinois on _____ in Official Record Book _____ at Page _____ (the "Mortgage"), which Mortgage constitutes a first and prior lien against certain real property including the property more particularly described in Exhibit A, attached hereto and made a part hereof (the "Premises");

WHEREAS, pursuant to that certain Lease Agreement dated _____ and filed of record by the County Clerk of DuPage County, State of Illinois on _____ in Official Record Book _____ at Page _____ (the "Lease"), Borrower has leased the Premises to Southland, as lessee;

WHEREAS Tenant desires to subordinate the Lease and its interest in the Premises to the lien of Mortgage and to attorn to lender, and

WHEREAS, in return, Lender agrees to assure Tenant of its ongoing and undisturbed peaceful possession of the Premise; covered by the Lease (the "Demised Premises"), regardless of any action taken by Lender under the Mortgage.

NOW THEREFORE, the parties hereby agree as follows:

1. Subordination. The Lease, and the rights of the Tenant in, to and under the Lease and the Premises, are hereby subjected and subordinate to the lien of the Mortgage, and to any and all renewals, modifications and extensions thereof.

2. Tenant Not To Be Disturbed. So long as Tenant is not in default under the Lease (beyond any period given Tenant by the terms of the Lease to cure such default) in the payment of rent or other amounts owed pursuant to the Lease or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, (a) Tenant's possession of the Demised Premises during the current term and during any extension or renewal terms contained in the Lease, shall not be diminished or interfered with by Lender, and Tenant's occupancy of the Demised Premises shall not be disturbed by Lender during the term of the Lease or any such extensions or renewals thereof, and (b) Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease.

3. Tenant to Attorn to Lender. If (i) Lender shall become the owner of the Premises, (ii) the Premises shall be sold by reason of foreclosure or other proceedings brought to enforce the Mortgage or (iii) the Premises shall be transferred by deed in lieu of foreclosure, the Lease shall continue in full force and effect as a direct Lease between the then owner of the Premises and Tenant, and Tenant hereby attorns to Lender or any other such owner as its lessor, said attornment to be effective and self operative without the execution of any further instruments. Tenant shall be under no obligation to pay rent to Lender or any such other owner until Tenant receives written notice from Lender or any such other owner that it has succeeded to Borrower's interest under the Lease upon which notice Tenant shall be entitled to rely.

4. Leasehold Improvements and Business Fixtures. Lender agrees that it will not claim any right title or interest in and to any leasehold improvements an/or business fixtures installed upon the Demised Premises by Tenant pursuant to the terms of the Lease.

5. Rental Payments. Until such time as Tenant is otherwise notified in writing by Lender, it shall make all rental payments under the Lease to Borrower as provided therein.

6. Borrower Joinder. Borrower hereby agrees to the subordination and attornment effected hereunder upon the terms stated herein.

7. Successors and Assigns. This Agreement and each and every covenant agreement and other provision hereof shall be binding upon and shall inure to the benefit of the parties hereto and their representatives, successors and assigns.

IN WITNESS THEREOF, the parties hereto have each caused this Agreement to be executed as of the date first written above.

LENDER: _____
By: _____
Name: _____
Title: _____

Attest: _____
By: _____
Name: _____
Title: _____

(SEAL)

Tenant: THE SOUTHLAND CORPORATION, a Texas corporation

Attest:
By: _____

By: _____

Assistant Secretary

Vice President

(SEAL)

Borrower: Midwest Trust Services Inc. not personally, but as trustee u/t/a #98-6-7393 dated 9/24/88

By: _____
Name: _____
Title: _____

Attest: _____
By: _____
Name: _____
Title: _____

(SEAL)

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Exhibit E

TENANT ESTOPPEL CERTIFICATE

TO:

THIS IS TO CERTIFY THAT:

1. The undersigned is the Tenant under that certain Ground Lease dated _____ 199__ by and between Midwest Trust Services Inc. not personally, but as trustee u/t/a #98-6-7393 dated 9/24/98 as Landlord and The Southland Corporation as Tenant, covering those certain Premises commonly known as _____.
2. The Ground Lease has not been modified, changed, altered or amended in any respect (except as indicated following this sentence) and is the only Ground Lease or agreement between the undersigned and the Landlord affecting said Premises. If none, state "NONE":
3. Tenant has made no agreements with Landlord at its agents or employees concerning free rent, partial rent, rebate or rental payment or any other type of rental concession (except as indicated following the sentence). If none, state "NONE":
4. The undersigned has accepted and now occupies the Premises, and is and has been open for business since _____, 199__ . The Term began _____, 199__ . No rent has been prepaid for more than two (2) months. The Rent is _____ per month.
5. The Ground Lease is not in default and is in full force and effect. As of the date hereof, the undersigned is entitled to no credit, no free rent and no offset or deduction in rent.
6. The Ground Lease contains and the undersigned has no outstanding options of rights of first refusal to purchase the Premises or any part thereof or the real property of which the Premises are a part except as stated in the Lease.
7. No actions, whether voluntary or otherwise are pending against the undersigned under the bankruptcy laws of the United States or any state thereof.
8. Tenant acknowledges that this Certificate will be relied upon by the Landlord, Landlord's lender in making a loan secured by the Premises or by any assignment of rents and Tenant shall be estopped from asserting the invalidity of any statement made herein .

Tenant:
THE SOUTHLAND CORPORATION, a Texas corporation
By: _____

Landlord: Midwest Trust Services Inc. not
personally, but as trustee u/t/a #98-6-7393 dated 9/24/98
By: _____

EXHIBIT F

MEMORANDUM OF LEASE BETWEEN THE SOUTHLAND CORPORATION AND

SPACE ABOVE THIS LINE FOR RECORDERS USE

This is a Memorandum of Lease by and between Midwest Trust Services Inc. not personally, but as trustee u/l/a #98-6-7393 dated 9/24/98 hereinafter called Landlord and The Southland Corporation, a Texas corporation, hereinafter called Tenant of 2711 N. Haskell Avenue, Dallas, Texas. Landlord hereby grants, demises and leases the premises described below to Tenant upon the following terms:

Legal Description of Leased Premises: See Attached

Common Address:

Permanent Index Number

Date of Lease:

Date of Commencement: The Term shall commence on the first day of the first calendar month following the earlier of: fifteen (15) days after Landlord has received written notice of acceptance of the Premises together with the Improvements, from Tenant's authorized representative; or (II) the date Tenant opens for business; or (II) satisfaction or waiver of all of the Conditions Precedent set forth in Article 23.

Initial Term: Twenty (20) years.

Renewal Options: Four (4) successive options to extend the Term for any period of time up to but not exceeding 5 years for each option.

Purchase Option(s): None.

The purpose of this Memorandum of Lease is to give record notice of the lease and of the rights created thereby, all of which are hereby confirmed.

In witness whereof the parties have executed this Memorandum of Lease as of the date set forth in their respective acknowledgments.

(SEAL)

Tenant: THE SOUTHLAND CORPORATION, a Texas corporation

By: _____	Attest: _____
Assistant Secretary	Vice President

(SEAL)

LANDLORD: Midwest Trust Services Inc. not personally, but as trustee u/l/a #98-6-7393 dated 9/24/98

By: _____	Attest: _____
Name: _____	Name: _____
Title: _____	Title: _____



32818-02-02

Amendment # 1

AMENDMENT NO. 1

STORE NO. 32818

On the 12th day of February, 1999, / Midwest Bank and Trust Company, As Successor Trustee to Midwest Trust Services, Inc. u/a 98-6-7393
 as Landlord, and 7-Eleven, Inc. (formerly known as The Southland Corporation), as TENANT, entered into a lease agreement covering the premises commonly known as the southwest corner of Route 59 and Schick Road; Bartlett, IL and more fully described in Exhibit A, which Exhibit is attached hereto and made a part hereof.

LANDLORD and TENANT presently desire to amend said lease agreement. Now therefore, in consideration of the premises and \$10 in hand paid each to the other, receipt of which is hereby acknowledged, said lease agreement shall be and is hereby amended as follows:

1. **PARTIES.** The Landlord's name is hereby changed to JRL Development, L.L.C. and the Tenant's name is hereby changed to 7-Eleven, Inc., a Texas corporation.
23. **CONDITIONS PRECEDENT.** The date in the second sentence is hereby changed to November ¹⁵/~~1~~ 2000.
28. **LIENS.** The following sentence is hereby added as the last sentence to this article: "Said mortgagee or trustee rights may be more fully evidenced in a form of Estoppel and Attornment Letter substantially in the form attached as Exhibit D-1."

EXHIBITS. Exhibit D-1 Estoppel and Attornment Letter, a copy of which is attached hereto, is hereby made a part of this Lease.

RIDER TO GROUND LEASE

ARTICLE 5 - RENT SCHEDULE AND RENT COMMENCEMENT. The rent schedule is hereby changed as follows:

<u>Years</u>	<u>Monthly Amount</u>
One - Five	
Six - Ten	
Eleven - Fifteen	
Sixteen - Twenty	
First Extended Term	
Second Extended Term	
Third Extended Term	
Fourth Extended Term	

ARTICLE 44 - LANDLORD CONTINGENCY. The date in the last sentence is hereby changed to December 1, 2000.

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AMENDMENT NO. 1

STORE NO. 32818

This Amendment No. 1 is to be effective the 1st day of October, 2000.

In all other respects said lease agreement is hereby ratified and reaffirmed. Executed this

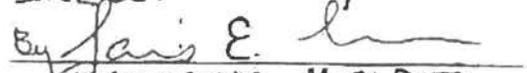
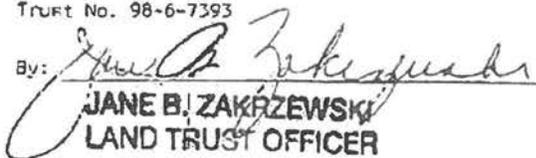
20th day of October, 2000

ATTEST:

By: 
Assistant Secretary

TENANT
7-Eleven, Inc.
By: 
Sr. Vice President or Attorney in Fact

SEE EXCULPATORY RIDER
ATTACHED TO AND
MADE PART HEREOF.

LANDLORD
JRL DEVELOPMENT, LLC
By: 
MANAGING MEMBER
Midwest Bank and Trust Company
As Successor Trustee to
Midwest Trust Services, Inc.
U/T/A dated 9-4-98 and known as
Trust No. 98-6-7393
By: 
JANE B. ZAKRZEWSKI
LAND TRUST OFFICER

STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a Notary Public in and for said State, personally appeared Gary Rose, known to me to be the Sr. Vice President and Gary Fullington, known to me to be the Assistant Secretary, of 7-ELEVEN, INC., (formerly known as THE SOUTHLAND CORPORATION), the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of the board of directors.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of October, 2000.

Notary Public *Dianna D. Gray* My commission expires: 05/12/02



EXHIBIT A-LEGAL DESCRIPTION

LOT 1 IN ILLINI PARTNERS SUBDIVISION, BEING A RESUBDIVISION OF
PART OF LOTS 5 AND 6 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 1 S
TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT
R9 - IN DU PAGE COUNTY, ILLINOIS.

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EXHIBIT D - /

ESTOPPEL AND ATTORNMENT LETTER

TO: _____

Dear _____:

You have leased to 7-Eleven, Inc. ("7-Eleven") certain real property located in _____ and described on Exhibit A attached hereto (the "Property") (the "Ground Lease"). In connection with a financing of construction of improvements on the Property, 7-Eleven intends to sublease the Property to Convenience Statutory Trust - 1999 (the "Trust") (the "Lease"), the Trust will sublease the Property back to 7-Eleven (the "Sublease") and the Trust will grant a mortgage or deed of trust lien against its leasehold estate in the Property for the benefit of Citicorp Bankers Leasing Corporation, as agent (the "Agent") (the "Mortgage"). These transactions affect only the leasehold estates in the Property and do not cover your fee estate in the Property. As a condition to consummating these transactions, the Trust and the Agent have required that 7-Eleven acquire this agreement from you, as owner of the property.

You hereby agree as follows, for the benefit of the Trust and Agent:

1. You represent, as the present owner and holder of the lessor's interest under the Ground Lease, that, as of the date hereof: (i) the Ground Lease is in full force and effect and has not been modified, amended or changed except as described above; (ii) the term of the Ground Lease has commenced; (iii) 7-Eleven is the owner and holder of the tenant's interest under the Ground Lease; (iv) 7-Eleven is not in default under any of the terms, covenants or conditions of the Ground Lease; (v) neither you nor 7-Eleven has commenced any action nor given or received any notice for the purpose of terminating the Ground Lease; and (v) all rents, additional rents and other sums which have become due and payable under the Ground Lease as of the date hereof, if any, have been paid in full. The generic use of the word "term" in clause (ii) above is not intended to mean or imply, nor should it be inferred, that the "Term" (as defined in the Ground Lease) has occurred or that the obligations of 7-Eleven which are related to the occurrence of the Term under the Ground Lease have become effective.

2. You consent to Lease, Sublease and granting of the Mortgage to the Agent by the Trust against the leasehold estate created under the Ground Lease. You acknowledge that certain provisions of the Sublease are intended to create a mortgage or deed of trust lien against the leasehold estate of 7-Eleven in favor of the Trust and you consent to any such lien so created. The term "mortgagee" as it is used in the Ground Lease shall include both the Trust and the Agent.

3. You agree that if any act or omission of 7-Eleven under the Ground Lease at any time gives you the right, either immediately or after a lapse of a period of time, to cancel or terminate the Ground Lease, or to claim a partial or total eviction, and 7-Eleven has failed to cure that act or omission within any cure period provided in the Ground Lease, that, before taking any enforcement action, you will give written notice of such act or omission to the Trust and the Agent (the "Mortgagee Notice") at the addresses stated below and will give the Trust and/or Agent the opportunity to cure such act or omission as follows:

- (1) if the act or omission is a failure by 7-Eleven to pay money when due and payable under the Ground Lease, the Trust or Agent may pay such sum within thirty (30) days of receipt of the Mortgagee Notice to cure said failure; or

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(2) if act or omission is not one involving the failure to pay money, and the Trust or Agent notifies you within thirty (30) days of receipt of Mortgagee Notice that it intends to cure the act or omission, the Trust or Agent shall, thirty (30) days after so notifying you, cure such act or failure. If, however, the act or failure cannot reasonably be cured within the thirty (30) day period and the Trust or Agent commences and continues the cure with reasonable diligence, the Trust or Agent shall have a reasonable additional time to cure such act or failure (but in no event to exceed an additional 150 days) so long as all monetary obligations due under the Ground Lease are paid.

Neither the Trust nor the Agent shall be obligated to remedy any non-monetary act or omission unless it gives notice to you of its intent to do so pursuant to the preceding paragraph. If neither the Trust nor Agent gives you notice of their intent to cure, you may proceed to enforce your rights under the Ground Lease arising from the act or omission.

4. If you give to the Trust and Agent a Mortgagee Notice and the act, omission or default of 7-Eleven identified thereunder does not involve the payment of money and is one which cannot be cured by the Trust or Agent, and if you terminate the Ground Lease, you agree that, so long as all monetary obligations under the Ground Lease are or have been paid, you will, upon the request of the Trust or Agent, enter into a new ground lease of the Property with the Trust or Agent (or a designee thereof) for the remaining term of, and upon the same terms and conditions as, the Ground Lease.

In addition, if the Trust succeeds to the rights of 7-Eleven as tenant under the Ground Lease, whether through assignment, possession, or otherwise, and so long as the Trust shall attorn to and recognize you (or your successors or assigns) as the Trust's landlord, you (or your successors or assigns), shall accept such attornment upon the covenants, agreements, and terms of the Ground Lease to the same extent and in the same manner as if the Ground Lease were a direct lease between you (or your successors and assigns) and the Trust.

5. You agree that the Ground Lease shall not be amended, supplemented or modified without the prior written consent of the Trust and the Agent.

6. This Agreement shall inure to the benefit of the parties hereto, their successors and assigns.

Please acknowledge your agreement to the terms and conditions of this letter by executing this letter in the space indicated below.

7-Eleven, Inc.

By: _____

Acknowledged and Agreed as of _____, 1999.

Owner:

By: _____

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THIS RIDER IS ATTACHED TO AND MADE A PART OF A CERTAIN
AMENDMENT NO. 1
DATED OCTOBER 20, 2000 AND EXECUTED
BY MIDWEST BANK AND TRUST COMPANY, AS SUCCESSOR
TRUSTEE TO MIDWEST TRUST SERVICES, INC.
UNDER TRUST AGREEMENT NUMBER 98-6-7393

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of **Midwest Bank and Trust Company, As Successor Trustee to Midwest Trust Services, Inc.**, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said **Midwest Bank and Trust Company, As Successor Trustee to Midwest Trust Services, Inc.**, not in its' own rights, but as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against **Midwest Bank and Trust Company, As Successor Trustee to Midwest Trust Services, Inc.**, on account of any warranties, indemnities, representations, covenants, undertakings or agreements therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

This Amendment No. 2 to Ground Lease (this "Amendment") is entered into of July 13, 2015 (the "Effective Date") by and between JRL BARTLETT, LLC, an Illinois limited liability company ("Landlord"), and 7-ELEVEN, INC., a Texas corporation

A. Landlord (as successor in Trust u/v/a 98-6-7393) Tenant (formerly known as The Southland Corporation) are parties to that certain Ground Lease dated February 12, 1999, as amended by that certain Amendment No. 1 dated October 20, 2003 (collectively, the "Lease") covering the premises commonly known as 1500 S. route 59 Bartlett, Illinois, and more specifically in Exhibit A (the "Premises"), which Exhibit is attached thereto and referenced herein.

B. Landlord and Tenant presently desire said Lease in the manner set forth in this Amendment.

NOW THEREFORE, for and in consideration of the premises set forth herein, each to the other, receipt of which Lease shall be hereby amended as follows:

1. Term

(a) Landlord and Tenant hereby acknowledge current term of Lease is November 30, 2020, and Tenant has four (4) remaining years to extend the Lease to November 30, 2040, if exercised.

(b) Landlord and Tenant agree that Tenant is hereby extended for a period of five years commencing December 1, 2020 to November 30, 2025.

2. Article 5, Rent in the Schedule set forth in their Lease and is as follows:

Tenant agrees to pay Landlord rent, plus applicable rent taxes, if any, for each and every month, during the Extended Term, in advance on or before the fifth day of each month, unless abated or diminished as provided herein. Rent may be paid by check and sent by ordinary first class mail to Landlord at the address set forth in Article 31 of the Lease, or at Tenant's ACH transfer to an account designated from time to time by Landlord.

Years	Monthly Rent
One through Five	
Six through Ten	
Eleven through Fifteen (ending November 30, 2015)	
Sixteen through Twenty	
Twenty-one through Twenty-Five	
First Extended Term	
Second Extended Term	
Third Extended Term	

3. Article 31. Notices is hereby deleted in its entirety and replaced with the following new Article 31.

Notices. Any notices required or permitted hereunder shall be in writing and delivered to the other party by: (a) courier; (b) United States Certified Mail, Return Receipt, postage prepaid; or (c) a nationally recognized overnight courier, shipping charges prepaid, to the deliver as provided in this Article. All notices provided via e-mail or facsimile will not constitute formal notice.

LANDLORD

JRL Bartlett, LLC
1685 Meadow Lane
Bannockburn, IL 60015

With a copy to:

DAN MEMMIS
JOE RULLA INT
8150 W 159TH ST
DELAND PARK, IL 60015

Tax ID No. 201224990

TENANT

Tax statements and support to:
7-Eleven, Inc.
P.O. Box 711
Dallas, Texas 75221-0711
Attn: Ad Valorem Tax, Store #32818

CAM statements and support to:
7-Eleven, Inc.
One Arts Plaza
1722 Routh Street, Suite 1000
Dallas, Texas 75201
Attn: CAM Dept., Store #32818

ALL OTHER COMMUNICATIONS, INCLUDING ANY NOTICES OF DEFAULT, TO:

7-Eleven, Inc.
One Arts Plaza
1722 Routh Street, Suite 1000
Dallas, Texas 75201
Attn: Corporate Real Estate, Store #32818

4. **Defined Terms.** Where inconsistent, the terms of this Amendment shall supersede and take precedence over the Lease. Unless the context requires otherwise, all terms used herein shall be construed in conformity with the applicable provisions of the Lease.
5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any person intended to be a signatory hereto may execute this Amendment by signing any such counterpart.
6. **Ratification.** Except as modified by or where inconsistent with this Amendment, in all other respects said Lease is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, this Amendment has been executed by the parties as of the date first written above.

LANDLORD

JRL BARTLETT LLC

By: [Signature]
Printed Name: TAMIE E. LEON
Title: MANAGER

ATTEST:

By: [Signature]
Assistant Secretary

TENANT

7-ELEVEN, INC.

By: [Signature]
Printed Name: William S. Partridge
Title: Attorney-in-Fact



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 21-57

DATE: December 1, 2021
TO: Paula Schumacher, Village Administrator
FROM: Patrick B. Ullrich, Chief of Police 
RE: Liquor License Applicant

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

Manoj H. Solanki

Business: 7-Eleven (liquor manager)

The applicant's criminal records were checked through the Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

There is no record that would disqualify him as an applicant under Illinois Law.

PBU/kt

cc: Diane Czerwinski
File



450th Nationally
Accredited