

VILLAGE OF BARTLETT

COMMITTEE AGENDA

NOVEMBER 1, 2022

BUILDING & ZONING, CHAIRMAN HOPKINS

1. Title 9 Building Code Amendment-Driveway and Approach Widths

COMMUNITY & ECONOMIC DEVELOPMENT, CHAIRMAN GANDSEY

2. Banbury Barn BEDA Application
3. Pasta Mia BEDA Application
4. MORE Brewing BEDA Application

LICENSE & ORDINANCE, CHAIRMAN GUNSTEEN

5. Bartlett Park Lease Discussion
6. Amendments to Massage and Bodywork Regulations



AGENDA ITEM EXECUTIVE SUMMARY

Item Name	Title 9 Building Code Amendment - Driveway and Approach Widths	Committee or Board	Committee
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BUDGET IMPACT

Amount: N/A

Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

The Planning & Development Services Department receives a large number of building permit applications requesting driveway expansions and the addition of driveway ribbons. The current Building Code specifies the size of driveway approaches (aprons) but only provides a minimum size for driveways widths. The Building & Code Enforcement Division is proposing to amend Section 9-8-8:C Driveway and Approach Widths to update and clarify the Village standards to ensure the code is being enforced consistently. The proposed changes would:

- Provide minimum and maximum widths for driveways,
- Require the approach width to match the driveway width at the sidewalk,
- Require a 1-foot to 2-foot flare for approaches,
- Include all hardscape surfaces in the width measurement (driveway ribbons),
- Require driveways that are installed up to the property line provide a curb or raised edge to prevent water from flowing directly on a neighboring property,
- Allow driveways that exceed the revised standards to be considered legal nonconforming which would allow the driveways to be repaired or replaced but not widened.

ATTACHMENTS (PLEASE LIST)

PDS memo

ACTION REQUESTED

- For Discussion only - *To review and forward to the Village Board for a final vote*
- Resolution
- Ordinance
- Motion

Staff: Kristy Stone, Interim PDS Director

Date: 10.25.2022

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
22-106

DATE: October 25, 2022

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, Interim PDS Director 

RE: Amending Municipal Code Title 9 - Bartlett Building Code - Driveway and Approach Widths

The Planning & Development Services Department receives a large number of building permit applications requesting driveway expansions and the addition of driveway ribbons. The current Building Code specifies the size of driveway approaches (aprons) but only provides a minimum size for driveways widths. The Building & Code Enforcement Division is proposing to amend Section 9-8-8:C Driveway and Approach Widths to update and clarify the Village standards to ensure the code is being enforced consistently. The proposed changes would:

- Provide minimum and maximum widths for driveways,
- Require the approach width to match the driveway width at the sidewalk,
- Require a 1-foot to 2-foot flare for approaches,
- Include all hardscape surfaces in the width measurement (driveway ribbons),
- Require driveways that are installed up to the property line provide a curb or raised edge to prevent water from flowing directly on a neighboring property,
- Allow driveways that exceed the revised standards to be considered legal nonconforming which would allow the driveways to be repaired or replaced but not widened.

Proposed Language:

9-8-8: C. Driveway and Approach Widths:

1. Single driveways shall be a minimum of ten feet (10') wide and a maximum of eighteen feet (18') wide. The approach width shall match the driveway width at the sidewalk, with a minimum one-foot (1') and maximum two-foot (2') flare on each side, not to exceed a maximum width of twenty-two feet (22') at the curb or edge of pavement. The width measurements shall include all hardscape surfaces including paver blocks (i.e. driveway ribbons).
2. Double driveways shall be a minimum of eighteen feet (18') wide and a maximum of twenty-four feet (24') wide. The approach width shall match the driveway width at the sidewalk, with a minimum one-foot (1') and maximum two-foot (2') flare on each side, not to exceed twenty-eight feet (28') wide at the curb or roadway. The width measurements shall include all hardscape surfaces including paver blocks (i.e. driveway ribbons).

3. Triple driveways shall be a minimum of twenty-seven feet (27') wide and a maximum of twenty-eight feet (28') wide at the sidewalk. The approach width shall match the driveway width at the sidewalk, with a minimum one-foot (1') and maximum two-foot (2') flare on each side, not to exceed thirty-two feet (32') wide at the curb or roadway. The width measurements shall include all hardscape surfaces including paver blocks (i.e. driveway ribbons).
4. Residential driveways which exceed the maximum widths in this Section and were permitted by the Village and existed prior to November 15, 2022, shall be classified as legal nonconforming driveways. Legal nonconforming driveways may be repaired and/or replaced. Any replacement shall not increase the width of the driveway from the existing width.
5. Driveways installed up to the neighboring property line shall provide a curb, or raised edge to prohibit the flow of water directly to the neighboring property. Driveways shall be pitched to the front and back to not cause a nuisance to neighboring properties.
6. Driveways and driveway ribbons shall be calculated as part of the impervious surface requirements on a residential lot. The impervious surface for a lot cannot exceed the maximum percentage specified in the Bartlett zoning ordinance (title 10).

RECOMMENDATION:

Staff supports the adoption of the amendment to Municipal Code Title 9 (Bartlett Building Code) and recommends forwarding the amendment to the Village Board for a vote.



Agenda Item Executive Summary

Item Name Banbury Barn BEDA Application Committee or Board Committee

BUDGET IMPACT

Amount:	\$41,000	Budgeted	Yes
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List what fund	Economic Incentives
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EXECUTIVE SUMMARY

Staff has been working with Bruce & Jan Suffern over the past two years on a project to convert the barn on the adjacent property to the main structure at Banbury Fair into a modernized location to serve food and wine.

Earlier this year, the Sufferns applied and were approved for a \$50,000 BEDA grant in support of infrastructure improvements and an addition to their property in support of this project. At that time, staff informed the EDC and Village Board that we continued working with them on another BEDA project more closely related to the build-out of the barn.

The barn qualifies for a separate BEDA grant due to it having its own PIN and its new address of 215 W. Railroad Avenue. This BEDA application relates to \$154,182 of improvements being made to the barn, \$82,000 of which are being paid by the landlords/applicants, with the remainder being paid by their tenant.

The primary expenditure is \$51,000 to their general contractor, Mark Leffler of Skillcraft Construction, with additional costs of nearly \$20,000 worth of windows and doors and over \$7,000 for an upgraded fire alarm system.

Staff recommended a maximum grant based on percentage (50%) of the expenditures being made by the applicants only. A BEDA grant in the amount of \$41,000 was recommended by staff and unanimously supported by the EDC at its meeting on October 10th.

ATTACHMENTS (PLEASE LIST)

Staff Memo, Banbury Barn BEDA grant application, DRAFT minutes from the October 10, 2022 Economic Development Commission meeting.

ACTION REQUESTED

- To forward this request for a \$41,000 BEDA grant for the Banbury Barn at 215 W. Railroad Avenue to an upcoming Village Board meeting for a final vote.
- Resolution
- Ordinance
- Motion

Staff: Tony Fradin, E.D. Coordinator Date: October 24, 2022

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: October 24, 2022
TO: Chairman and Members of the Economic Development Commission
FROM: Tony Fradin, Economic Development Coordinator *TF*
RE: Banbury Barn 215 W. Railroad Avenue BEDA application

APPLICANTS: Bruce & Janet Suffern

BACKGROUND: Banbury Fair is the long-time retail anchor of downtown Bartlett, having been in business for thirty-nine years.

The historic barn on the property dates back to 1902 and is in the process of being renovated and brought up to current Code in order to convert it into a food and beverage business. This conversion requires extensive renovation including electrical and plumbing upgrades, new windows and doors, a fire suppression system, parking lot repairs, HVAC, a deck, and equipment supporting the food and beverage uses.

Previously, the Sufferns applied for a BEDA grant relating to costs primarily associated with running new water and sewer lines to the entirety of their adjoining properties and construction of a new structure housing bathrooms and a prep area.

The Village Board approved a \$50,000 BEDA grant at the March 1, 2022 meeting based upon \$242,548 worth of improvements made. Both the EDC and the Village Board were apprised of a second-phase application to be made at a later date primarily relating to the build-out of the barn.

This project is eligible for two BEDA grants due to being two distinct properties, each with its own PIN, and the barn to be issued a new address upon completion: 215 West Railroad Ave.

BEDA APPLICATION:

The Sufferns have submitted estimates totaling \$154,182 for this project, which is currently underway. Approximately \$82,000 worth of costs are to be paid by them as the landlords, with the remainder being paid by their tenant.

Estimated costs from their general contractor, Mark Leffler of Skillcraft Construction, total \$51,000 and include items ranging from air conditioning to flooring to asphalt parking lot repairs. Additional costs include nearly \$20,000 for windows and doors and over \$7,000 for an upgraded fire alarm system.

OCTOBER 10 ECONOMIC DEVELOPMENT COMMISSION MEETING:

Staff presented the Banbury Barn BEDA application at the October 10th EDC meeting, at which time the EDC recommended in favor of a \$41,000 grant upon completion of the buildout of the barn.

Staff clarified that this grant will be made to the property owners who are the applicants for this grant rather than their tenant and is based upon the expenditures that they are making to permanently improve the barn structure.

RECOMMENDATION:

Staff recommends a BEDA grant in the amount of **\$41,000** in support of this project. This is based upon the approximately \$82,000 in expenses that are directly attributable to the Sufferns towards the permanent improvements being made to the barn property.

Village of Bartlett Economic Development Assistance Application

Applicant Information:

Applicant(s) Name Bruce & Janet Suffern
Applicant(s) Address: 211 West Railroad Ave., Bartlett, IL 60103
E-Mail Address: jansuffern@gmail.com
Primary Contact for Project: Bruce Suffern
Cell Phone Number and/or Home Number: 630: - - - - -
Applicant is or will be (check all that apply) (Bruce) Tenant (Janet) Property Owner
Number of Years in Business: 39 Number of Years in Bartlett: 41

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

Mark Leffler, general contractor 708-641-9637

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

Property Information:

Project Property Location/Address: 215 West Railroad Ave, Bartlett
This Property is (check all that apply): Retail Restaurant Office 60103

Other (explain)

Number of Businesses on Site: ONE

Names of Other Businesses on Site: _____

Size of Building (dimensions or total square feet) 1600 sq feet

Stories in building: 2 Parking spaces on property: 4

Last Real Estate Taxes Paid: \$1709.00

Property Tax Index Number(s) (PIN): 06-34-408-024-0000

County: Cook DuPage Kane

Project Information:

Total Anticipated Project Cost: \$ 154,182

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

restoration and renovation of historic barn est. 1882, with the goal of making it a wine bar.

If approved, estimated project completion date: Oct. 15th 2022

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.

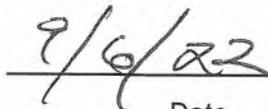
I also understand that if selected for this program, the Village will establish a maximum grant award for the project

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.



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

Expenses estimated for renovation and restoration of historic barn to house a wine bar business at 115 w railroad ave. (formally 211 west railroad ave.)

1: removal of the existing windows and doors and replacing with new upgraded window and doors.

Removal ...\$5200

Woodland Windows and Doors...\$14727

Total...\$19,927

2: the electrical wiring to be replaced with new fixtures. Plus a sound system with security is needed.

Signal-Tek Inc. Electrical Solutions\$14,159

3. Fire Alarm system needs to be installed. Work by Low Voltage Systems Inc. installation of the necessary conduit, boxes and monitor devices.

Labor and materials\$7,105

4. Custom built tables, wine rack, bar, outdoor signs, window tables, décor, wine caddies, reception desk, chalk board, wine barrel tops, sliding door.

Patriotic Frog\$28,800.00

5. Equipment required to house and serve liquor: 6 faucet beer tower, direct draw cooler, Blower system, 6 product trunkline, drip tray with rinser, gas blender, 60lb. co2 tank, and nitrogen tank.

Chicago Draft Cost.... \$33,190.91



Estimated Costs

Mark Leffler
September 5, 2022
29W648 Trinity Ln.
W. Chicago, IL 60185
Fax: 630-837-7941

708-641-9637

Date:

Insured

Incorporated

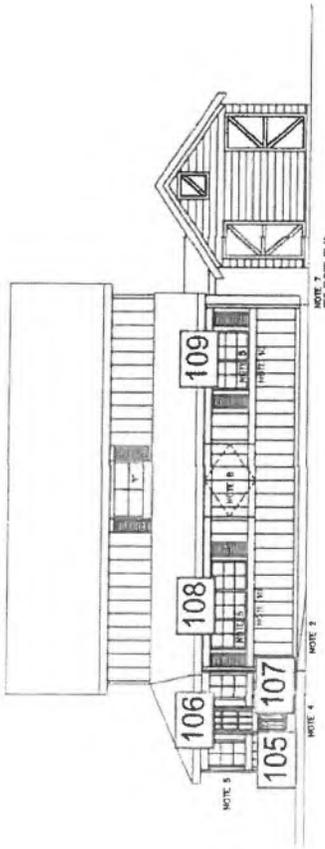
Owner: Bruce & Jan Suffern
Job Location: 215 Railroad Ave
60103
Contact: Bruce Suffern
Phone: 630-

City: Bartlett

Zip:

Air conditioning	\$	7,000.00
Kitchen flooring	\$	4,000.00
Seating area flooring	\$	6,000.00
Asphalt Pk. Lot repair	\$	7,000.00
New entrance ramp	\$	4,500.00
New entrance deck	\$	5,500.00
Carpentry	\$	5,000.00
Electrical	\$	5,000.00
Plumbing	\$	4,000.00
Painting	\$	3,000.00
Total	\$	51,000.00

Grand total = \$ 154,182



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



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

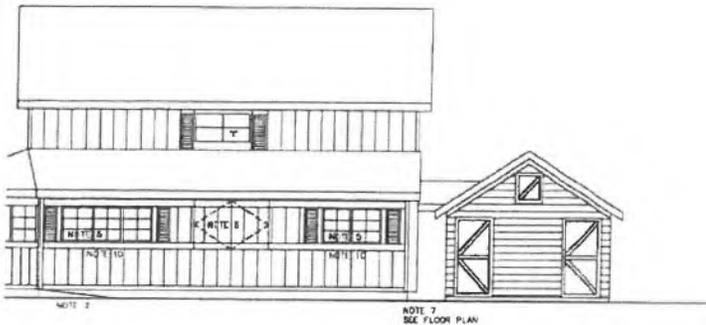


SOUTH ELEVATION
SCALE: 1/4"=1'-0"

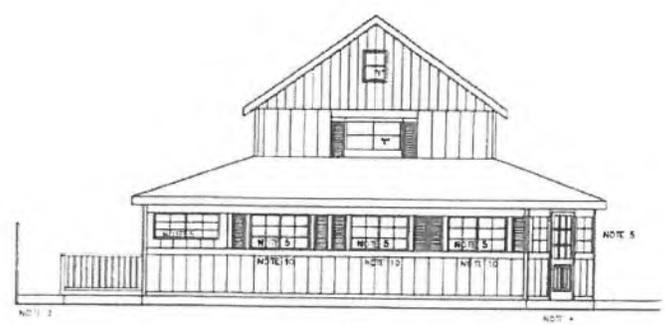


WEST ELEVATION
SCALE: 1/4"=1'-0"

- CONSTRUCTION NOTES**
- NOTE 1: NOT USED
 - NOTE 2: NOT USED
 - NOTE 3: NEW SAMP AND FINISHES
 - NOTE 4: EXISTING SLANG ROOF AND GUTTER TO BE REPAIRED AND NEW WALL AS REQUIRED AND INSTALL NEW INSULATED EXT DOOR
 - NOTE 5: REMOVE EXISTING DOOR AND INSTALL NEW INSULATED EXT DOOR
 - NOTE 6: NEW WINDOW IN EXISTING OPENING
 - NOTE 7: REBUILD OR REPLACE EXISTING WINDOW / PAIR DOOR
 - NOTE 8: NEW WOOD DECK / PLATFORM AND STAIRS (ACCESSIBLE EXT)
 - NOTE 9: NOT USED
 - NOTE 10: NOT USED
 - NOTE 11: NEW OR REPLACE WOOD SHUTTERS



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



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



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



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

- CONSTRUCTION NOTES**
- NOTE 1
NOT USED
 - NOTE 2
NEW RAMP AND RAILINGS
 - NOTE 3
REMOVE EXISTING SLIDING DOOR AND INFILL WALL AS REQUIRED AND INSTALL NEW INSULATED EXT DOOR
 - NOTE 4
REMOVE EXISTING DOOR AND INSTALL NEW INSULATED EXT DOOR
 - NOTE 5
NEW WINDOW IN EXISTING OPENING
 - NOTE 6
REPAIR OR REPLACE EXISTING WINDOW / BARN DOOR
 - NOTE 7
NEW WOOD DECK / PLATFORM AND STAIRS (ACCESSIBLE EXT)
 - NOTE 8
NOTE USED
 - NOTE 9
NOTE USED
 - NOTE 10
NEW OR REPLACE WOOD SHUTTERS



COMMERCIAL SALES AGREEMENT

TOWN NO.
0332-CHICAGO
NORTH

CUSTOMER NO.
135106378

JOB NO.

PO NO.

ESTIMATE NO.
1-5SU3W21

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): Johnson Controls agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. Services to be Provided ("Services")

Alarm monitoring and Notification Services:	No Service Selected
Video Surveillance Services:	No Service Selected
Managed Access Control Services:	No Service Selected
Video Equipment:	No Service Selected
Maintenance Service Plan; Preventive Maintenance/Inspection:	Expert Maintenance and 1 Fire Alarm Inspection PROVIDED
Additional Services:	Other Service or No Service as specified PROVIDED

C. Equipment to be Installed ("Equipment"): Johnson Controls will install, or cause to be installed, the Equipment (or equivalent), as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Johnson Controls at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator Installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Johnson Controls Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Qty	Product Name	Location
1	Honeywell, Fire-Lite Addressable, 50 Point Fire Alarm Control Panel	Near Electrical Panel
2	12V 18AH BATTERY (112-046)	In FACP
4	ADDRESSABLE PULL STATION	Front, Rear Door & 2nd Floor Location
6	Combo SMOKE PHOTO/THERMAL FL WHITE	Above Fire Alarm Panel
2	2-Wire Wall Horn Strobe, Red, 4x4	Front & Rear Exits
2	2-Wire Ceiling Horn Strobe, Red	Bar Area & 2nd Floor
1	Ceiling Strobe, Red	Dining Room
1	Red, outdoor strobe with settings of 15, 15/75, 30, 75, 95, 110 and 115 cd	Outside Door
1	JCI to provide programming, final test and submittal	
1	Test System with Fire Department	
1	CAD Submittals & Drawings	
200	18/2c, SOL, Unshielded, CMP/FPLP, Plenum, Red, 500' Box	Smoke, Pull Station Wire
200	14/2c, SOL, Unshielded, CL3P/FPLP, Plenum, Red, 500' Reel	Horn Strobe Wire
1	Conduit runs, junction boxes to install system to be provided by others.	
1	Standard Permit Fee Included, Any Extra Village Fees Not Included	

D. CHARGES AND ESTIMATED TAX:

1. Installation Charge:

Installation Charge Amount	\$7,105.26
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$7,105.26
Installation Deposit Amount:	\$0.00

2. Annual Service Charge:

Annual Service Charge Amount	\$684.86
* Estimated Tax(es):	\$0.00
TOTAL ANNUAL SERVICE CHARGE:	\$684.86

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

COMMERCIAL SALES PROPOSAL/AGREEMENT

Date: 2/11/2021



Johnson Controls Security Solutions, LLC

Address:
2010 Swift Drive
Oak Brook IL 60523

Attn: George Hamilton
george.hamilton@jci.com
Telephone: 847-813-6168
(Herein called "Johnson Controls")

To: Banbury Fair Inc

211 Railroad Ave
Bartlett, IL 60103

Attn:
(Herein called the "Customer")

Tel. No. :

Johnson Controls proposes to install or cause to be installed the equipment and furnish the services (collectively the "system") indicated herein:

QTY.	DESCRIPTION
	TO BE INSTALLED:
1	Municipal Fire Alarm Radio Communicator Kit
1	12V Back-up Battery
1	Transformer Kit
1	Built-in 2.5db Antenna
	Includes equipment, labor, programming and Municipal Connection.
	Customer shall provide an 110VAC dedicated power circuit to Fire Alarm Panel Location.
	Customer shall provide reverse polarity or dry contact outputs at FACP location.
	Pricing is predicated on the utilization of a standard 2.5db antenna.
	Direct connection to Bartlett Fire Department Via DUCOMM Dispatch
	Maintenance provided on radio equipment only.
	Bill To:
	Any monthly monitoring rate increases shall be set forth by the local Authority Having Jurisdiction.

TYPE of Transaction

Direct Sale (equipment to become property of the Customer upon payment in full of Installation Charge shown below).

OR

System to remain property of Johnson Controls.

Johnson Controls may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of Johnson Controls to collect any charges which have been accrued or may be accrued hereunder.

Services To Be Provided

	P-Provided	NP-Not Provided (Check one)
	P	NP

Central Station Signal - Receiving and Notification	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Fire Alarm	<input type="checkbox"/>	<input checked="" type="checkbox"/> Holdup Alarm
<input type="checkbox"/> Burglar Alarm	<input type="checkbox"/>	<input type="checkbox"/> Duress
<input type="checkbox"/> Supervisory	<input type="checkbox"/>	<input type="checkbox"/> Other

Using:

Digital Communicator*
 Leased Line Telephone Charge:
 Included Not Included
 *Telephone Jack Charges Not Included

Inspections		
Number per year _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Investigator Response		
<input type="checkbox"/> Interior <input type="checkbox"/> Exterior	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Supervised/Scheduled Opening/Closing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Opening/Closing Logging	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Opening/Closing Reports	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other <u>Direct Connection</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If Maintenance Service Is declined, Customer, please Initial here

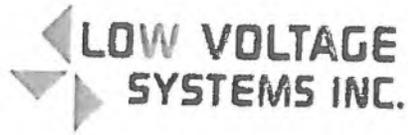
For the sum of \$ 1,499.00 payable 0 upon acceptance of this proposal and the balance payable upon completion of the installation ("Installation Charge") and as a precondition to activation of the system and, if applicable, connection to central station service. In addition for the service(s) to be provided as indicated above, Customer agrees to pay \$ 612.00 per annum, Billed Quarterly in advance for a period of five years effective from the date service is operative under this Agreement. Johnson Controls may invoice Customer for progress billings based upon equipment and/or system components delivered or stored and/or services performed before completion of the system/equipment installation, activation of the system, connection to Johnson Controls' Central Station, or any other service(s). After the five years, this Agreement shall be automatically renewed yearly unless terminated by either party upon written notice at least 30 days prior to the anniversary date. Johnson Controls shall have the right to increase the annual service charge after 1 year. In the event of termination prior to the end of the contract term, the Customer agrees to pay, in addition to any charges for services rendered prior to termination, 90% of the service charge remaining to be paid for the unexpired term of the Agreement as liquidated damages (but not as a penalty). The Customer agrees to pay, in addition to the service charges above, any false alarm assessments, taxes, fees or charges that are imposed by any government body, relating to the installation or service provided under this Agreement and to pay any increase in charges to Johnson Controls for

Customer Acceptance

In accepting Johnson Controls' Proposal, Customer agrees to the terms and conditions contained herein. It is understood that they shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

Customer warrants that the Customer: (1) has requested the equipment/service specified in this Agreement for its own use and not for the benefit of any third party, (2) owns the premises in which the equipment is being installed or that the person signing on behalf of Customer has the authority to engage Johnson Controls to carry out the installation in the premises and (3) will comply with all laws, codes.

870 Eastwind Drive
New Lenox, IL 60451



Phone (815) 463-0700
Fax (815) 463-0600

February 14, 2021

*LE Ptit Restaurant Bar
211 West Railroad Ave
Bartlett, IL*

Dear Bruce

Low Voltage System Inc. is pleased to present this proposal to you. Detailed herein are the qualifications, which were generated during our review of your needs. We will supply labor to install the Following

- 1) 200' 3/4 Red Conduit*
- 2) 24 1900 Boxes/Covers*
- 3) Hardware*

Installed price \$3,200.00

This proposal and the applicable pricing are valid for the period of 90 days from the date of issue indicated above.

Thank you for this opportunity to pursue work with your organization. If I can be of any assistance during your review, please feel to contact me. 815-405-8384

MARU 10:45 AM WED 2/24/21

Woodland Windows_Doors Roselle

Address: 25 West 355 Lake St

ROSELLE, IL 60172

Phone: 6305297445

Fax: 6305297475



Quote

Page 1 of 3

Quote Number: 106

Date: 12/22/2020

Sales Person: Matthew Mariotti

Customer Information

Name: D'LIVIOUS CEPES TAPAS LOUNGE

Address:

Phone 1:

Phone 2:

Fax:

Contact:

Job Name:

Specifications

U.D. = 37-1/2" x 81"; R.O. = 38-1/4" x 81-3/8"

O.M. of Exterior Trim = 40-1/2" x 82-1/2"

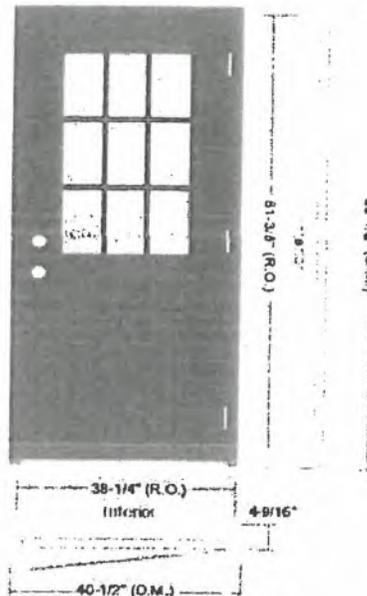


Image is viewed from Exterior!

Lead Time: Call for Lead Time

Comment: 106.

Item Description	Qty
3' 0" x 6' 8" S262-SDLLE Smooth-Star Fiberglass Door w/Simulated Divided Lite Low E Glass - Left Hand Outswing (Ogee 1-1/8" SDL)	1
2-3/4" Backset - Double Bore (2-1/8" Dia. Bore w/Standard 5-1/2" Spacing) w/Faceplate Lockset Latch Prep w/Standard Strike Prep w/Deadbolt 9220 Schlage 1-1/8" x 2-3/4" Strike Prep	1
Set of Brushed Nickel NRP Hinges	1
White Stipple Dura-Tech Frame - 4-9/16" Jamb w/Dura-Tech White Brickmould Exterior Trim (Applied) w/(1)Brushed Nickel Adjustable Strike Plate (for Lockset only)	1
Bronze Compression Weatherstrip	1
Tru-Defense Composite w/Dark Cap - Mill Finish Sill	1
PREFINISH: Paint Door Panel Interior & Exterior 110 ONYX (BLACK) ; Paint Frame Interior and Exterior (and Exterior Trim) 110 ONYX (BLACK)	1
Energy Star Label	1
Tru-Loc Door Anchors - Installed	1
Item Total	\$1,141.22

Distributed by

PALMER DONAVIN

Version #: 1.16-O

Version Date: 10/7/2020

Woodland Windows_Doors Roselle

Address: 25 West 355 Lake St

ROSELLE, IL 60172

Phone: 6305297445

Fax: 6305297475



Quote

Page 2 of 3

Quote Number: 106

Date: 12/22/2020

Sales Person: Matthew Mariotti

Customer Information

Name: D'LIVIOUS CEPES TAPAS LOUNGE

Address:

Phone 1:

Phone 2:

Fax:

Contact:

Job Name:

Specifications

U.D. = 37-1/2" x 81"; R.O. = 38-1/4" x 81-3/8"

O.M. of Exterior Trim = 40-1/2" x 82-1/2"

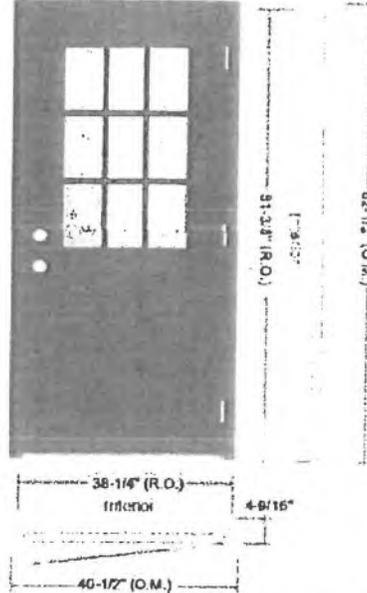


Image is viewed from Exterior!

Lead Time: Call for Lead Time

Comment: 111

Item Description	Qty
3' 0" x 6' 8" S262-SDLLE Smooth-Star Fiberglass Door w/Simulated Divided Lite Low E Glass - Left Hand Outswing (Ogee 1-1/8" SDL)	1
2-3/4" Backset - Double Bore (2-1/8" Dia. Bore w/Standard 5-1/2" Spacing) w/Faceplate Lockset Latch Prep w/Standard Strike Prep w/Deadbolt 9220 Schlage 1-1/8" x 2-3/4" Strike Prep	1
Set of Brushed Nickel NRP Hinges	1
White Stipple Dura-Tech Frame - 4-9/16" Jamb w/Dura-Tech White Brickmould Exterior Trim (Applied) w/(1)Brushed Nickel Adjustable Strike Plate (for Lockset only)	1
Bronze Compression Weatherstrip	1
Tru-Defense Composite w/Dark Cap - Mill Finish Sill	1
PREFINISH: Paint Door Panel Interior & Exterior 110 ONYX (BLACK) ; Paint Frame Interior and Exterior (and Exterior Trim) 110 ONYX (BLACK)	1
Energy Star Label	1
Tru-Loc Door Anchors - Installed	1
Item Total	\$1,141.22

Distributed by:

PALMER DONAVIN

Version #: 1.16-O

Version Date: 10/7/2020

Woodland Windows_Doors Roselle

Address: 25 West 355 Lake St

ROSELLE, IL 60172

Phone: 6305297445

Fax: 6305297475



Quote

Page 3 of 3

Quote Number: 106

Date: 12/22/2020

Sales Person: Matthew Mariotti

Customer Information

Name: D'LIVIOUS CEPES TAPAS LOUNGE

Address:

Phone 1:

Phone 2:

Fax:

Contact:

Job Name:

Specifications

U.D. = 35-1/2" x 81"; R.O. = 36-1/4" x 81-3/8"

O.M. of Exterior Trim = 38-1/2" x 82-1/2"

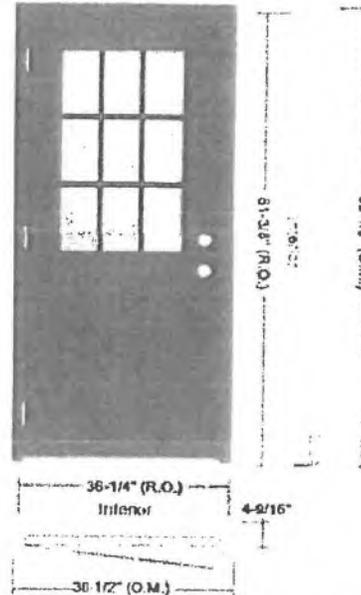


Image is viewed from Exterior!

Lead Time: Call for Lead Time

Comment: 112

Item Description	Qty
2' 10" x 6' 8" S262-SDLLE Smooth-Star Fiberglass Door w/Simulated Divided Lite Low E Glass - Right Hand Outswing (Ogee 1-1/8" SDL)	1
2-3/4" Backset - Double Bore (2-1/8" Dia. Bore w/Standard 5-1/2" Spacing) w/Faceplate Lockset Latch Prep w/Standard Strike Prep w/Deadbolt 9220 Schlage 1-1/8" x 2-3/4" Strike Prep	1
Set of Brushed Nickel NRP Hinges	1
White Stipple Dura-Tech Frame - 4-9/16" Jamb w/Dura-Tech White Brickmould Exterior Trim (Applied) w/(1)Brushed Nickel Adjustable Strike Plate (for Lockset only)	1
Bronze Compression Weatherstrip	1
Tru-Defense Composite w/Dark Cap - Mill Finish Sill	1
PREFINISH: Paint Door Panel Interior & Exterior 110 ONYX (BLACK) ; Paint Frame Interior and Exterior (and Exterior Trim) 110 ONYX (BLACK)	1
Energy Star Label	1
Tru-Loc Door Anchors - Installed	1
Item Total	\$1,141.22

Order Sub Total: \$3,423.66

Tax: \$239.66

Order Total: \$3,663.32

Distributed by:

PALMER & DONAVIN

Version #: 1.16-0

Version Date: 10/7/2020

UNIT SUMMARY

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes.

Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

NUMBER OF LINES: 9		TOTAL UNIT QTY: 9		EXT NET PRICE: USD		7,229.93
LINE	MARK UNIT	PRODUCT LINE	ITEM	NET PRICE	QTY	EXTENDED NET PRICE
1	101	Elevate	Casement Picture RO 62" X 29 1/2" Entered as FS 61" X 29"	778.10	1	778.10
2	102	Elevate	Casement Picture RO 57 1/2" X 35 1/2" Entered as FS 56 1/2" X 35"	787.51	1	787.51
3	103	Elevate	Casement Picture RO 57 1/2" X 35 1/2" Entered as FS 56 1/2" X 35"	787.51	1	787.51
4	104	Elevate	Casement Picture RO 57 1/2" X 35 1/2" Entered as FS 56 1/2" X 35"	787.51	1	787.51
5	105	Elevate	Casement Picture RO 27" X 31 1/2" Entered as FS 26" X 31"	423.85	1	423.85
6	107	Elevate	Casement Picture RO 27" X 31 1/2" Entered as FS 26" X 31"	423.85	1	423.85
8	108	Elevate	Elevate Assembly RO 82" X 34 1/2" Entered as FS 81" X 34"	1,192.56	1	1,192.56
10	110	Elevate	Elevate Assembly RO 73" X 34 1/2" Entered as FS 72" X 34"	1,195.06	1	1,195.06
11	111	Elevate	Elevate Assembly RO 56" X 34 1/2" Entered as FS 55" X 34"	853.98	1	853.98

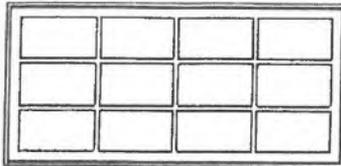
6,034.87

*Options to
 Save 10-12%*

LINE ITEM QUOTES

The following is a schedule of the windows and doors for this project. For additional unit details; please see Line Item Quotes. Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

Line #1	Mark Unit: 101	Net Price:	778.10
Qty: 1		Ext. Net Price:	USD 778.10



As Viewed From The Exterior

Entered As: FS
MO 61 1/2" X 29 1/4"
FS 61" X 29"
RO 62" X 29 1/2"
Egress Information
 No Egress Information available.
Performance Information
 U-Factor: 0.26
 Solar Heat Gain Coefficient: 0.31
 Visible Light Transmittance: 0.52
 Condensation Resistance: 58
 CPD Number: MAR-N-252-01136-00001
 ENERGY STAR: N, NC
Performance Grade
 Licensee #900
 AAMA/WDMA/CSA/101/ I.S.2/A440-08
 LC-PG50 1829X1502 mm (73X59.7 in)
 LC-PG50 DP +50/-50
 FL9690

Stone White Exterior
 Bare Pine Interior
 Elevate Casement Picture
 Frame Size 61" X 29"
 Rough Opening 62" X 29 1/2"
 Stone White Exterior
 Bare Pine Interior
 IG
 Low E2 w/Argon
 Stainless Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Stainless
 Rectangular - Special Cut 4W3H
 Stone White Ext - Bare Int
 4 9/16" Jambes

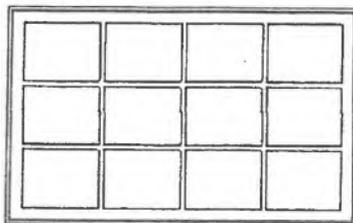
Nailing Fin
 ***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.
 ***Note: Unit Availability and Price is Subject to Change

Initials required

Seller: _____

Buyer: _____

Line #2	Mark Unit: 102	Net Price:	787.51
Qty: 1		Ext. Net Price:	USD 787.51



As Viewed From The Exterior

Entered As: FS
MO 57" X 35 1/4"
FS 56 1/2" X 35"
RO 57 1/2" X 35 1/2"
Egress Information
 No Egress Information available.
Performance Information
 U-Factor: 0.26
 Solar Heat Gain Coefficient: 0.31
 Visible Light Transmittance: 0.52
 Condensation Resistance: 58

Stone White Exterior
 Bare Pine Interior
 Elevate Casement Picture
 Frame Size 56 1/2" X 35"
 Rough Opening 57 1/2" X 35 1/2"
 Stone White Exterior
 Bare Pine Interior
 IG
 Low E2 w/Argon
 Stainless Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Stainless
 Rectangular - Special Cut 4W3H
 Stone White Ext - Bare Int
 4 9/16" Jambes

Nailing Fin
 ***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.
 ***Note: Unit Availability and Price is Subject to Change

Initials required

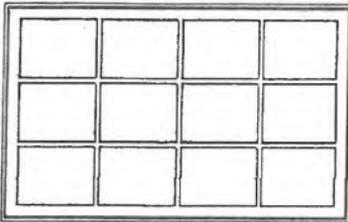
Seller: _____

Buyer: _____

CPD Number: MAR-N-252-01136-00001
 ENERGY STAR: N, NC
Performance Grade
 Licensee #900
 AAMA/WDMA/CSA/101/ I.S.2/A440-08
 LC-PG50 1422X1807 mm (57X71.7 in)
 LC-PG50 DP +50/-50
 FL9690

Line #3	Mark Unit: 103	Net Price:	787.51
Qty: 1		Ext. Net Price:	USD 787.51

MARVIN



As Viewed From The Exterior

Entered As: FS
 MO 57" X 35 1/4"
 FS 56 1/2" X 35"
 RO 57 1/2" X 35 1/2"
Egress Information
 No Egress Information available.
Performance Information
 U-Factor: 0.26
 Solar Heat Gain Coefficient: 0.31
 Visible Light Transmittance: 0.52
 Condensation Resistance: 58
 CPD Number: MAR-N-252-01136-00001
 ENERGY STAR: N, NC
Performance Grade
 Licensee #900
 AAMA/WDMA/CSA/101/ I.S.2/A440-08
 LC-PG50 1422X1807 mm (57X71.7 in)
 LC-PG50 DP +50/-50
 FL9690

Stone White Exterior
 Bare Pine Interior
 Elevate Casement Picture
 Frame Size 56 1/2" X 35"
 Rough Opening 57 1/2" X 35 1/2"
 Stone White Exterior
 Bare Pine Interior
 IG
 Low E2 w/Argon
 Stainless Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Stainless
 Rectangular - Special Cut 4W3H
 Stone White Ext - Bare Int

4 9/16" Jamb
 Nailing Fin

***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.
 ***Note: Unit Availability and Price Is Subject to Change

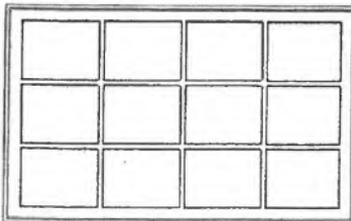
Initials required

Seller: _____

Buyer: _____

Line #4	Mark Unit: 104	Net Price:	787.51
Qty: 1		Ext. Net Price:	USD 787.51

MARVIN



As Viewed From The Exterior

Entered As: FS
 MO 57" X 35 1/4"
 FS 56 1/2" X 35"
 RO 57 1/2" X 35 1/2"
Egress Information
 No Egress Information available.

Stone White Exterior
 Bare Pine Interior
 Elevate Casement Picture
 Frame Size 56 1/2" X 35"
 Rough Opening 57 1/2" X 35 1/2"
 Stone White Exterior
 Bare Pine Interior
 IG
 Low E2 w/Argon
 Stainless Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Stainless
 Rectangular - Special Cut 4W3H
 Stone White Ext - Bare Int

4 9/16" Jamb
 Nailing Fin

***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.
 ***Note: Unit Availability and Price is Subject to Change

Initials required

Performance Information

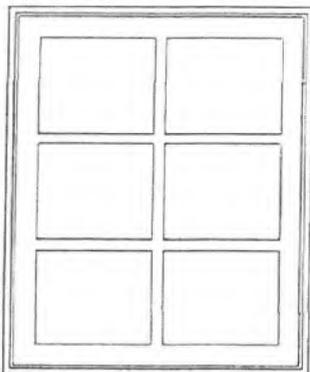
U-Factor: 0.26
 Solar Heat Gain Coefficient: 0.31
 Visible Light Transmittance: 0.52
 Condensation Resistance: 58
 CPD Number: MAR-N-252-01136-00001
 ENERGY STAR: N, NC
Performance Grade
 Licensee #900
 AAMA/WDMA/CSA/101/ I.S.2/A440-08
 LC-PG50 1422X1807 mm (57X71.7 in)
 LC-PG50 DP +50/-50
 FL9690

Seller: _____

Buyer: _____

Line #5	Mark Unit: 105	Net Price:		423.85
Qty: 1		Ext. Net Price:	USD	423.85

MARVIN



As Viewed From The Exterior

Stone White Exterior
 Bare Pine Interior
 Elevate Casement Picture
 Frame Size 26" X 31"
 Rough Opening 27" X 31 1/2"
 Stone White Exterior
 Bare Pine Interior
 IG
 Low E2 w/Argon
 Stainless Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Stainless
 Rectangular - Special Cut 2W3H
 Stone White Ext - Bare Int

4 9/16" Jamb

Nailing Fin

***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.

***Note: Unit Availability and Price is Subject to Change

Initials required

Seller: _____

Buyer: _____

Entered As: FS

MO 26 1/2" X 31 1/4"

FS 26" X 31"

RO 27" X 31 1/2"

Egress Information

No Egress Information available.

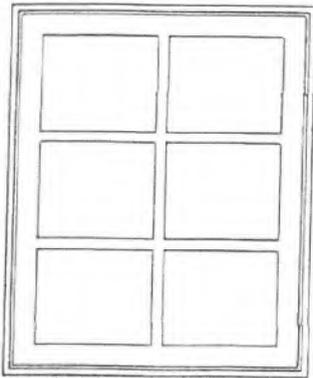
Performance Information

U-Factor: 0.26
 Solar Heat Gain Coefficient: 0.31
 Visible Light Transmittance: 0.52
 Condensation Resistance: 58
 CPD Number: MAR-N-252-01136-00001
 ENERGY STAR: N, NC
Performance Grade
 Licensee #900
 AAMA/WDMA/CSA/101/ I.S.2/A440-08
 LC-PG50 1422X1807 mm (57X71.7 in)
 LC-PG50 DP +50/-50
 FL9690

Line #6	Mark Unit: 107	Net Price:		423.85
Qty: 1		Ext. Net Price:	USD	423.85

MARVIN

Stone White Exterior
 Bare Pine Interior
 Elevate Casement Picture
 Frame Size 26" X 31"
 Rough Opening 27" X 31 1/2"
 Stone White Exterior
 Bare Pine Interior
 IG



As Viewed From The Exterior

Low E2 w/Argon
 Stainless Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Stainless
 Rectangular - Special Cut 2W3H
 Stone White Ext - Bare Int
 4 9/16" Jamb
 Nailing Fin
 ***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.
 ***Note: Unit Availability and Price is Subject to Change

Initials required

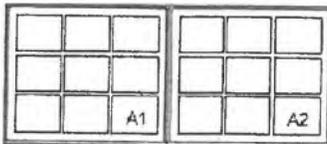
Seller: _____

Buyer: _____

Entered As: FS
 MO 26 1/2" X 31 1/4"
 FS 26" X 31"
 RO 27" X 31 1/2"
Egress Information
 No Egress Information available.
Performance Information
 U-Factor: 0.26
 Solar Heat Gain Coefficient: 0.31
 Visible Light Transmittance: 0.52
 Condensation Resistance: 58
 CPD Number: MAR-N-252-01136-00001
 ENERGY STAR: N, NC
Performance Grade
 Licensee #900
 AAMA/WDMA/CSA/101/ I.S.2/A440-08
 LC-PG50 1422X1807 mm (57X71.7 in)
 LC-PG50 DP +50/-50
 FL9690

Line #8	Mark Unit: 108	Net Price:		1,192.56
Qty: 1		Ext. Net Price:	USD	1,192.56

MARVIN



As Viewed From The Exterior

Stone White Exterior
 Bare Pine Interior
 2W1H - Rectangle Assembly
 Assembly Frame Size
 81" X 34"
 Assembly Rough Opening
 82" X 34 1/2"

Unit: A1
 Elevate Casement Picture
 Basic Frame 40 1/2" X 34"
 Rough Opening 41 1/2" X 34 1/2"
 Stone White Exterior
 Bare Pine Interior
 IG
 Low E2 w/Argon
 Stainless Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Stainless
 Rectangular - Special Cut 3W3H
 Stone White Ext - Bare Int

Unit: A2
 Elevate Casement Picture
 Basic Frame 40 1/2" X 34"
 Rough Opening 41 1/2" X 34 1/2"
 Stone White Exterior
 Bare Pine Interior
 IG
 Low E2 w/Argon
 Stainless Perimeter and Spacer Bar

Entered As: FS
 MO 81 1/2" X 34 1/4"
 FS 81" X 34"
 RO 82" X 34 1/2"
Egress Information A1, A2
 No Egress Information available.
Performance Information A1, A2
 U-Factor: 0.26
 Solar Heat Gain Coefficient: 0.31
 Visible Light Transmittance: 0.52
 Condensation Resistance: 58
 CPD Number: MAR-N-252-01136-00001
 ENERGY STAR: N, NC
Performance Grade A1, A2
 Licensee #900
 AAMA/WDMA/CSA/101/ I.S.2/A440-08
 LC-PG50 1422X1807 mm (57X71.7 in)
 LC-PG50 DP +50/-50
 FL9690

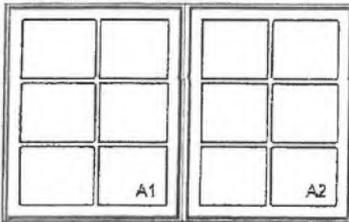
Seller: _____

Buyer: _____

109
~~109~~

Line #11	Mark Unit: 111	Net Price:	853.98
Qty: 1		Ext. Net Price: USD	853.98

MARVIN



As Viewed From The Exterior

Entered As: FS
 MO 55 1/2" X 34 1/4"
 FS 55" X 34"
 RO 56" X 34 1/2"
Egress Information A1, A2
 No Egress Information available.
Performance Information A1, A2
 U-Factor: 0.26
 Solar Heat Gain Coefficient: 0.31
 Visible Light Transmittance: 0.52
 Condensation Resistance: 58
 CPD Number: MAR-N-252-01136-00001
 ENERGY STAR: N, NC
Performance Grade A1, A2
 Licensee #900
 AAMA/WDMA/CSA/101/ I.S.2/A440-08
 LC-PG50 1422X1807 mm (57X71.7 in)
 LC-PG50 DP +50/-50
 FL9690

Stone White Exterior
 Bare Pine Interior
 2W1H - Rectangle Assembly
 Assembly Frame Size
 55" X 34"
 Assembly Rough Opening
 56" X 34 1/2"

Unit: A1
 Elevate Casement Picture
 Basic Frame 27 1/2" X 34"
 Rough Opening 28 1/2" X 34 1/2"
 Stone White Exterior
 Bare Pine Interior
 IG
 Low E2 w/Argon
 Stainless Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Stainless
 Rectangular - Special Cut 2W3H
 Stone White Ext - Bare Int

Unit: A2
 Elevate Casement Picture
 Basic Frame 27 1/2" X 34"
 Rough Opening 28 1/2" X 34 1/2"
 Stone White Exterior
 Bare Pine Interior
 IG
 Low E2 w/Argon
 Stainless Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Stainless
 Rectangular - Special Cut 2W3H
 Stone White Ext - Bare Int

4 9/16" Jamb
 Nailing Fin

***Note: Divided lite cut alignment may not be accurately represented in the DMS drawing. Please consult your local representative for exact specifications.
 ***Note: Unit Availability and Price is Subject to Change

Initials required

Seller: _____

Buyer: _____

Project Subtotal Net Price: USD 7,229.93
 7.000% Sales Tax: USD 506.10
 Project Total Net Price: USD 7,736.03

6034.87
 422.44
 6457.31

Woodland Windows_Doors Roselle

Address: 25 West 355 Lake St

ROSELLE, IL 60172

Phone: 6305297445

Fax: 6305297475



Quote

Page 1 of 3

Quote Number: 106

Date: 12/22/2020

Sales Person: Matthew Mariotti

Customer Information

Name: LE P'TIT RESTO BAR TAPAS

Address:

Phone 1:

Phone 2:

Fax:

Contact:

Job Name:

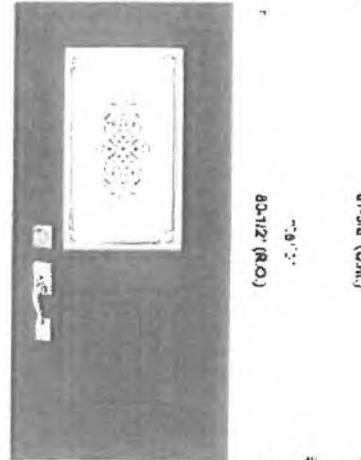
Specifications

U.D. = 35-1/2" x 80-1/8"; R.O. = 36-1/4" x 80-1/2"

O.M. of Exterior Trim = 38-1/2" x 81-5/8"

Lead Time: Call for Lead Time

Comment: 106



36-1/4" (R.O.)
Interior

80-1/2" (R.O.)

81-5/8" (O.M.)

4-9/16"

38-1/2" (O.M.)

Image is viewed from Exterior!

Item Description	Qty
2' 10" x 6' 8" S6043 Smooth-Star Fiberglass Door w/Frosted Images Glass - Left Hand Outswing **PREPPED for Closer Reinforcement	1
2-3/4" Backset - Double Bore (2-1/8" Dia. Bore w/Standard 5-1/2" Spacing) w/Faceplate Lockset Latch Prep w/Standard Strike Prep w/Deadbolt 9220 Schlage 1-1/8" x 2-3/4" Strike Prep	1
Set of Black Nickel NRP Hinges	1
White Stipple Dura-Tech Frame - 4-9/16" Jamb w/Dura-Tech White Brickmould Exterior Trim (Loose) w/(1)Black Nickel Adjustable Strike Plate (for Lockset only)	1
Bronze Compression Weatherstrip	1
Public Access - Bronze Sill	1
Custom Cut 11/16" from Height (Limitations may exist)	1
PREFINISH: Paint Door Panel Interior & Exterior 110 ONYX (BLACK) ; Paint Frame Interior and Exterior (and Exterior Trim) 110 ONYX (BLACK)	1
Schlage - F Series Addison Handleset and Accent Interior Trim w/Satin Nickel (619) Finish ***KEYED ALIKE***	1
Energy Star Label	1
Tru-Loc Door Anchors - Installed	1
Item Total	\$1,945.45

Distributed by:



Version #: 1.18-O
Version Date: 3/16/2021

Woodland Windows_Doors Roselle

Address: 25 West 355 Lake St

ROSELLE, IL 60172

Phone: 6305297445

Fax: 6305297475



Quote

Page 2 of 3

Quote Number: 106

Date: 12/22/2020

Sales Person: Matthew Mariotti

Customer Information

Name: LE P'TIT RESTO BAR TAPAS

Address:

Phone 1:

Phone 2:

Fax:

Contact:

Job Name:

Specifications

U.D. = 35-1/2" x 79-5/8"; R.O. = 36-1/4" x 80"

O.M. of Exterior Trim = 38-1/2" x 81-1/8"

Lead Time: Call for Lead Time

Comment: 112

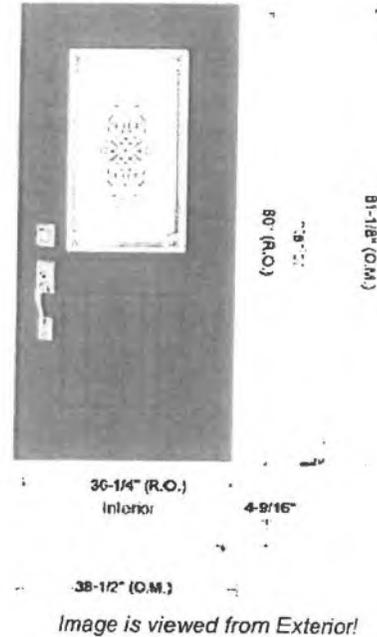


Image is viewed from Exterior!

Item Description	Qty
2' 10" x 6' 8" S6043 Smooth-Star Fiberglass Door w/Frosted Images Glass - Left Hand Outswing **PREPPED for Closer Reinforcement	1
2-3/4" Backset - Double Bore (2-1/8" Dia. Bore w/Standard 5-1/2" Spacing) w/Faceplate Lockset Latch Prep w/Standard Strike Prep w/Deadbolt 9220 Schlage 1-1/8" x 2-3/4" Strike Prep	1
Set of Black Nickel NRP Hinges	1
White Stipple Dura-Tech Frame - 4-9/16" Jamb w/Dura-Tech White Brickmould Exterior Trim (Loose) w/(1)Black Nickel Adjustable Strike Plate (for Lockset only)	1
Bronze Compression Weatherstrip	1
Public Access - Bronze Sill	1
Custom Cut 1-3/16" from Height (Limitations may exist)	1
PREFINISH: Paint Door Panel Interior & Exterior 110 ONYX (BLACK); Paint Frame Interior and Exterior (and Exterior Trim) 110 ONYX (BLACK)	1
Schlage - F Series Addison Handleset and Accent Interior Trim w/Satin Nickel (619) Finish ***KEYED ALIKE***	1
Energy Star Label	1
Tru-Loc Door Anchors - Installed	1
Item Total	\$1,945.45

Distributed by:



Version #: 1.18-0
Version Date: 3/16/2021

Woodland Windows_Doors Roselle

Address: 25 West 355 Lake St

ROSELLE, IL 60172

Phone: 6305297445

Fax: 6305297475



Quote

Page 3 of 3

Quote Number: 106

Date: 12/22/2020

Sales Person: Matthew Mariotti

Customer Information

Name: LE P'TIT RESTO BAR TAPAS

Address:

Phone 1:

Phone 2:

Fax:

Contact:

Job Name:

Specifications

Item Description	Qty
2% CASH/CHECK DISCOUNT	1
Item Total	\$80.00

Order Sub Total: \$3,970.90

Tax: \$277.96

Order Total: \$4,248.86

Version #: 1.18-O

Version Date: 3/16/2021

Distributed by:



Woodland Windows_Doors Roselle

Address: 25 West 355 Lake St

ROSELLE, IL 60172

Phone: 6305297445

Fax: 6305297475



Quote

Page 1 of 3

Quote Number: 106

Date: 12/22/2020

Sales Person: Matthew Mariotti

Customer Information

Name: D'LIVIOUS CEPES TAPAS LOUNGE

Address:

Phone 1:

Phone 2:

Fax:

Contact:

Job Name:

Specifications

U.D. = 37-1/2" x 81"; R.O. = 38-1/4" x 81-3/8"

O.M. of Exterior Trim = 40-1/2" x 82-1/2"



Image is viewed from Exterior!

Lead Time: Call for Lead Time

Comment: 106

Item Description	Qty
3' 0" x 6' 8" S262-SDLLE Smooth-Star Fiberglass Door w/Simulated Divided Lite Low E Glass - Left Hand Outswing (Ogee 1-1/8" SDL)	1
2-3/4" Backset - Double Bore (2-1/8" Dia. Bore w/Standard 5-1/2" Spacing) w/Faceplate Lockset Latch Prep w/Standard Strike Prep w/Deadbolt 9220 Schlage 1-1/8" x 2-3/4" Strike Prep	1
Set of Brushed Nickel NRP Hinges	1
White Stipple Dura-Tech Frame - 4-9/16" Jamb w/Dura-Tech White Brickmould Exterior Trim (Applied) w/(1)Brushed Nickel Adjustable Strike Plate (for Lockset only)	1
Bronze Compression Weatherstrip	1
Tru-Defense Composite w/Dark Cap - Mill Finish Sill	1
PREFINISH: Paint Door Panel Interior & Exterior 110 ONYX (BLACK) ; Paint Frame Interior and Exterior (and Exterior Trim) 110 ONYX (BLACK)	1
Energy Star Label	1
Tru-Loc Door Anchors - Installed	1
Item Total	\$1,141.22

Distributed by:



Version #: 1.16-O
Version Date: 10/7/2020

Woodland Windows_Doors Roselle

Address: 25 West 355 Lake St

ROSELLE, IL 60172

Phone: 6305297445

Fax: 6305297475



Quote

Page 2 of 3

Quote Number: 106

Date: 12/22/2020

Sales Person: Matthew Mariotti

Customer Information

Name: D'LIVIOUS CEPES TAPAS LOUNGE

Address:

Phone 1:

Phone 2:

Fax:

Contact:

Job Name:

Specifications

U.D. = 37-1/2" x 81"; R.O. = 38-1/4" x 81-3/8"

O.M. of Exterior Trim = 40-1/2" x 82-1/2"

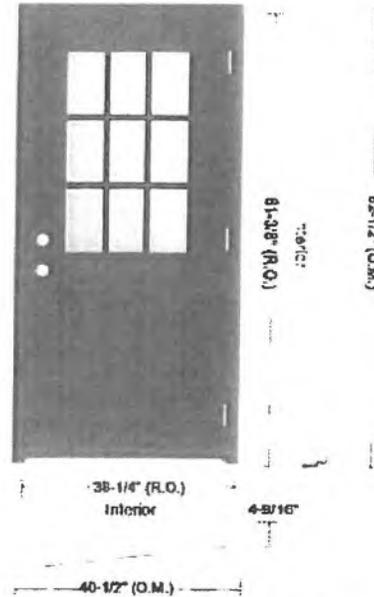


Image is viewed from Exterior!

Lead Time: Call for Lead Time

Comment: 111

Item Description	Qty
3' 0" x 6' 8" S262-SDLLE Smooth-Star Fiberglass Door w/Simulated Divided Lite Low E Glass - Left Hand Outswing (Ogee 1-1/8" SDL)	1
2-3/4" Backset - Double Bore (2-1/8" Dia. Bore w/Standard 5-1/2" Spacing) w/Faceplate Lockset Latch Prep w/Standard Strike Prep w/Deadbolt 9220 Schlage 1-1/8" x 2-3/4" Strike Prep	1
Set of Brushed Nickel NRP Hinges	1
White Stipple Dura-Tech Frame - 4-9/16" Jamb w/Dura-Tech White Brickmould Exterior Trim (Applied) w/(1)Brushed Nickel Adjustable Strike Plate (for Lockset only)	1
Bronze Compression Weatherstrip	1
Tru-Defense Composite w/Dark Cap - Mill Finish Sill	1
PREFINISH: Paint Door Panel Interior & Exterior 110 ONYX (BLACK) ; Paint Frame Interior and Exterior (and Exterior Trim) 110 ONYX (BLACK)	1
Energy Star Label	1
Tru-Loc Door Anchors - Installed	1
Item Total	\$1,141.22

Distributed by:



Version #: 1.16-O
Version Date: 10/7/2020

Woodland Windows_Doors Roselle

Address: 25 West 355 Lake St

ROSELLE, IL 60172

Phone: 6305297445

Fax: 6305297475



Quote

Page 3 of 3

Quote Number: 106

Date: 12/22/2020

Sales Person: Matthew Mariotti

Customer Information

Name: D'LIVIOUS CEPÉS TAPAS LOUNGE

Address:

Phone 1:

Phone 2:

Fax:

Contact:

Job Name:

Specifications

U.D. = 35-1/2" x 81"; R.O. = 36-1/4" x 81-3/8"

O.M. of Exterior Trim = 38-1/2" x 82-1/2"

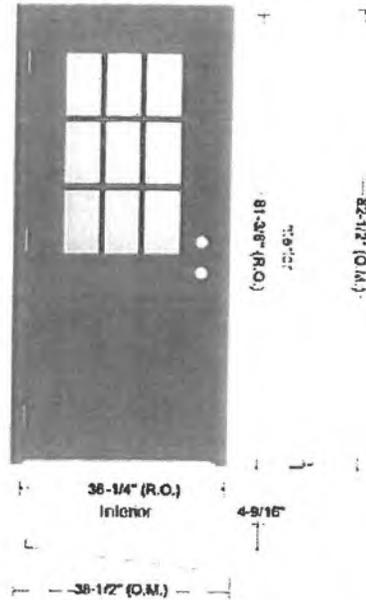


Image is viewed from Exterior!

Lead Time: Call for Lead Time

Comment: 112

Item Description	Qty
2' 10" x 6' 8" S262-SDLLE Smooth-Star Fiberglass Door w/Simulated Divided Lite Low E Glass - Right Hand Outswing (Ogee 1-1/8" SDL)	1
2-3/4" Backset - Double Bore (2-1/8" Dia. Bore w/Standard 5-1/2" Spacing) w/Faceplate Lockset Latch Prep w/Standard Strike Prep w/Deadbolt 9220 Schlage 1-1/8" x 2-3/4" Strike Prep	1
Set of Brushed Nickel NRP Hinges	1
White Stipple Dura-Tech Frame - 4-9/16" Jamb w/Dura-Tech White Brickmould Exterior Trim (Applied)	1
w/(1)Brushed Nickel Adjustable Strike Plate (for Lockset only)	1
Bronze Compression Weatherstrip	1
Tru-Defense Composite w/Dark Cap - Mill Finish Sill	1
PREFINISH: Paint Door Panel Interior & Exterior 110 ONYX (BLACK) ; Paint Frame Interior and Exterior (and Exterior Trim) 110 ONYX (BLACK)	1
Energy Star Label	1
Tru-Loc Door Anchors - Installed	1
Item Total	\$1,141.22

Order Sub Total: \$3,423.66

Tax: \$239.66

Order Total: \$3,663.32

Distributed by:



Version #: 1.16-O

Version Date: 10/7/2020

UNIT SUMMARY

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes.

Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

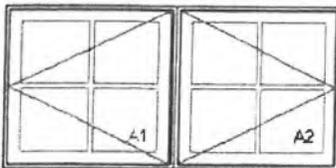
NUMBER OF LINES: 8		TOTAL UNIT QTY: 8		EXT NET PRICE: USD		10,270.80
LINE	MARK UNIT	PRODUCT LINE	ITEM	NET PRICE	QTY	EXTENDED NET PRICE
12	101	Ultimate	Marvin Assembly RO 61" X 29" Entered as RO 61" X 29"	1,375.32	1	1,375.32
13	102	Ultimate	Marvin Assembly RO 56 1/2" X 35" Entered as RO 56 1/2" X 35"	1,424.16	1	1,424.16
14	103	Ultimate	Marvin Assembly RO 56 1/2" X 35" Entered as RO 56 1/2" X 35"	1,424.16	1	1,424.16
15	104	Ultimate	Marvin Assembly RO 56 1/2" X 35" Entered as RO 56 1/2" X 35"	1,424.16	1	1,424.16
16	105	Ultimate	Casement Narrow Frame RO 26" X 31" Entered as RO 26" X 31"	625.37	1	625.37
17	107	Ultimate	Casement Narrow Frame RO 26" X 31" Entered as RO 26" X 31"	625.37	1	625.37
18	108	Ultimate	Marvin Assembly RO 81" X 34" Entered as RO 81" X 34"	1,999.44	1	1,999.44
19	109	Ultimate	Marvin Assembly RO 55" X 34" Entered as RO 55" X 34"	1,372.82	1	1,372.82

LINE ITEM QUOTES

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes. Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

Line #12	Mark Unit: 101	Net Price:	1,375.32
Qty: 1		Ext. Net Price:	USD 1,375.32

MARVIN



As Viewed From The Exterior

Entered As: RO
MO 60 1/2" X 28 3/4"
FS 60" X 28 1/2"
RO 61" X 29"
Egress Information A1, A2
 Width: 22 57/64" Height: 23 25/64"
 Net Clear Opening: 3.72 SqFt
Performance Information A1, A2
 U-Factor: 0.3
 Solar Heat Gain Coefficient: 0.26
 Visible Light Transmittance: 0.44
 Condensation Resistance: 58
 CPD Number: MAR-N-337-01660-00001
 ENERGY STAR: NC
Performance Grade A1, A2
 Licensee #918
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 CW-PG50 914X2442 mm (36X96.13 in)
 CW-PG50 DP +50/-50
 FL10321

Ebony Clad Exterior
 Painted Interior Finish - Designer Black - Pine Interior
 2W1H - Rectangle Assembly
 Assembly Rough Opening
 61" X 29"

Unit: A1

Ultimate Casement Narrow Frame - Left Hand
 Basic Frame 30" X 28 1/2"
 Standard CN Width 30
 Rough Opening 31" X 29"
 0 Degree Frame Bevel
 Ebony Clad Sash Exterior
 Painted Interior Finish - Designer Black - Pine Sash Interior
 IG
 Low E2 w/Argon
 Black Perimeter and Spacer Bar
 Square 7/8" SDL - With Spacer Bar - Black
 Rectangular - Special Cut 2W2H
 Ebony Clad Ext - Painted Interior Finish - Designer Black - Pine Int
 Square Interior Glazing Profile
 Standard Bottom Rail
 Black Weather Strip
 Matte Black Folding Handle
 Matte Black Multi - Point Lock
 Aluminum Screen
 Ebony Surround
 Charcoal Fiberglass Mesh
 ***Screen/Combo Ship Loose

Unit: A2

Ultimate Casement Narrow Frame - Right Hand
 Basic Frame 30" X 28 1/2"
 Standard CN Width 30
 Rough Opening 31" X 29"
 0 Degree Frame Bevel
 Ebony Clad Sash Exterior
 Painted Interior Finish - Designer Black - Pine Sash Interior
 IG
 Low E2 w/Argon
 Black Perimeter and Spacer Bar
 Square 7/8" SDL - With Spacer Bar - Black
 Rectangular - Special Cut 2W2H
 Ebony Clad Ext - Painted Interior Finish - Designer Black - Pine Int
 Square Interior Glazing Profile
 Standard Bottom Rail
 Black Weather Strip
 Matte Black Folding Handle
 Matte Black Multi - Point Lock
 Aluminum Screen
 Ebony Surround
 Charcoal Fiberglass Mesh
 ***Screen/Combo Ship Loose

Standard Mull Charge
 2 3/16" Jambs

Jamb Depth has been changed to 2 3/16". Apply Jamb Extension now if needed.
 Nailing Fin

***Note: This configuration meets a minimum structural performance of DP 20 through either physical testing or calculations in accordance with AAMA 450 and building code requirements. Mull certification ratings may vary from individual unit certification ratings. Reference the mulling chapter of the ADM for

additional information.
 ***Note: Unit Availability and Price is Subject to Change

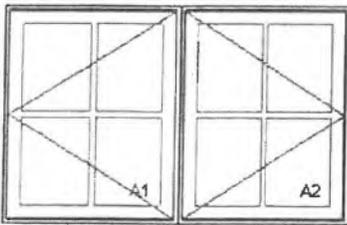
Initials required

Seller: _____

Buyer: _____

Line #13	Mark Unit: 102	Net Price:	1,424.16
Qty: 1		Ext. Net Price: USD	1,424.16

MARVIN



As Viewed From The Exterior

Entered As: RO
MO 56" X 34 3/4"
FS 55 1/2" X 34 1/2"
RO 56 1/2" X 35"
Egress Information A1, A2
 Width: 20 41/64" Height: 29 25/64"
 Net Clear Opening: 4.21 SqFt
Performance Information A1, A2
 U-Factor: 0.3
 Solar Heat Gain Coefficient: 0.26
 Visible Light Transmittance: 0.44
 Condensation Resistance: 58
 CPD Number: MAR-N-337-01660-00001
 ENERGY STAR: NC
Performance Grade A1, A2
 Licensee #918
 AAMA/WDMA/CSA/101/1.S.2/A440-11
 CW-PG50 914X2442 mm (36X96.13 in)
 CW-PG50 DP +50/-50
 FL10321

Ebony Clad Exterior
 Painted Interior Finish - Designer Black - Pine Interior
 2W1H - Rectangle Assembly
 Assembly Rough Opening
 56 1/2" X 35"

Unit: A1
 Ultimate Casement Narrow Frame - Left Hand
 Basic Frame 27 3/4" X 34 1/2"
 Rough Opening 28 3/4" X 35"
 0 Degree Frame Bevel
 Ebony Clad Sash Exterior
 Painted Interior Finish - Designer Black - Pine Sash Interior
 IG
 Low E2 w/Argon
 Black Perimeter and Spacer Bar
 Square 7/8" SDL - With Spacer Bar - Black
 Rectangular - Special Cut 2W2H
 Ebony Clad Ext - Painted Interior Finish - Designer Black - Pine Int
 Square Interior Glazing Profile
 Standard Bottom Rail
 Black Weather Strip
 Matte Black Folding Handle
 Matte Black Multi - Point Lock
 Aluminum Screen
 Ebony Surround
 Charcoal Fiberglass Mesh
 ***Screen/Combo Ship Loose

Unit: A2
 Ultimate Casement Narrow Frame - Right Hand
 Basic Frame 27 3/4" X 34 1/2"
 Rough Opening 28 3/4" X 35"
 0 Degree Frame Bevel
 Ebony Clad Sash Exterior
 Painted Interior Finish - Designer Black - Pine Sash Interior
 IG
 Low E2 w/Argon
 Black Perimeter and Spacer Bar
 Square 7/8" SDL - With Spacer Bar - Black
 Rectangular - Special Cut 2W2H
 Ebony Clad Ext - Painted Interior Finish - Designer Black - Pine Int
 Square Interior Glazing Profile
 Standard Bottom Rail
 Black Weather Strip
 Matte Black Folding Handle
 Matte Black Multi - Point Lock
 Aluminum Screen
 Ebony Surround
 Charcoal Fiberglass Mesh
 ***Screen/Combo Ship Loose

Standard Mull Charge
 2 3/16" Jamb
Jamb Depth has been changed to 2 3/16". Apply Jamb Extension now if needed.
 Nailing Fin

***Note: This configuration meets a minimum structural performance of DP 20 through either physical testing or calculations in accordance with AAMA 450 and building code requirements. Mull certification ratings may vary from individual

unit certification ratings. Reference the mulling chapter of the ADM for additional information.

***Note: Unit Availability and Price is Subject to Change

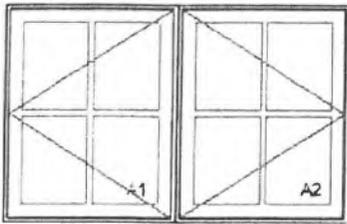
Initials required

Seller: _____

Buyer: _____

Line #14	Mark Unit: 103	Net Price:	1,424.16
Qty: 1		Ext. Net Price:	1,424.16
		USD	

MARVIN



As Viewed From The Exterior

Entered As: RO
MO 56" X 34 3/4"
FS 55 1/2" X 34 1/2"
RO 56 1/2" X 35"
Egress Information A1, A2
 Width: 20 41/64" Height: 29 25/64"
 Net Clear Opening: 4.21 SqFt
Performance Information A1, A2
 U-Factor: 0.3
 Solar Heat Gain Coefficient: 0.26
 Visible Light Transmittance: 0.44
 Condensation Resistance: 58
 CPD Number: MAR-N-337-01660-00001
 ENERGY STAR: NC
Performance Grade A1, A2
 Licensee #918
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 CW-PG50 914X2442 mm (36X96.13 In)
 CW-PG50 DP +50/-50
 FL10321

Ebony Clad Exterior
 Painted Interior Finish - Designer Black - Pine Interior
 2W1H - Rectangle Assembly
 Assembly Rough Opening
 56 1/2" X 35"

Unit: A1

Ultimate Casement Narrow Frame - Left Hand
 Basic Frame 27 3/4" X 34 1/2"
 Rough Opening 28 3/4" X 35"
 0 Degree Frame Bevel
 Ebony Clad Sash Exterior
 Painted Interior Finish - Designer Black - Pine Sash Interior
 IG
 Low E2 w/Argon
 Black Perimeter and Spacer Bar
 Square 7/8" SDL - With Spacer Bar - Black
 Rectangular - Special Cut 2W2H
 Ebony Clad Ext - Painted Interior Finish - Designer Black - Pine Int
 Square Interior Glazing Profile
 Standard Bottom Rail
 Black Weather Strip
 Matte Black Folding Handle
 Matte Black Multi - Point Lock
 Aluminum Screen
 Ebony Surround
 Charcoal Fiberglass Mesh
 ***Screen/Combo Ship Loose

Unit: A2

Ultimate Casement Narrow Frame - Right Hand
 Basic Frame 27 3/4" X 34 1/2"
 Rough Opening 28 3/4" X 35"
 0 Degree Frame Bevel
 Ebony Clad Sash Exterior
 Painted Interior Finish - Designer Black - Pine Sash Interior
 IG
 Low E2 w/Argon
 Black Perimeter and Spacer Bar
 Square 7/8" SDL - With Spacer Bar - Black
 Rectangular - Special Cut 2W2H
 Ebony Clad Ext - Painted Interior Finish - Designer Black - Pine Int
 Square Interior Glazing Profile
 Standard Bottom Rail
 Black Weather Strip
 Matte Black Folding Handle
 Matte Black Multi - Point Lock
 Aluminum Screen
 Ebony Surround
 Charcoal Fiberglass Mesh
 ***Screen/Combo Ship Loose

Standard Mull Charge

2 3/16" Jamb

Jamb Depth has been changed to 2 3/16". Apply Jamb Extension now if needed.

Nailing Fin

***Note: This configuration meets a minimum structural performance of DP 20 through either physical testing or calculations in accordance with AAMA 450 and

building code requirements. Mull certification ratings may vary from individual unit certification ratings. Reference the mulling chapter of the ADM for additional information.

***Note: Unit Availability and Price is Subject to Change

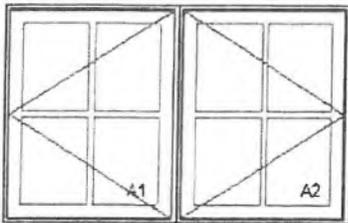
Initials required

Seller: _____

Buyer: _____

Line #15	Mark Unit: 104	Net Price:	1,424.16
Qty: 1		Ext. Net Price: USD	1,424.16

MARVIN



As Viewed From The Exterior

Entered As: RO
 MO 56" X 34 3/4"
 FS 55 1/2" X 34 1/2"
 RO 56 1/2" X 35"
Egress Information A1, A2
 Width: 20 41/64" Height: 29 25/64"
 Net Clear Opening: 4.21 SqFt
Performance Information A1, A2
 U-Factor: 0.3
 Solar Heat Gain Coefficient: 0.26
 Visible Light Transmittance: 0.44
 Condensation Resistance: 58
 CPD Number: MAR-N-337-01660-00001
 ENERGY STAR: NC
Performance Grade A1, A2
 Licensee #918
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 CW-PG50 914X2442 mm (36X96.13 in)
 CW-PG50 DP +50/-50
 FL10321

Ebony Clad Exterior
 Painted Interior Finish - Designer Black - Pine Interior
 2W1H - Rectangle Assembly
 Assembly Rough Opening
 56 1/2" X 35"

Unit: A1

Ultimate Casement Narrow Frame - Left Hand
 Basic Frame 27 3/4" X 34 1/2"
 Rough Opening 28 3/4" X 35"
 0 Degree Frame Bevel
 Ebony Clad Sash Exterior
 Painted Interior Finish - Designer Black - Pine Sash Interior
 IG
 Low E2 w/Argon
 Black Perimeter and Spacer Bar
 Square 7/8" SDL - With Spacer Bar - Black
 Rectangular - Special Cut 2W2H
 Ebony Clad Ext - Painted Interior Finish - Designer Black - Pine Int
 Square Interior Glazing Profile
 Standard Bottom Rail
 Black Weather Strip
 Matte Black Folding Handle
 Matte Black Multi - Point Lock
 Aluminum Screen
 Ebony Surround
 Charcoal Fiberglass Mesh
 ***Screen/Combo Ship Loose

Unit: A2

Ultimate Casement Narrow Frame - Right Hand
 Basic Frame 27 3/4" X 34 1/2"
 Rough Opening 28 3/4" X 35"
 0 Degree Frame Bevel
 Ebony Clad Sash Exterior
 Painted Interior Finish - Designer Black - Pine Sash Interior
 IG
 Low E2 w/Argon
 Black Perimeter and Spacer Bar
 Square 7/8" SDL - With Spacer Bar - Black
 Rectangular - Special Cut 2W2H
 Ebony Clad Ext - Painted Interior Finish - Designer Black - Pine Int
 Square Interior Glazing Profile
 Standard Bottom Rail
 Black Weather Strip
 Matte Black Folding Handle
 Matte Black Multi - Point Lock
 Aluminum Screen
 Ebony Surround
 Charcoal Fiberglass Mesh
 ***Screen/Combo Ship Loose

Standard Mull Charge

2 3/16" Jamb

Jamb Depth has been changed to 2 3/16". Apply Jamb Extension now if needed.

Nailing Fin

***Note: This configuration meets a minimum structural performance of DP 20

through either physical testing or calculations in accordance with AAMA 450 and building code requirements. Mull certification ratings may vary from individual unit certification ratings. Reference the mulling chapter of the ADM for additional information.
 ***Note: Unit Availability and Price is Subject to Change

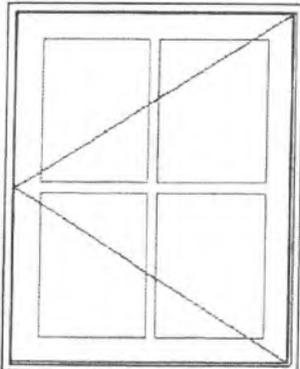
Initials required

Seller: _____

Buyer: _____

Line #16	Mark Unit: 105	Net Price:	625.37
Qty: 1		Ext. Net Price:	USD 625.37

MARVIN



As Viewed From The Exterior

Entered As: RO
MO 25 1/2" X 30 3/4"
FS 25" X 30 1/2"
RO 26" X 31"
Egress Information
 Width: 17 57/64" Height: 25 25/64"
 Net Clear Opening: 3.15 SqFt
Performance Information
 U-Factor: 0.3
 Solar Heat Gain Coefficient: 0.26
 Visible Light Transmittance: 0.44
 Condensation Resistance: 58
 CPD Number: MAR-N-337-01660-00001
 ENERGY STAR: NC
Performance Grade
 Licensee #918
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 CW-PG50 914X2442 mm (36X96.13 in)
 CW-PG50 DP +50/-50
 FL10321

Ebony Clad Exterior
 Painted Interior Finish - Designer Black - Pine Interior
 Ultimate Casement Narrow Frame - Left Hand
 Rough Opening 26" X 31"
 Frame Size 25" X 30 1/2"
 0 Degree Frame Bevel
 Ebony Clad Sash Exterior
 Painted Interior Finish - Designer Black - Pine Sash Interior
 IG
 Low E2 w/Argon
 Black Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Black
 Rectangular - Special Cut 2W2H
 Ebony Clad Ext - Painted Interior Finish - Designer Black - Pine Int
 Ogee Interior Glazing Profile
 Standard Bottom Rail
 Black Weather Strip
 Matte Black Folding Handle
 Matte Black Multi - Point Lock
 Aluminum Screen
 Ebony Surround
 Charcoal Fiberglass Mesh
 ***Screen/Combo Ship Loose
 2 3/16" Jamb
 Nalling Fin
 ***Note: Unit Availability and Price is Subject to Change

Initials required

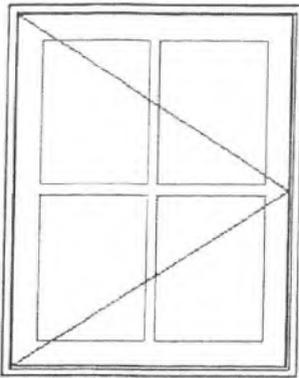
Seller: _____

Buyer: _____

Line #17	Mark Unit: 107	Net Price:	625.37
Qty: 1		Ext. Net Price:	USD 625.37

MARVIN

Ebony Clad Exterior
 Painted Interior Finish - Designer Black - Pine Interior
 Ultimate Casement Narrow Frame - Right Hand
 Rough Opening 26" X 31"
 Frame Size 25" X 30 1/2"
 0 Degree Frame Bevel
 Ebony Clad Sash Exterior
 Painted Interior Finish - Designer Black - Pine Sash Interior



As Viewed From The Exterior

Entered As: RO
MO 25 1/2" X 30 3/4"
FS 25" X 30 1/2"
RO 26" X 31"
Egress Information
 Width: 17 57/64" Height: 25 25/64"
 Net Clear Opening: 3.15 SqFt
Performance Information
 U-Factor: 0.3
 Solar Heat Gain Coefficient: 0.26
 Visible Light Transmittance: 0.44
 Condensation Resistance: 58
 CPD Number: MAR-N-337-01660-00001
 ENERGY STAR: NC
Performance Grade
 Licensee #918
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 CW-PG50 914X2442 mm (36X96.13 in)
 CW-PG50 DP +50/-50
 FL10321

IG
 Low E2 w/Argon
 Black Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Black
 Rectangular - Special Cut 2W2H
 Ebony Clad Ext - Painted Interior Finish - Designer Black - Pine Int
 Ogee Interior Glazing Profile
 Standard Bottom Rail
 Black Weather Strip
 Matte Black Folding Handle
 Matte Black Multi - Point Lock
 Aluminum Screen
 Ebony Surround
 Charcoal Fiberglass Mesh
 ***Screen/Combo Ship Loose
 2 3/16" Jamb
 Nailing Fin
 ***Note: Unit Availability and Price is Subject to Change

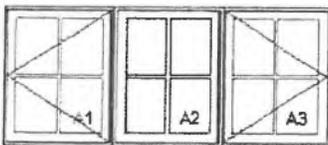
Initials required

Seller: _____

Buyer: _____

Line #18	Mark Unit: 108	Net Price:		1,999.44
Qty: 1		Ext. Net Price:	USD	1,999.44

MARVIN



As Viewed From The Exterior

Entered As: RO
MO 80 1/2" X 33 3/4"
FS 80" X 33 1/2"
RO 81" X 34"
Egress Information A1, A3
 Width: 19 9/16" Height: 28 25/64"
 Net Clear Opening: 3.86 SqFt
Egress Information A2
 No Egress Information available.
Performance Information A1, A2, A3
 U-Factor: 0.3
 Solar Heat Gain Coefficient: 0.26
 Visible Light Transmittance: 0.44
 Condensation Resistance: 58
 CPD Number: MAR-N-337-01660-00001
 ENERGY STAR: NC
Performance Grade A1
 Licensee #918
 AAMA/WDMA/CSA/101/I.S.2/A440-11

Ebony Clad Exterior
 Painted Interior Finish - Designer Black - Pine Interior
 3W1H - Rectangle Assembly
 Assembly Rough Opening
 81" X 34"

Unit: A1

Ultimate Casement Narrow Frame - Left Hand
 Basic Frame 26 43/64" X 33 1/2"
 Rough Opening 27 43/64" X 34"
 0 Degree Frame Bevel
 Ebony Clad Sash Exterior
 Painted Interior Finish - Designer Black - Pine Sash Interior
 IG
 Low E2 w/Argon
 Black Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Black
 Rectangular - Special Cut 2W2H
 Ebony Clad Ext - Painted Interior Finish - Designer Black - Pine Int
 Ogee Interior Glazing Profile
 Standard Bottom Rail
 Black Weather Strip
 Matte Black Folding Handle
 Matte Black Multi - Point Lock
 Aluminum Screen
 Ebony Surround
 Charcoal Fiberglass Mesh
 ***Screen/Combo Ship Loose

CW-PG50 914X2442 mm (36X96.13 in)
 CW-PG50 DP +50/-50
 FL10321
Performance Grade A2
 Licensee #918
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 CW-PG50 914X2442 mm (36X96.13 in)
 CW-PG50 DP +50/-50
 FL10321
Performance Grade A3
 Licensee #918
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 CW-PG50 914X2442 mm (36X96.13 in)
 CW-PG50 DP +50/-50
 FL10321
Performance Grade Mull
 Licensee #917
 AAMA 450-10
 LC-PG50 1502X1524 mm (60X59.12 in)
 LC-PG50 DP 60
 FL13150
Performance Grade Overall Assembly
 LC-PG50 DP

Unit: A2
 Ultimate Casement Narrow Frame - Stationary
 Basic Frame 26 43/64" X 33 1/2"
 Rough Opening 27 43/64" X 34"
 0 Degree Frame Bevel
 Ebony Clad Sash Exterior
 Painted Interior Finish - Designer Black - Pine Sash Interior
 IG
 Low E2 w/Argon
 Black Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Black
 Rectangular - Special Cut 2W2H
 Ebony Clad Ext - Painted Interior Finish - Designer Black - Pine Int
 Ogee Interior Glazing Profile
 Standard Bottom Rail
 Black Weather Strip
 Solid Wood Covers

Unit: A3
 Ultimate Casement Narrow Frame - Right Hand
 Basic Frame 26 43/64" X 33 1/2"
 Rough Opening 27 43/64" X 34"
 0 Degree Frame Bevel
 Ebony Clad Sash Exterior
 Painted Interior Finish - Designer Black - Pine Sash Interior
 IG
 Low E2 w/Argon
 Black Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Black
 Rectangular - Special Cut 2W2H
 Ebony Clad Ext - Painted Interior Finish - Designer Black - Pine Int
 Ogee Interior Glazing Profile
 Standard Bottom Rail
 Black Weather Strip
 Matte Black Folding Handle
 Matte Black Multi - Point Lock
 Aluminum Screen
 Ebony Surround
 Charcoal Fiberglass Mesh
 ***Screen/Combo Ship Loose
 Standard Mull Charge
 2 3/16" Jamb
Jamb Depth has been changed to 2 3/16". Apply Jamb Extension now if needed.
 Nailing Fin
 ***Note: This configuration meets a minimum structural performance of DP 20 through either physical testing or calculations in accordance with AAMA 450 and building code requirements. Mull certification ratings may vary from individual unit certification ratings. Reference the mulling chapter of the ADM for additional information.
 ***Note: Unit Availability and Price is Subject to Change

Initials required

Seller: _____

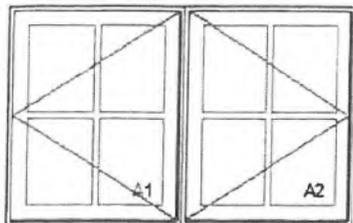
Buyer: _____

Line #19	Mark Unit: 109	Net Price:	1,372.82
Qty: 1		Ext. Net Price:	1,372.82
		USD	

MARVIN

Ebony Clad Exterior
 Painted Interior Finish - Designer Black - Pine Interior
 2W1H - Rectangle Assembly
 Assembly Rough Opening
 55" X 34"

Unit: A1
 Ultimate Casement Narrow Frame - Left Hand
 Basic Frame 27" X 33 1/2"
 Rough Opening 28" X 34"



As Viewed From The Exterior

Entered As: RO
MO 54 1/2" X 33 3/4"
FS 54" X 33 1/2"
RO 55" X 34"
Egress Information A1, A2
 Width: 19 57/64" Height: 28 25/64"
 Net Clear Opening: 3.92 SqFt
Performance Information A1, A2
 U-Factor: 0.3
 Solar Heat Gain Coefficient: 0.26
 Visible Light Transmittance: 0.44
 Condensation Resistance: 58
 CPD Number: MAR-N-337-01660-00001
 ENERGY STAR: NC
Performance Grade A1, A2
 Licensee #918
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 CW-PG50 914X2442 mm (36X96.13 in)
 CW-PG50 DP +50/-50
 FL10321

0 Degree Frame Bevel
 Ebony Clad Sash Exterior
 Painted Interior Finish - Designer Black - Pine Sash Interior
 IG
 Low E2 w/Argon
 Black Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Black
 Rectangular - Special Cut 2W2H
 Ebony Clad Ext - Painted Interior Finish - Designer Black - Pine Int
 Ogee Interior Glazing Profile
 Standard Bottom Rail
 Black Weather Strip
 Matte Black Folding Handle
 Matte Black Multi - Point Lock
 Aluminum Screen
 Ebony Surround
 Charcoal Fiberglass Mesh
 ***Screen/Combo Ship Loose

Unit: A2
 Ultimate Casement Narrow Frame - Right Hand
 Basic Frame 27" X 33 1/2"
 Rough Opening 28" X 34"
 0 Degree Frame Bevel
 Ebony Clad Sash Exterior
 Painted Interior Finish - Designer Black - Pine Sash Interior
 IG
 Low E2 w/Argon
 Black Perimeter and Spacer Bar
 7/8" SDL - With Spacer Bar - Black
 Rectangular - Special Cut 2W2H
 Ebony Clad Ext - Painted Interior Finish - Designer Black - Pine Int
 Ogee Interior Glazing Profile
 Standard Bottom Rail
 Black Weather Strip
 Matte Black Folding Handle
 Matte Black Multi - Point Lock
 Aluminum Screen
 Ebony Surround
 Charcoal Fiberglass Mesh
 ***Screen/Combo Ship Loose
 Standard Mull Charge
 2 3/16" Jamb
Jamb Depth has been changed to 2 3/16". Apply Jamb Extension now if needed.
 Nailing Fin
 ***Note: This configuration meets a minimum structural performance of DP 20 through either physical testing or calculations in accordance with AAMA 450 and building code requirements. Mull certification ratings may vary from individual unit certification ratings. Reference the mulling chapter of the ADM for additional information.
 ***Note: Unit Availability and Price is Subject to Change

Initials required

Seller: _____

Buyer: _____

Project Subtotal Net Price: USD	10,270.80
7.000% Sales Tax: USD	718.96
Project Total Net Price: USD	10,989.76

PURCHASE APPROVAL/SIGN OFF

Project Subtotal Net Price: USD 10,270.80
7.000% Sales Tax: USD 718.96
Project Total Net Price: USD 10,989.76

I have reviewed all line item quotes in detail and agree that the product specifications and pricing are accurate, and I approve the project for order. I acknowledge that additional charges, tax or Terms and Conditions may apply.

BUYER:

Signature: _____

Title: _____

Date: _____

UNIT SUMMARY

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes.

Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

NUMBER OF LINES: 11

TOTAL UNIT QTY: 11

EXT NET PRICE: USD 9,098.39

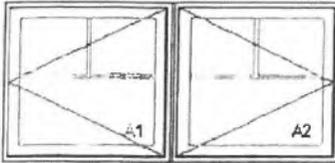
LINE	MARK UNIT	PRODUCT LINE	ITEM	NET PRICE	QTY	EXTENDED NET PRICE
1	101	Essential	Essential Assembly RO 60 1/2" X 28 1/2" Entered as FS 60" X 26"	954.30	1	954.30
2	102	Essential	Essential Assembly RO 55 3/4" X 35" Entered as FS 55 1/4" X 34 1/2"	890.34	1	890.34
3	103	Essential	Essential Assembly RO 54 7/8" X 35" Entered as FS 54 3/8" X 34 1/2"	890.34	1	890.34
4	104	Essential	Essential Assembly RO 55 1/4" X 35" Entered as FS 54 3/4" X 34 1/2"	890.34	1	890.34
5	105	Essential	Casement Picture RO 25 1/2" X 31" Entered as FS 25" X 30 1/2"	378.71	1	378.71
6	107	Essential	Casement Picture RO 25 1/2" X 31" Entered as FS 25" X 30 1/2"	378.71	1	378.71
7	108	Essential	Essential Assembly RO 80 1/4" X 33 1/4" Entered as FS 79 3/4" X 32 3/4"	1,275.95	1	1,275.95
8	109	Essential	Essential Assembly RO 66 1/2" X 38 1/4" Entered as FS 66" X 37 3/4"	1,354.33	1	1,354.33
9	110	Essential	Essential Assembly RO 54 1/4" X 33" Entered as FS 53 3/4" X 32 1/2"	890.34	1	890.34
10	111	Essential	Sliding Patio Door CN 6068 RO 72" X 80" Entered as CN 6068	1,380.03	1	1,380.03
11	2% CASH/CHECK DISCOUNT	Non-Marvin	Materials 2% CASH/CHECK DISCOUNT	-185.00	1	-185.00

LINE ITEM QUOTES

The following is a schedule of the windows and doors for this project. For additional unit details, please see Line Item Quotes. Additional charges, tax or Terms and Conditions may apply. Detail pricing is per unit.

Line #1	Mark Unit: 101	Net Price:	954.30
Qty: 1		Ext. Net Price: USD	954.30

MARVIN



As Viewed From The Exterior

Entered As: FS
MO 60 1/2" X 28 1/4"
FS 60" X 28"
RO 60 1/2" X 28 1/2"
Egress Information A1, A2
 Width: 20 59/64" Height: 22 13/16"
 Net Clear Opening: 3.32 SqFt
Performance Information A1, A2
 U-Factor: 0.29
 Solar Heat Gain Coefficient: 0.27
 Visible Light Transmittance: 0.45
 Condensation Resistance: 59
 CPD Number: MAR-N-375-00206-00001
 ENERGY STAR: NC
Performance Grade A1, A2
 Licensee #1034
 AAMA/WDMA/CSA/101/1.S.2/A440-11
 LC-PG40 902X864 mm (35.5X34 in)
 LC-PG40 DP +40/-40
 FL13631

Ebony Exterior
 Ebony Interior
 2W1H - Rectangle Assembly
 Assembly Frame Size
 60" X 28"
 Assembly Rough Opening
 60 1/2" X 28 1/2"

Unit: A1
 Essential Casement - Left Hand
 Basic Frame 29 3/4" X 28"
 Rough Opening 30 1/4" X 28 1/2"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H
 3 Rect Lites
 10" DLO Height
 Ebony Ext - Ebony Int
 Matte Black Folding Handle
 Interior Aluminum Screen
 Charcoal Fiberglass Mesh
 Ebony Surround
 ***Screen/Combo Ship Loose

Unit: A2
 Essential Casement - Right Hand
 Basic Frame 29 3/4" X 28"
 Rough Opening 30 1/4" X 28 1/2"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H
 3 Rect Lites
 10" DLO Height
 Ebony Ext - Ebony Int
 Matte Black Folding Handle
 Interior Aluminum Screen
 Charcoal Fiberglass Mesh
 Ebony Surround
 **Screen/Combo Ship Loose

Vertical Space Mull 1/2"
 2" Jamb
 Nailing Fin with 4" Structural Brackets
 ***Note: This configuration is not certified for air, structural or water performance.
 ***Note: Essential rough openings are 1/2" greater than overall frame size width and 1/2" greater than frame size height. Please take note of this when ordering Essential custom sized units.
 ***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.
 ***Note: Unit Availability and Price is Subject to Change

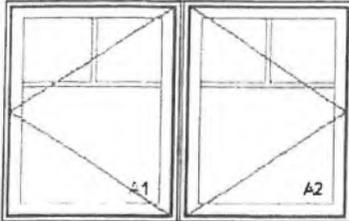
Initials required

Seller: _____

Buyer: _____

Line #2	Mark Unit: 102	Net Price:	890.34
Qty: 1		Ext. Net Price:	USD 890.34

MARVIN



As Viewed From The Exterior

Entered As: FS
MO 55 3/4" X 34 3/4"
FS 55 1/4" X 34 1/2"
RO 55 3/4" X 35"
Egress Information A1, A2
 Width: 18 35/64" Height: 29 5/16"
 Net Clear Opening: 3.78 SqFt
Performance Information A1, A2
 U-Factor: 0.29
 Solar Heat Gain Coefficient: 0.27
 Visible Light Transmittance: 0.45
 Condensation Resistance: 59
 CPD Number: MAR-N-375-00206-00001
 ENERGY STAR: NC
Performance Grade A1, A2
 Licensee #1034
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 LC-PG40 699X1816 mm (27.4X71.5 in)
 LC-PG40 DP +40/-40
 FL13631

Ebony Exterior
 Ebony Interior
 2W1H - Rectangle Assembly
 Assembly Frame Size
 55 1/4" X 34 1/2"
 Assembly Rough Opening
 55 3/4" X 35"

Unit: A1
 Essential Casement - Left Hand
 Basic Frame 27 3/8" X 34 1/2"
 Rough Opening 27 7/8" X 35"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H
 3 Rect Lites
 10" DLO Height
 Ebony Ext - Ebony Int
 Matte Black Folding Handle
 Interior Aluminum Screen
 Charcoal Fiberglass Mesh
 Ebony Surround
 ***Screen/Combo Ship Loose

Unit: A2
 Essential Casement - Right Hand
 Basic Frame 27 3/8" X 34 1/2"
 Rough Opening 27 7/8" X 35"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H
 3 Rect Lites
 10" DLO Height
 Ebony Ext - Ebony Int
 Matte Black Folding Handle
 Interior Aluminum Screen
 Charcoal Fiberglass Mesh
 Ebony Surround
 ***Screen/Combo Ship Loose

Vertical Space Mull 1/2"
 2" Jamb
 Nailing Fin with 4" Structural Brackets
 ***Note: Essential rough openings are 1/2" greater than overall frame size width and 1/2" greater than frame size height. Please take note of this when ordering Essential custom sized units.
 ***Note: This configuration is not certified for air, structural or water performance.
 ***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.
 ***Note: Unit Availability and Price is Subject to Change

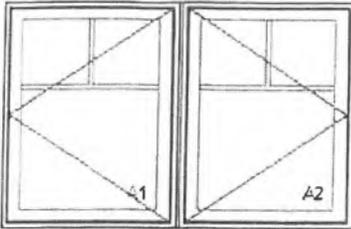
Initials required

Seller: _____

Buyer: _____

Line #3	Mark Unit: 103	Net Price:	890.34
Qty: 1		Ext. Net Price:	USD 890.34

MARVIN



As Viewed From The Exterior

Entered As: FS
MO 54 7/8" X 34 3/4"
FS 54 3/8" X 34 1/2"
RO 54 7/8" X 35"
Egress Information A1, A2
 Width: 18 7/64" Height: 29 5/16"
 Net Clear Opening: 3.69 SqFt
Performance Information A1, A2
 U-Factor: 0.29
 Solar Heat Gain Coefficient: 0.27
 Visible Light Transmittance: 0.45
 Condensation Resistance: 59
 CPD Number: MAR-N-375-00206-00001
 ENERGY STAR: NC
Performance Grade A1, A2
 Licensee #1034
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 LC-PG40 699X1816 mm (27.4X71.5 in)
 LC-PG40 DP +40/-40
 FL13631

Ebony Exterior
 Ebony Interior
 2W1H - Rectangle Assembly
 Assembly Frame Size
 54 3/8" X 34 1/2"
 Assembly Rough Opening
 54 7/8" X 35"

Unit: A1
 Essential Casement - Left Hand
 Basic Frame 26 15/16" X 34 1/2"
 Rough Opening 27 7/16" X 35"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H
 3 Rect Lites
 10" DLO Height
 Ebony Ext - Ebony Int
 Matte Black Folding Handle
 Interior Aluminum Screen
 Charcoal Fiberglass Mesh
 Ebony Surround
 ***Screen/Combo Ship Loose

Unit: A2
 Essential Casement - Right Hand
 Basic Frame 26 15/16" X 34 1/2"
 Rough Opening 27 7/16" X 35"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H
 3 Rect Lites
 10" DLO Height
 Ebony Ext - Ebony Int
 Matte Black Folding Handle
 Interior Aluminum Screen
 Charcoal Fiberglass Mesh
 Ebony Surround
 ***Screen/Combo Ship Loose

Vertical Space Mull 1/2"
 2" Jamb

Nailing Fin with 4" Structural Brackets

***Note: Essential rough openings are 1/2" greater than overall frame size width and 1/2" greater than frame size height. Please take note of this when ordering Essential custom sized units.

***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.

***Note: This configuration is not certified for air, structural or water performance.

***Note: Unit Availability and Price is Subject to Change

Initials required

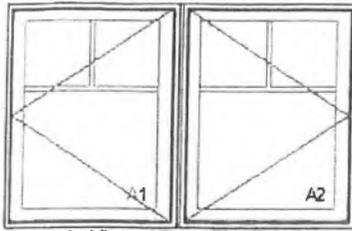
Seller: _____

Buyer: _____

Line #4	Mark Unit: 104	Net Price:	890.34
Qty: 1		Ext. Net Price:	890.34
		USD	

MARVIN

Ebony Exterior
 Ebony Interior
 2W1H - Rectangle Assembly
 Assembly Frame Size



As Viewed From The Exterior

Entered As: FS
MO 55 1/4" X 34 3/4"
FS 54 3/4" X 34 1/2"
RO 55 1/4" X 35"
Egress Information A1, A2
 Width: 18 19/64" Height: 29 5/16"
 Net Clear Opening: 3.73 SqFt
Performance Information A1, A2
 U-Factor: 0.29
 Solar Heat Gain Coefficient: 0.27
 Visible Light Transmittance: 0.45
 Condensation Resistance: 59
 CPD Number: MAR-N-375-00206-00001
 ENERGY STAR: NC
Performance Grade A1, A2
 Licensee #1034
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 LC-PG40 699X1816 mm (27.4X71.5 in)
 LC-PG40 DP +40/-40
 FL13631

54 3/4" X 34 1/2"
 Assembly Rough Opening
 55 1/4" X 35"
 Unit: A1
 Essential Casement - Left Hand
 Basic Frame 27 1/8" X 34 1/2"
 Rough Opening 27 5/8" X 35"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H
 3 Rect Lites
 10" DLO Height
 Ebony Ext - Ebony Int
 Matte Black Folding Handle
 Interior Aluminum Screen
 Charcoal Fiberglass Mesh
 Ebony Surround
 ***Screen/Combo Ship Loose

Unit: A2
 Essential Casement - Right Hand
 Basic Frame 27 1/8" X 34 1/2"
 Rough Opening 27 5/8" X 35"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H
 3 Rect Lites
 10" DLO Height
 Ebony Ext - Ebony Int
 Matte Black Folding Handle
 Interior Aluminum Screen
 Charcoal Fiberglass Mesh
 Ebony Surround
 ***Screen/Combo Ship Loose
 Vertical Space Mull 1/2"

2" Jamb
 Nailing Fin with 4" Structural Brackets
 ***Note: Essential rough openings are 1/2" greater than overall frame size width and 1/2" greater than frame size height. Please take note of this when ordering Essential custom sized units.
 ***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.
 ***Note: This configuration is not certified for air, structural or water performance.
 ***Note: Unit Availability and Price is Subject to Change

Initials required

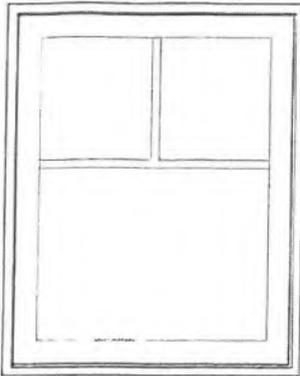
Seller: _____

Buyer: _____

Line #5	Mark Unit: 105	Net Price:	378.71
Qty: 1		Ext. Net Price:	378.71
		USD	

MARVIN

Ebony Exterior
 Ebony Interior
 Essential Casement Picture
 Frame Size 25" X 30 1/2"
 Rough Opening 25 1/2" X 31"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H



As Viewed From The Exterior

3 Rect Lites
 10" DLO Height
 Ebony Ext - Ebony Int

2" Jamb
 Nailing Fin

***Note: Essential rough openings are 1/2" greater than overall frame size width and 1/2" greater than frame size height. Please take note of this when ordering Essential custom sized units.

***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.

***Note: Unit Availability and Price is Subject to Change

Initials required

Seller: _____

Buyer: _____

Entered As: FS

MO 25 1/2" X 30 3/4"

FS 25" X 30 1/2"

RO 25 1/2" X 31"

Egress Information

No Egress Information available.

Performance Information

U-Factor: 0.27

Solar Heat Gain Coefficient: 0.3

Visible Light Transmittance: 0.51

Condensation Resistance: 58

CPD Number: MAR-N-376-00370-00001

ENERGY STAR: N, NC

Performance Grade

Licensee #1039

AAMA/WDMA/CSA/101/I.S.2/A440-11

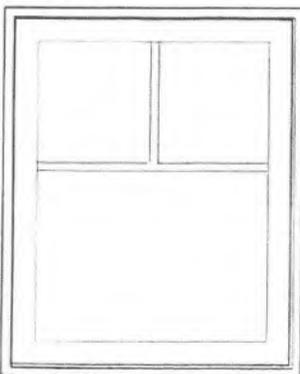
LC-PG40 1816X1816 mm (71.5X71.5 in)

LC-PG40 DP +40/-40

FL13632

Line #6	Mark Unit: 107	Net Price:	378.71
Qty: 1		Ext. Net Price:	378.71
		USD	

MARVIN



As Viewed From The Exterior

Ebony Exterior

Ebony Interior

Essential Casement Picture

Frame Size 25" X 30 1/2"

Rough Opening 25 1/2" X 31"

IG

Low E2 w/Argon

Stainless Perimeter Bar

GBG

Cottage 2W1H

3 Rect Lites

10" DLO Height

Ebony Ext - Ebony Int

2" Jamb

Nailing Fin

***Note: Essential rough openings are 1/2" greater than overall frame size width and 1/2" greater than frame size height. Please take note of this when ordering Essential custom sized units.

***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.

***Note: Unit Availability and Price is Subject to Change

Initials required

Seller: _____

Buyer: _____

Entered As: FS

MO 25 1/2" X 30 3/4"

FS 25" X 30 1/2"

RO 25 1/2" X 31"

Egress Information

No Egress Information available.

Performance Information

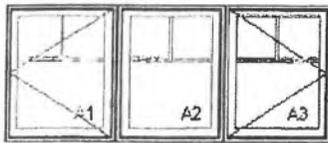
U-Factor: 0.27

Solar Heat Gain Coefficient: 0.3

Visible Light Transmittance: 0.51
 Condensation Resistance: 58
 CPD Number: MAR-N-376-00370-00001
 ENERGY STAR: N, NC
Performance Grade
 Licensee #1039
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 LC-PG40 1816X1816 mm (71.5X71.5 in)
 LC-PG40 DP +40/-40
 FL13632

Line #7	Mark Unit: 108	Net Price:		1,275.95
Qty: 1		Ext. Net Price:	USD	1,275.95

MARVIN



As Viewed From The Exterior

Entered As: FS
MO 80 1/4" X 33"
FS 79 3/4" X 32 3/4"
RO 80 1/4" X 33 1/4"
Egress Information A1, A2, A3
 Width: 17 27/64" Height: 27 9/16"
 Net Clear Opening: 3.34 SqFt
Performance Information A1, A2, A3
 U-Factor: 0.29
 Solar Heat Gain Coefficient: 0.27
 Visible Light Transmittance: 0.45
 Condensation Resistance: 59
 CPD Number: MAR-N-375-00206-00001
 ENERGY STAR: NC
Performance Grade A1, A3
 Licensee #1034
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 LC-PG40 699X1816 mm (27.4X71.5 in)
 LC-PG40 DP +40/-40
 FL13631
Performance Grade A2
 Licensee #1039
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 LC-PG40 1816X1816 mm (71.5X71.5 in)
 LC-PG40 DP +40/-40
 FL13632

Ebony Exterior
 Ebony Interior
 3W1H - Rectangle Assembly
 Assembly Frame Size
 79 3/4" X 32 3/4"
 Assembly Rough Opening
 80 1/4" X 33 1/4"

Unit: A1
 Essential Casement - Left Hand
 Basic Frame 26 1/4" X 32 3/4"
 Rough Opening 26 3/4" X 33 1/4"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H
 3 Rect Lites
 10" DLO Height
 Ebony Ext - Ebony Int
 Matte Black Folding Handle
 Interior Aluminum Screen
 Charcoal Fiberglass Mesh
 Ebony Surround
 ***Screen/Combo Ship Loose

Unit: A2
 Essential Casement - Stationary
 Basic Frame 26 1/4" X 32 3/4"
 Rough Opening 26 3/4" X 33 1/4"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H
 3 Rect Lites
 10" DLO Height
 Ebony Ext - Ebony Int

Unit: A3
 Essential Casement - Right Hand
 Basic Frame 26 1/4" X 32 3/4"
 Rough Opening 26 3/4" X 33 1/4"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H
 3 Rect Lites
 10" DLO Height
 Ebony Ext - Ebony Int
 Matte Black Folding Handle
 Interior Aluminum Screen
 Charcoal Fiberglass Mesh
 Ebony Surround
 ***Screen/Combo Ship Loose
 Vertical Space Mull 1/2"

2" Jamb
 Nailing Fin with 4" Structural Brackets
 ***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.
 ***Note: This configuration is not certified for air, structural or water performance.
 ***Note: Essential rough openings are 1/2" greater than overall frame size width and 1/2" greater than frame size height. Please take note of this when ordering Essential custom sized units.
 ***Note: Unit Availability and Price is Subject to Change

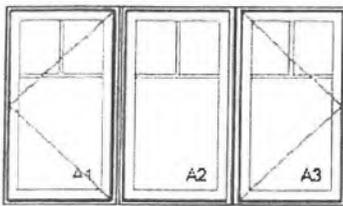
Initials required

Seller: _____

Buyer: _____

Line #8	Mark Unit: 109	Net Price:		1,354.33
Qty: 1		Ext. Net Price:	USD	1,354.33

MARVIN



As Viewed From The Exterior

Entered As: FS
 MO 66 1/2" X 38"
 FS 66" X 37 3/4"
 RO 66 1/2" X 38 1/4"
Egress Information A1, A2, A3
 Width: 12 27/32" Height: 32 9/16"
 Net Clear Opening: 2.90 SqFt
Performance Information A1, A2, A3
 U-Factor: 0.29
 Solar Heat Gain Coefficient: 0.27
 Visible Light Transmittance: 0.45
 Condensation Resistance: 59
 CPD Number: MAR-N-375-00206-00001
 ENERGY STAR: NC
Performance Grade A1, A3
 Licensee #1034
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 LC-PG40 699X1816 mm (27.4X71.5 in)
 LC-PG40 DP +40/-40
 FL13631
Performance Grade A2
 Licensee #1039
 AAMA/WDMA/CSA/101/I.S.2/A440-11
 LC-PG40 1816X1816 mm (71.5X71.5 in)
 LC-PG40 DP +40/-40
 FL13632

Ebony Exterior
 Ebony Interior
 3W1H - Rectangle Assembly
 Assembly Frame Size
 66" X 37 3/4"
 Assembly Rough Opening
 66 1/2" X 38 1/4"
 Unit: A1
 Essential Casement - Left Hand
 Basic Frame 21 43/64" X 37 3/4"
 Rough Opening 22 11/64" X 38 1/4"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H
 3 Rect Lites
 10" DLO Height
 Ebony Ext - Ebony Int
 Matte Black Folding Handle
 Interior Aluminum Screen
 Charcoal Fiberglass Mesh
 Ebony Surround
 ***Screen/Combo Ship Loose

Unit: A2
 Essential Casement - Stationary
 Basic Frame 21 43/64" X 37 3/4"
 Rough Opening 22 11/64" X 38 1/4"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H
 3 Rect Lites
 10" DLO Height
 Ebony Ext - Ebony Int

Unit: A3
 Essential Casement - Right Hand
 Basic Frame 21 43/64" X 37 3/4"
 Rough Opening 22 11/64" X 38 1/4"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H
 3 Rect Lites
 10" DLO Height

Ebony Ext - Ebony Int
 Matte Black Folding Handle
 Interior Aluminum Screen
 Charcoal Fiberglass Mesh
 Ebony Surround
 ***Screen/Combo Ship Loose
 Vertical Space Mull 1/2"
 2" Jamb
 Nailing Fin with 4" Structural Brackets
 ***Note: Essential rough openings are 1/2" greater than overall frame size width and 1/2" greater than frame size height. Please take note of this when ordering Essential custom sized units.
 ***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.
 ***Note: This configuration is not certified for air, structural or water performance.
 ***Note: Unit Availability and Price is Subject to Change

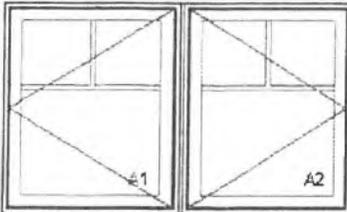
Initials required

Seller: _____

Buyer: _____

Line #9	Mark Unit: 110	Net Price:	890.34
Qty: 1		Ext. Net Price:	USD 890.34

MARVIN



As Viewed From The Exterior

Entered As: FS
MO 54 1/4" X 32 3/4"
FS 53 3/4" X 32 1/2"
RO 54 1/4" X 33"
Egress Information A1, A2
 Width: 17 51/64" Height: 27 5/16"
 Net Clear Opening: 3.38 SqFt
Performance Information A1, A2
 U-Factor: 0.29
 Solar Heat Gain Coefficient: 0.27
 Visible Light Transmittance: 0.45
 Condensation Resistance: 59
 CPD Number: MAR-N-375-00206-00001
 ENERGY STAR: NC
Performance Grade A1, A2
 Licensee #1034
 AAMA/WDMA/CSA/101/1.S.2/A440-11
 LC-PG40 699X1816 mm (27.4X71.5 in)
 LC-PG40 DP +40/-40
 FL13631

Ebony Exterior
 Ebony Interior
 2W1H - Rectangle Assembly
 Assembly Frame Size
 53 3/4" X 32 1/2"
 Assembly Rough Opening
 54 1/4" X 33"
 Unit: A1
 Essential Casement - Left Hand
 Basic Frame 26 5/8" X 32 1/2"
 Rough Opening 27 1/8" X 33"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H
 3 Rect Lites
 10" DLO Height
 Ebony Ext - Ebony Int
 Matte Black Folding Handle
 Interior Aluminum Screen
 Charcoal Fiberglass Mesh
 Ebony Surround
 ***Screen/Combo Ship Loose

Unit: A2
 Essential Casement - Right Hand
 Basic Frame 26 5/8" X 32 1/2"
 Rough Opening 27 1/8" X 33"
 IG
 Low E2 w/Argon
 Stainless Perimeter Bar
 GBG
 Cottage 2W1H
 3 Rect Lites
 10" DLO Height
 Ebony Ext - Ebony Int
 Matte Black Folding Handle
 Interior Aluminum Screen
 Charcoal Fiberglass Mesh
 Ebony Surround
 ***Screen/Combo Ship Loose

Vertical Space Mull 1/2"
 2" Jamb
 Nailing Fin with 4" Structural Brackets
 ***Note: This configuration is not certified for air, structural or water performance.
 ***Note: Divided lite cut alignment may not be accurately represented in the OMS drawing. Please consult your local representative for exact specifications.
 ***Note: Essential rough openings are 1/2" greater than overall frame size width and 1/2" greater than frame size height. Please take note of this when ordering Essential custom sized units.
 ***Note: Unit Availability and Price is Subject to Change

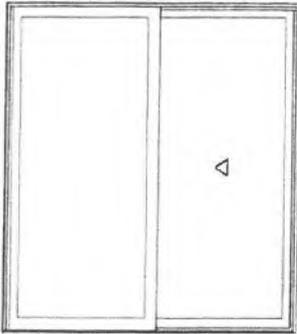
Initials required

Seller: _____

Buyer: _____

Line #10	Mark Unit: 111	Net Price:		1,380.03
Qty: 1		Ext. Net Price:	USD	1,380.03

MARVIN



Stationary Primary

As Viewed From The Exterior

Entered As: CN
 MO 72" X 79 3/4"
 CN 6068
 FS 71 1/2" X 79 1/2"
 RO 72" X 80"
Egress Information
 Width: 30 1/16" Height: 75 17/64"
 Net Clear Opening: 15.72 SqFt
Performance Information
 U-Factor: 0.29
 Solar Heat Gain Coefficient: 0.34
 Visible Light Transmittance: 0.58
 Condensation Resistance: 59
 CPD Number: MAR-N-335-00248-00001
 ENERGY STAR: N, NC
Performance Grade
 Licensee #928
 AAMA/WDMA/CSA/101/ I.S.2/A440-08
 R-PG30 1816X2070 mm (72.5X82 in)
 R-PG30 DP +30/-30
 FL10248

Ebony Exterior
 Ebony Interior
 Essential Sliding Patio Door OX
 CN 6068
 Rough Opening 72" X 80"
 Left Panel
 IG - 1 Lite
 Tempered Low E2 w/Argon
 Stainless Perimeter Bar
 Right Panel
 IG - 1 Lite
 Tempered Low E2 w/Argon
 Stainless Perimeter Bar
 Cambridge Handle Matte Black Exterior Handle set
 Cambridge Handle Matte Black Interior Handle set
 Ebony Sliding Screen
 Charcoal Fiberglass Mesh
 ***Screen/Combo Ship Loose
 Bronze Ultrex Sill / Black Weather Strip
 3 3/8" Jamb
 Nailing Fin
 ***Note: Unit Availability and Price is Subject to Change

Initials required

Seller: _____

Buyer: _____

Line #11	Mark Unit: 2% CASH/CHECK DISCOUNT	Net Price:		-185.00
Qty: 1		Ext. Net Price:	USD	-185.00

Materials 2% CASH/CHECK DISCOUNT
Initials required

Seller: _____

Buyer: _____

Project Subtotal Net Price: USD	9,283.39
Taxable Materials: USD	-185.00
7.000% Sales Tax: USD	636.89
Project Total Net Price: USD	9,735.28

PURCHASE APPROVAL/SIGN OFF

Project Subtotal Net Price: USD	9,283.39
Taxable Materials: USD	-185.00
7.000% Sales Tax: USD	636.89
Project Total Net Price: USD	9,735.28

I have reviewed all line item quotes in detail and agree that the product specifications and pricing are accurate, and I approve the project for order. I acknowledge that additional charges, tax or Terms and Conditions may apply.

BUYER:

Signature: _____

Title: _____

Date: _____



Dedicated to Service & Quality™

Product must be paid for before it will be ordered from our vendor. Prices shown are valid today only.

SPECIAL ORDER CONTRACT GUEST COPY

HNVR30176861

Scan Barcode at Scan & Go Gate



STORE # 3253 7435 BARRINGTON RD HANOVER PARK, IL 60133
PHONE: 630-213-8775 FAX: 630-213-8816

Cashier: Please staple receipt to back.

THANK YOU!

- IMPORTANT
1. Verify quoted product and quantity
2. Product will be ordered upon payment
3. Track order on Menards.com
4. Pick up order within 14 days of arrival at store
5. Retain receipt

Table with columns: ESTIMATED DELIVERY DATE, SOLD BY, ORDER DATE. Values: 03/17/2021, 1966304, 02/23/2021.

GUEST NAME - ADDRESS - PHONE
Bruce Suffen
316 Oakbrook Ct
Bartlett, IL 60103-4466
Phone #: 6303638606
ADDITIONAL INFORMATION
Ship To Store
HANOVER PARK
7435 BARRINGTON RD
HANOVER PARK, IL 60133

Main product table with columns: QTY ORDERED, DESCRIPTION, SKU, UNIT PRICE, EXTENDED PRICE. Item: Metropolitan Ceramics Special Order, 30 units, \$508.80.

**** Installers Check List ****

In making sure that you have everything needed to correctly and easily complete your project please take a moment to review the list below. Check with an available helpful Menards Team member if you have any questions. Not all products below may be needed for your particular installation process.

- Mortar or Adhesive Grout and Additive Caulk Grout Sealer
Trowels 5 Gallon Bucket Spacers Tile Saw
Grout Float Grout Sponge Level Chalk Line

Duplicate

READ THIS CONTRACT CAREFULLY. The terms and conditions set forth in this document are a complete and final expression of the parties. The contract cannot be altered except by written instrument explicitly signed and executed by the General Manager. Any and all claims under this contract must be brought within one year of purchase. Special order product may be refunded at Menards' sole discretion with a 25% restocking fee. Purchaser is responsible for providing to Menards' all measurements, sizes, and colors stated above. Purchaser's exclusive remedy, if any product is defective or fails to conform to the terms of the contract, is replacement of the product. All defects and non-conformities must be reported to Menards' within 3 days of receiving the product. Purchaser understands that all product is sold AS IS and the manufacturer's warranty, if any, is controlling. MENARDS' MAKES NO WARRANTIES, EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCT. There are no representations that the products listed herein meet local, state, or federal code requirements. Menards' liability shall not exceed the purchase price of the products sold. MENARDS' SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Menards' agrees to email Purchaser when the product is available for pick-up. If Purchaser fails to provide an email address, it is Purchaser's responsibility to check the status of the order by visiting Menards.com. If Purchaser refuses or fails to pick up the product within 15 days from the date of its availability, Menards' may liquidate the product and shall be entitled to a 25% restocking fee. Menards' may withhold any payment received as partial satisfaction. Purchaser agrees that Menards' is not liable if the vendor, which supplies the product on this contract, fails to perform. Purchaser agrees that any and all controversies or claims arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules. Purchaser agrees that all arbitrators selected shall be attorneys. This provision shall supersede any contrary rule or provision of the forum state. YOUR PURCHASE OF THE PRODUCT ON THIS CONTRACT CONSTITUTES YOUR AGREEMENT TO ALL TERMS AND CONDITIONS STATED ABOVE.

SUB-TOTAL: \$508.80
SHIPPING CHARGES: \$0.00
PRE-TAX TOTAL: \$508.80
VENDOR: Metropolitan Ceramics
WARRANTY INFO:
For the most accurate and up-to-date status of your order, please visit: www.menards.com

If this is a partial pickup, please verify all quantities/items being signed for. Menards' is not responsible for shortages after leaving the yard.





Dedicated to Service & Quality™

HNVR30176861

Scan Barcode at Scan & Go Gate



Product must be paid for before it will be ordered from our vendor. Prices shown are valid today only.

SPECIAL ORDER CONTRACT GUEST COPY

STORE # 3253 7435 BARRINGTON RD HANOVER PARK, IL 60133 PHONE: 630-213-8775 FAX: 630-213-8816

Cashier: Please staple receipt to back.

THANK YOU!

- IMPORTANT 1. Verify quoted product and quantity 2. Product will be ordered upon payment 3. Track order on Menards.com 4. Pick up order within 14 days of arrival at store 5. Retain receipt

Table with columns: ESTIMATED DELIVERY DATE, SOLD BY, ORDER DATE. Values include 03/17/2021, 1966304, 02/23/2021, jackson anderson.

Table with columns: GUEST NAME - ADDRESS - PHONE, ADDITIONAL INFORMATION. Includes name Bruce Suffen and address HANOVER PARK.

Main product table with columns: QTY ORDERED, DESCRIPTION, SKU, UNIT PRICE, EXTENDED PRICE. Row for Metropolitan Ceramics Special Order.

In making sure that you have everything needed to correctly and easily complete your project please take a moment to review the list below. Check with an available helpful Menards Team member if you have any questions. Not all products below may be needed for your particular installation process.

- Mortar or Adhesive Grout and Additive Caulk Grout Sealer
Trowels 5 Gallon Bucket Spacers Tile Saw
Grout Float Grout Sponge Level Chalk Line

Duplicate (handwritten)

READ THIS CONTRACT CAREFULLY. The terms and conditions set forth in this document are a complete and final expression of the parties. The contract cannot be altered except by written instrument explicitly signed and executed by the General Manager.

Summary table: SUB-TOTAL: \$508.80, SHIPPING CHARGES: \$0.00, PRE-TAX TOTAL: \$508.80, WARRANTY INFO: For the most accurate and up-to-date status of your order, please visit: www.menards.com

If this is a partial pickup, please verify all quantities/items being signed for. Menards® is not responsible for shortages after leaving the yard.





STORE # 3253 HNVR
7435 Barrington Road
Hanover Pk, IL 60133

FAX: (630) 213-8816
EMAIL: HNVRBuildingMaterials@menards.com

Prices shown are valid today only.

HNVR 01454



PICKING LIST - GUEST COPY
PAGE 1 OF 1

GUEST NAME - ADDRESS - PHONE

SOLD BY: JACKSON A.
DATE: 02/23/21

Ph:
JOB DESC:
kitchen

QUANTITY	DESCRIPTION	SKU NUMBER
15 EACH	FRP WHITE 4X8	FRPM090WTT4809C 507-2800
3 EACH	8' FRP INSIDE CRNR	91702-GRAY 509-3849
2 EACH	8' FRP OUTSIDE CRNR	91202-GRAY 509-3862
12 EACH	8' FRP DIVIDER	91402-GRAY 509-3888
1 EACH	FASTGRAB FRP ADHESIVE 3.5#4059	520-2202
3 EACH	FULLFLEX MORTAR	WHITE 50# 705-6808
1 EACH	POWER GROUT - 7#	LIGHT PEWTER 705-6860
2 EACH	POWER GROUT - 25#	LIGHT PEWTER 705-6865
3 EACH	3/8" TILE SPACER 100	100PK 709-8682

FLOOR ACCESSORIES
TILE Kitchen

**TO AVOID PRODUCT NOT BEING AVAILABLE ON A LATER DATE
PLEASE PICK UP ALL MERCHANDISE TODAY. THANK YOU.**

This is a quote valid today. Upon payment this quote becomes a yard picking list subject to the terms and conditions below. Quantities listed above may exceed quantities available for immediate pick-up. Product is not held for a specific guest, but instead is available to the buying public on a first come, first serve basis. Please pickup all purchases made on this picking list immediately. Failure to pick up products on this picking list today will result in additional charge to you if, on the day of pick up, the retail price of the products are higher than on the day purchased. Menards liability to you is limited to refunding your original purchase price for any product not picked up.

Guest Instructions:

1. Take this picking list to a cashier to pay for the merchandise.
2. Enter the outside yard to pick up your merchandise. (All vehicles are subject to inspection.)
3. Load your merchandise. (Menards Team Members will gladly help you load your materials but cannot be held liable for damage to your vehicle.)
4. When exiting the yard, present this list to the Gate Attendant. (The Gate Attendant will record the items you are taking with you.)
5. Sign the Gate Attendant's signature pad verifying you've received the merchandise.

PRE-TAX TOTAL: 681.09

Our insurance does not allow us to tie down or secure your load, trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not your load is secure and if the twine supplied is strong enough. If you do not believe the twine will suffice, stronger material can be purchased inside the store.

READ THE TERMS AND CONDITIONS CAREFULLY. All returns are subject to Menards' posted return policy. In consideration for Menards low prices you agree that if any merchandise purchased by you is defective, Menards will agree to exchange the merchandise or refund the purchase price based on the form of original payment. You agree that there shall be no other remedy available to you. If there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menards shall be selling the product "AS IS." Oral statements do not constitute warranties, and are not a part of this contract. The guest agrees to inspect all merchandise prior to installing or using it. **UNDER NO CIRCUMSTANCES SHALL MENARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MERCHANDISE. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The guest agrees to these terms and conditions through purchase of merchandise contained on this document.

THIS IS NOT A RECEIPT GATE ATTENDANT-SCAN HERE ==>



Estimate From **MENARDS®**

Estimate # 1450
Page 1 of 1

ESTIMATE FOR:
Suffen, Bruce 316 Oakbrook Ct. Bartlett, IL 60103-4466
Ph: (630) 363-8606
PROJECT DESCRIPTION: kitchen

STORE # 3253 HNVR
7435 Barrington Road
Hanover Pk, IL 60133

FAX: (630) 213-8816
EMAIL: HNVRFloorCoverings@menards.com

ESTIMATE BY ESTIMATE DATE	
JACKSON A.	02/23/21

SKU NUMBER	DESCRIPTION	QTY TO ORDER	ADDITIONAL ITEM INFORMATION
734-0522	8X8 VERSATILE MAYFLWR RED#310 7.1 SQFT	30 PKG	** Special Order **
507-2800	FRP WHITE 4X8 FRPM090WTT4809C	15 EACH	
705-6808	FULLFLEX MORTAR WHITE 50#	3 EACH	
709-8682	3/8" TILE SPACER 100 100PK	3 EACH	
520-2202	FASTGRAB FRP ADHESIVE 3.5#4059	1 EACH	
705-6865	POWER GROUT - 25# LIGHT PEWTER	2 EACH	
705-6860	POWER GROUT - 7# LIGHT PEWTER	1 EACH	
509-3849	8' FRP INSIDE CRNR 91702-GRAY	3 EACH	
509-3862	8' FRP OUTSIDE CRNR 91202-GRAY	2 EACH	
509-3888	8' FRP DIVIDER 91402-GRAY	12 EACH	

2nd order
Tile & Grout

This is an estimate. It is given only for general price information. This is not an offer and there can be no legally binding contract between the parties based upon this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form and are not inclusive of taxes, delivery, packaging or any other charges which may or may not need to be added when ultimately purchasing products from this estimate. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY OF THE MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.

TODAY'S SUB-TOTAL ✓ 1,189.89

GUEST COPY
PAGE 1 OF 1

FROM DRAFT OF OCTOBER 10, 2022 EDC MINUTES:

BANBURY FAIR BEDA APPLICATION

Mr. Fradin stated that Banbury Fair is the long-time retail anchor of downtown Bartlett, having been in business for thirty-nine years. The historic barn on the property dates back to 1902 and is in the process of being renovated and brought up to current Code in order to convert it into a food and beverage business. This conversion requires extensive renovation including electrical and plumbing upgrades, new windows and doors, a fire suppression system, parking lot repairs, HVAC, a deck, and equipment supporting the food and beverage uses.

Previously, the Sufferns applied for a BEDA grant relating to costs primarily associated with running new water and sewer lines to the entirety of their adjoining properties and construction of a new structure housing bathrooms and a prep area.

The Village Board approved a \$50,000 BEDA grant at the March 1, 2022 meeting based upon \$242,548 worth of improvements made. Both the EDC and the Village Board were apprised of a second-phase application to be made at a later date primarily relating to the build-out of the barn.

This project is eligible for two BEDA grants due to being two distinct properties, each with its own PIN, and the barn to be issued a new address upon completion: 215 West Railroad Ave.

The Sufferns have submitted estimates totaling \$154,182 for this project, which is currently underway. Approximately \$82,000 worth of costs are to be paid by them as the landlords, with the remainder being paid by their tenant.

Estimated costs from their general contractor, Mark Leffler of Skillcraft Construction, total \$51,000 and include items ranging from air conditioning to flooring to asphalt parking lot repairs. Additional costs include nearly \$20,000 for windows and doors and over \$7,000 for an upgraded fire alarm system.

Mr. Fradin concluded stating that staff recommends a BEDA grant in the amount of \$41,000 in support of this project. This is based upon the approximately \$82,000 in expenses that are directly attributable to the Sufferns towards the permanent improvements being made to the barn property.

Commissioner Perri asked when the project is expected to be completed.

Mr. Suffern stated that they had a meeting today. The tile is being installed in the bathrooms today, and shortly thereafter the tile will be put into the kitchen extension. At the end of next week they are hopeful all of the kitchen equipment will be installed. With all of that in mind, everything is a matter of final inspections, occupancy permits and acquiring the different licenses for the business. We have not collected any rent to this

point on the barn since the pandemic, and have restructured the business since then. Thank you for the first BEDA grant, and these grants have been extremely important to the completion of this project. Every dollar you can generate to do something like this is important.

Commissioner Erickson asked for clarification on the application and who will be receiving the grant, the owner or the operator.

Mr. Suffern stated that he, the owner of the property, has paid for the project and will receive the grant. The difference in names on the costs comes down to invoices being addressed to the operator.

Commissioner Gorski asked if Mr. Suffern had a role in selection vendors, or if the general contractor did.

Mr. Suffern said that he and his contractor reviewed all of the different quotes together. I am a frugal guy, and I would use his expertise to help make the best decision.

Commissioner Gudenkauf asked who will own the business when it is open.

Mr. Suffern stated that the operator will own the business, and he will own the property. This has been our business model for many years, and have had many people rent from us while we improve the property. We have a long-term lease with Rakesh.

Commissioner Lewensky clarified that the grant is going to the landlords, the Sufferns.

Mr. Fradin stated that is correct.

Commissioner Erickson thanked everyone for the clarification and added that it was confusing to look at the different names on the application.

Mr. Skrycki stated that the memo indicates the money will go to the Sufferns. This has been a two-year project. When tenants do a buildout of that nature, it is not uncommon where certain things are purchased by the property owner versus the business owner. We have all of the paperwork if anyone would like to review it.

Commissioner Erickson moved to recommend a maximum fifty percent BEDA grant in the amount of \$41,000 to Banbury Fair, that motion was seconded by Commissioner Gudenkauf.

ROLL CALL VOTE

AYES: Commissioners Erickson, Gorski, Gudenkauf, Lewensky, Kubaszko, Perri

NAYS: NONE

ABSENT: Commissioners Hughes, Smodilla

MOTION CARRIED



Agenda Item Executive Summary

Item Name Pasta Mia BEDA Application Committee or Board Committee

BUDGET IMPACT

Amount:	\$20,825	Budgeted	Yes
List what fund	Incentives		

EXECUTIVE SUMMARY

Pasta Mia is the long-time anchor restaurant business in Streets of Bartlett, formerly Bartlett Plaza. Owner/operator Peter Caruso intends to improve the aesthetics and functionality of his restaurant by removing the existing storefront windows and installing sliding windows to create a more seamless indoor/outdoor atmosphere.

Attached are two quotes totaling \$41,650, which is \$5,650 more than the one quote for \$36,000 that was presented to the EDC at its October meeting. This is due to a higher quote from A&S Glass Co. and an additional \$1,650 estimate for tinting, which were both provided during the week following the EDC meeting.

Staff now recommends a BEDA grant in the amount of \$20,825, which is the maximum fifty percent amount of this project and \$2,825 higher than the previously recommended amount.

Although the shopping center has benefitted from village incentive programs throughout its many years, this is the first direct incentive application for Pasta Mia.

ATTACHMENTS (PLEASE LIST)

Staff Memo, Pasta Mia's BEDA application, DRAFT minutes for this item from the October 10th Economic Development Commission meeting

ACTION REQUESTED

- To forward this request for a \$20,825 BEDA grant for Pasta Mia to an upcoming Village Board meeting for a final vote.
- Resolution
- Ordinance
- Motion

Staff: Tony Fradin, Economic Development Coordinator Date: October 24, 2021

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: October 17, 2022
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator *TF*
RE: Pasta Mia BEDA Application

APPLICANTS: Peter Caruso

BACKGROUND: Pasta Mia is a successful long-term business that has served as a downtown Bartlett eating and drinking establishment for going on thirty years.

Owner and operator Peter Caruso has expanded and upgraded his business multiple times including expanding into a neighboring medical office ten years ago and, more recently, upgrading the outdoor dining space to include a patio and additional seating.

Caruso books live entertainment on a continual basis and offers different food specials on a weekly basis, keeping the establishment a lively venue with an excellent variety of offerings.

Pasta Mia is one of the longest-running establishments in downtown Bartlett, sometimes being the most popular destination in the former Bartlett Plaza when the center suffered from a vacancy rate exceeding fifty percent for many years.

Now that the Streets of Bartlett has been redeveloped and is the liveliest center in the downtown, Caruso continues seeking ways that will allow the business to thrive for many years to come.

BEDA APPLICATION:

Mr. Caruso's application is to remove the existing storefront windows and re-install sliding windows.

Doors and windows are typically a customer's first impression of an establishment and play a part in setting the tone for a visit.

This improvement will create a more seamless transition from the interior to the exterior patio and should improve the restaurant's personality and be consistent with its brand as the go-to Italian eating establishment in downtown Bartlett.

A proposal from A&S Glass Co. of Oak Lawn is attached with an estimate of \$40,000.

Please note that this estimate is \$4,000 higher than the initial estimate, which was presented to the EDC at its October 10th meeting.

Another attached proposal from Dave's Glass Tinting in the amount of \$1,650 is attached. This estimate was not sent by the applicant prior to the October 10th EDC meeting.

OCTOBER 10 ECONOMIC DEVELOPMENT COMMISSION MEETING

At its meeting on October 10th, the EDC reviewed one quote from A&S Glass Co. in the amount of \$36,000, and recommended a fifty percent BEDA grant in the amount of \$18,000 per staff's recommendation.

An additional \$5,650 in additional costs in the form of a higher quote from A&S Glass and Dave's Glass Tinting were sent to staff on October 13th.

RECOMMENDATION:

Taking into consideration Mr. Caruso's long-term commitment to operating a venue that we could not even imagine not being located at the northwest corner of Streets of Bartlett, the fact that the village has never directly provided a financial incentive to the business (it has on multiple occasions to the shopping center owner), and the improvement that this project will make to not only the business, but the shopping plaza and downtown Bartlett as a whole, staff recommends a maximum fifty percent grant in the amount of **\$20,825** to be paid once this project is completed to all applicable village codes and proof of payment is submitted.

Please note that this amount is \$2,825 higher than what the EDC recommended, based upon the increase in proposed costs since its meeting.

Village of Bartlett Economic Development Assistance Application

Applicant Information:

Applicant(s) Name Pasta Mia Peter Caruso
Applicant(s) Address: 116 Barnett Plaza, Bartlett IL
E-Mail Address: Petercaruso2@yahoo.com
Primary Contact for Project: Peter V. Caruso
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: 35 Number of Years in Bartlett: 30
Contact Name and Information for Applicant's Agent or Architect (if any):

Peter Caruso

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

Property Information:

Project Property Location/Address: 116 Barnett Plaza
This Property is (check all that apply): Retail Restaurant Office
Other (explain)
Number of Businesses on Site: _____
Names of Other Businesses on Site: _____
Size of Building (dimensions or total square feet) 4300
Stories in building: 1 Parking spaces on property: _____
Last Real Estate Taxes Paid: _____
Property Tax Index Number(s) (PIN): _____
County: Cook DuPage Kane

Project Information:

Total Anticipated Project Cost: \$ 40,000.00

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

Removal of windows and Replace with sliding window

If approved, estimated project completion date: 2 months

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.

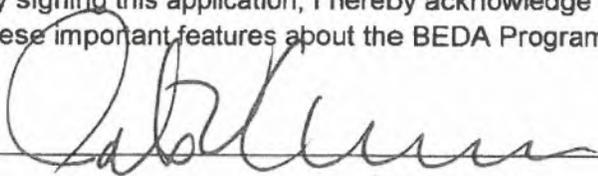
I understand that all improvements made through the help of BEDA must be in accordance with all Village plans and codes. Moreover, as a condition of approval, I understand the Village may require changes to the scope of work I am proposing. I further understand that any work started or completed prior 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.

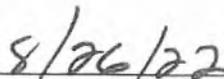
I also understand that if selected for this program, the Village will establish a maximum grant award for the project

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.



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



PROPOSAL

SUBMITTED TO -
Peter Caruso

630/370-8024

Petercaruso2@yahoo.com

FOR WORK PERFORMED AT

Pasta Mia
116 Bartlett Plaza
Bartlett, IL 60103

5516 W 110th Ave ❖ Oak Lawn, Illinois 60453 ❖ Phone: 708/422-1100 ❖ e-mail: aandsglass@aol.com

JOB DESCRIPTION

A & S Glass Co proposes to remove the existing storefront windows and re-install the top section with arch windows.
Two openings, 206 x 64 in bronze finish with 1" thick, thermal tempered glass. The opening will be bi-fold doors.
Six panels, three to each side.

ITEMIZED ESTIMATE

All material is guaranteed to be as specified and the above work to be performed in accordance and completed in a substantial workmanlike manner for the sum of : **\$40,000.00**

If the proposal is accepted, payment of half is required upon acceptance of the proposal and the balance is due upon completion of the project. A deposit for this project is equivalent to a signed proposal.

Quoted prices are valid for 30 days from generated date.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. A & S Glass Co is authorized to perform the work as specified. Payment will be made as outlined above.

Date: _____

Signature _____

VAR 10/13/2022

Thank you for your business

Dave's Glass Tinting
PO Box 1145
Palatine, IL 60074

Estimate

Date 10/13/2022
Estimate # 112

Name / Address

Pasta Mia
116 Bartlett Plaza
Bartlett, IL

P.O. #
Terms

Due Date 10/13/2022
Other

Description	Qty	Rate	Total
Tint 12 panels on newly installed Glass 35x63" Llumar ATC 05%		1,350.00	1,350.00
Remove and Replace film on 2 entry doors 31 x 77"		300.00	300.00

Subtotal \$1,650.00
Sales Tax (0.0%) \$0.00
Total \$1,650.00

Dave's Glass Tinting
tinterdk@comcast.net
dgtint.com

847-609-1610
Fax 847-202-9188

FROM DRAFT OF OCTOBER 10, 2022 EDC MINUTES:

PASTA MIA BEDA APPLICATION

Mr. Fradin stated that Pasta Mia is a successful long-term business that has served as a downtown Bartlett eating and drinking establishment for going on thirty years.

Owner and operator Peter Caruso has expanded and upgraded his business multiple times including expanding into a neighboring medical office ten years ago and, more recently, upgrading the outdoor dining space to include a patio and additional seating. Caruso books live entertainment on a continual basis and offers different food specials on a weekly basis, keeping the establishment a lively venue with an excellent variety of offerings.

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This improvement will create a more seamless transition from the interior to the exterior patio and should improve the restaurant's personality and be consistent with its brand as the go-to Italian eating establishment in downtown Bartlett.

A proposal from A&S Glass Co. of Oak Lawn is attached with an estimate of \$36,000.

Mr. Fradin concluded, stating that taking into consideration Mr. Caruso's long-term commitment to operating a venue that we could not even imagine not being located at the northwest corner of Streets of Bartlett, the fact that the village has never directly provided a financial incentive to the business (it has on multiple occasions to the shopping center owner), and the improvement that this project will make to not only the business, but the shopping plaza and downtown Bartlett as a whole, staff recommends a maximum fifty percent grant in the amount of \$18,000, to be paid once this project is completed to all applicable village codes and proof of payment is submitted.

Commissioner Lewensky asked staff to clarify the budget for the year, given the three BEDA's before the commission this evening.

Mr. Fradin stated that yes, it is budgeted, and there is enough for these projects and they are currently well below the \$250,000 budget. There is also another \$50,000 applicant waiting in the wings that is being considered as well. Staff anticipates all three of tonight's grants to be paid out in the current fiscal year.

Commissioner Erickson stated this is the biggest year yet for grants.

Mr. Fradin confirmed.

Commissioner Gorski asked if there are some ineligible costs, or if the quotes came in better than expected.

Mr. Fradin stated the number is based upon the initial proposal.

Mr. Caruso stated that they had some quotes come in later and were higher than the initial proposed costs.

Commissioner Erickson asked if the quotes are current, based on the date of the application, and the canceled September meeting.

Mr. Caruso stated that he doesn't believe the costs will go up, but is not sure.

Commissioner Erickson moved to recommend a maximum fifty percent BEDA grant in the amount of \$18,000 to Pasta Mia, and that motion was seconded by Commissioner Perri.

ROLL CALL VOTE

AYES: Commissioners Erickson, Gorski, Gudenkauf, Lewensky, Kubaszko, Perri

NAYS: NONE

ABSENT: Commissioners Hughes, Smodilla

MOTION CARRIED



Agenda Item Executive Summary

Item Name MORE Brewing BEDA Application Committee or Board Committee

BUDGET IMPACT

Amount: \$50,000

Budgeted

Yes

List what fund

Incentives

EXECUTIVE SUMMARY

Attracting a microbrewery to downtown Bartlett has long been a targeted business.

Economic Development staff began meeting and negotiating with brothers and village residents Sunny and Perry Patel as their highly successful business MORE Brewing thrived in Villa Park and sought possible expansion locations.

Through multiple meetings with them, the village negotiated a land sale, sales tax rebate, and provided information on the BEDA program.

Currently, the applicants are well underway for their two-story (plus basement) 17,325 SF facility in the heart of downtown Bartlett.

They have provided a highly-detailed business plan, demonstrating the precision and planning that goes into operating and growing their highly-successful business. They have also submitted documentation of over \$4.4 million in expenditures, at least \$3.6 million of which are BEDA-eligible.

Therefore, we recommend a BEDA grant in the maximum amount of \$50,000. The EDC reviewed this application and recommended in favor of the maximum amount at its October 10th meeting.

ATTACHMENTS (PLEASE LIST)

Staff Memo, MORE Brewing's BEDA application, DRAFT minutes for this item from the October 10th Economic Development Commission meeting

ACTION REQUESTED

- To forward this request for a \$50,000 BEDA grant for MORE Brewing to an upcoming Village Board meeting for a final vote.
- Resolution
- Ordinance
- Motion

Staff: Tony Fradin, Economic Development Coordinator

Date: October 24, 2021

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: October 24, 2022
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator *TF*
RE: MORE Brewing BEDA application

APPLICANT: Sachin (Sunny) Patel

BACKGROUND: Attracting a microbrewery to downtown Bartlett has been one of the targeted businesses for many years.

Meanwhile, brothers and village residents Sunny and Perry Patel launched MORE Brewing in Villa Park in 2015.

Due to many factors including their commitment to providing the highest quality product and customer service, employing a dedicated and proficient staff, being flexible and regularly updating their offerings, MORE Brewing quickly became so popular that they expanded their business to an expansive space in Huntley.

Meanwhile, village staff began engaging with Sunny and Perry in an effort to identify an ideal location for them to expand into. This occurred at around the time that the former Lucky Jack's property was obtained and demolished by the village, setting the stage for them to obtain a high-profile site in the heart of downtown Bartlett.

In meetings with the MORE team, the village's economic development team negotiated a land sale, sales tax rebate, and provided a BEDA application.

BEDA APPLICATION:

Already well underway, MORE Brewing's 17,325 SF facility will be a two-story microbrewery and full restaurant featuring a second story walk-out rooftop with a full basement.

It will include a ten-barrel brewhouse which will allow for research and development of new beers as demand in the market changes. Taproom operations will encompass 10,000 SF between two levels of seating space amounting to 160+ taproom seats. An extended season (with radiant in-ground heating) will allow for an additional 60 seats.

The applicants have provided a highly-detailed business plan, demonstrating the precision and planning that goes into operating their highly successful business, in addition to an estimate from Purohit Architects totaling over \$4.4 million. That figure includes contingency costs, working capital, and professional design fees of \$135,000, which are not considered eligible costs in the BEDA program.

Excluding those costs, the project still amounts to at least \$3.6 million in construction costs, making it one of the largest investments in downtown Bartlett for many years. The only comparable investment in the past fifteen years was the purchase and renovation of Bartlett Plaza to the Streets of Bartlett.

OCTOBER 10 ECONOMIC DEVELOPMENT COMMISSION MEETING

Staff presented MORE Brewing's BEDA application at the October 10th EDC meeting, at which time the EDC unanimously recommended in favor of the maximum BEDA grant amount of \$50,000.

RECOMMENDATION:

Staff recommends the maximum BEDA grant amount of **\$50,000**, which amounts to one to one-and-a-quarter percent of the total project costs (excluding the land purchase).

We have continued communicating with the Patel brothers throughout the process of this project, which is trending towards becoming costlier than the attached estimates due to current economic conditions.

Village of Bartlett Economic Development Assistance Application

Applicant Information:

Applicant(s) Name SACHIN PATEL
Applicant(s) Address: 126 WILLOW BENNINGTON LN BARTLETT
E-Mail Address: SUNNY@MOOREBREWING.COM
Primary Contact for Project: PERRY PATEL
Cell Phone Number and/or Home Number: 847-
Applicant is or will be (check all that apply) Tenant Property Owner
Number of Years in Business: 23 Number of Years in Bartlett: 12

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

HEMAL PURDHIT 847-942-8777
(Note: if applicant is a tenant, attach a letter from the property owner granting permission for project)

Property Information:

Project Property Location/Address: 121 W. RAILROAD AVE
This Property is (check all that apply): Retail Restaurant Office
Other (explain)
Number of Businesses on Site: NEW BUSINESS
Names of Other Businesses on Site: NONE
Size of Building (dimensions or total square feet) 18000.00
Stories in building: 2 With Basement Parking spaces on property: 0
Last Real Estate Taxes Paid: \$2537.30
Property Tax Index Number(s) (PIN): 06-34-409-001-0000
County: Cook DuPage Kane

Project Information:

Total Anticipated Project Cost: \$ 4407,151.35

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

New Construction

If approved, estimated project completion date: 11/25/2022

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

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

[REDACTED]

Application Statement (Read and Sign Below)

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

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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.



Applicant Signature

8/31/2022

Date



Return this completed application with attachments to:

Tony Fradin, Economic Development Coordinator

Village of Bartlett

228 S. Main Street

Bartlett, IL 60103

MORE

BREWING COMPANY



Proposed Bartlett Brewpub

Business Plan

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Overview

More Brewing Company (MBC) has quickly established itself as an emerging leader throughout the craft beer market, gaining national attention with prestigious 2017, 2018, 2019, 2020 and 2021 awards . Rapid growth and high consumer demand has created the need for expansion. Currently in operation is a 10-barrel brewpub located in diverse Villa Park, IL and a 30-barrel production & brewpub facility located in Huntley, IL. MBC has drastically grown in our current communities allowing us to open a third location with much anticipation in Bartlett, IL lager house location.

MBC's success is attributed to an award-winning, high quality, and highly differentiated product that provides endless value for the business. MBC's signature product line of skillfully crafted, in-demand craft beer allows for a dynamic competitive approach to gaining market share throughout the Chicagoland and Tri-state area. Additionally, MBC has developed a unique brand image that portrays a high degree of perceived value among craft beer consumers. MBC has distinguished itself as a premier brewery throughout the Midwest.

MBC looks to create a third neighborhood lager house to meet consumer demand and capitalize on their growth throughout 2020 and 2021. MBC positions to gain substantial market share, aiming to build out a 17,000 sq foot, two (2) story facility boasting a second story walk-out rooftop with a full basement in Bartlett, IL, a rarity in the western suburbs. Production levels for the first year of MBC's Bartlett lager house are estimated to be 500 barrels; current plans ensure ample room to grow as distribution reach and brand awareness expands.

With the creation of our Bartlett brewhouse, MBC is poised to have a facility that focuses on the trends in the craft brewing industry. The then (10) barrel brewhouse will allow MBC to research and develop new beers as demands, such as the explosion of craft lagers, in the market change.

Company culture and community involvement are also part of MBC's competitive advantage over the competition. Current company values lie heavily in the ideals of craftsmanship, team work, and personal development. Here at MBC we consider our team members family and currently have over 100 family members. Input from our family members helps to provide an exceptional guest experience which drives all actions and decisions. With our namesake being an ode to the Village of Villa Park (originally named Ardmore), MBC prides itself on being responsible corporate citizens. We plan to develop strong local business and communal relationships surrounding the location of Bartlett brewpub.

MBC's marketing strategy has shifted in the past six (6) months boasting over 29,000 social media followers across numerous platforms. MBC will further drive demand through strategic advertising/promotional programs and events focused on brand growth. This organic and consistent approach towards reaching our targeted market segments of beer connoisseurs, novice craft beer enthusiasts, and young business professionals will drive brand awareness and image. Our authentic and dynamic methods of capturing these segments will lead to strong emotional and genuine ties to our brand.

Bartlett brewpub is targeting partial first year sales of \$808,000 and a full second year annual sales of \$4,930,000 with an additional \$10,200,000 coming from the current brewpub and production facility already in operation. With the combination of a new production facility and two taprooms, More Brewing Company further establishes their presence in the craft beer industry with three locations for patrons to visit.

Objectives

More Brewing Co's Bartlett brewhouse will help the brand create and develop new products to test at scale. Having a French (10) barrel brewhouse will allow MBC to create small batch beers to stay at the cutting edge of growing beer trends in the industry. With three taprooms, the ability to collect feedback from our external guests and internal family members will be pivotal in the addition of beer brands to its growing portfolio. From there, scaling up at either the Villa Park brewpub or Huntley Production Facility will allow for a quick transition to package beer to be sold on premises and distribution.

In addition to expanding MBC's research and development program, serving the community of Bartlett and surrounding areas with a local brewery experience is paramount to growing the brand. Being a commuter town, with access to a Metra stop only steps away from the front door, the Bartlett brewpub will draw from the far west suburbs all the way to the city Chicago.

Primary Objectives

- Create our R&D program
- Focus on industry trends around consumption of hard selters and lagers
- Provide a brand new experience to downtown Bartlett
- Creating an anchor for the downtown Bartlett area to grow
- Create a sense of community around the MBC brand

Mission Statement

Robust imperial stouts, unfiltered hop saturated pale ales, a robust offering of craft lagers and our barrel program serve as the foundation for a dynamic, team member and consumer focused business culture. More Brewing Company prides ourselves on being an industry leader with a vibrant, high quality beer program and loyal consumer base. Our success is founded in our diverse team that enables us to maintain a unique competitive advantage in a dense marketplace. Our growth is secured through investment in human capital and awareness of industry trends.

Keys to Success

The key to success and objective completion is effective widespread product distribution, quality dining options and brand awareness. This will be achieved through the implementation of various marketing strategies. These strategies include grass roots social media campaigns, search engine optimization, off-site events, and appearances at nationally recognized industry events and competitions. Building a unique menu not offered at any brewpub in the Chicagoland area and executing on our already stellar core menu items are what build the brand. Efficient success through the addition of our Bartlett brewpub will rely on the following key factors:

- Strong emphasis on fulfilling consumer demand
- Effective and efficient distribution network
- Positive and distinguished brand image
- High visibility in the Midwestern craft beer market
- Well designed two story brewpub that serves a destination for loyal patrons
- Creation of unique seasonal menus

Company Ownership

More Brewing Company is a privately held company incorporated in the state of Illinois. Through foresight and vision, Mr. Sachin Patel & Mr. Purvish Patel over the past 21 years of being in the craft beer industry, has been able to build the More Brewing Company brand into one of the most widely recognizable craft breweries in the Chicagoland area. They have shown they are capable of building strong relationships with other retail stores as well as distributors throughout the midwest region. Sachin and Purvish will be moving forward on this project with his experienced team made up of his Head Brewer: David Ziebell, Brewer: John Monaco, Brewery Operations Manager: Aaron Keefner, Executive Chef: Christopher Minor, Regional General Manager, Ross Davis & General Managers Tom Steinhable (Huntley), Katie Geary (Bartlett).

Location

Bartlett brewpub will serve as more than a cookie-cutter brewpub, Bartlett lager house will be a destination. With nothing remotely close to the Bartlett lager house throughout the entire Chicago metropolitan market, Bartlett lager house will quickly stand out as a unique and diverse destination for food, beer, entertainment, and socializing. MBC has secured a prime location in downtown Bartlett, which will be built ground-up to give patrons a true sense of being somewhere special. This property located at 125 W Railroad Ave in Bartlett, IL will have over 17,000 sq feet on multiple levels designed to create a warm and welcoming atmosphere to guests and their families.

The Chicago market has never experienced this type of facility solely designed for one of the largest growing consumer market segments. Bartlett lager house will be a family-friendly gathering point offering all the amenities that lead to a memorable experience. Bartlett, IL has been chosen as our ideal production facility location for several strategic reasons which are all listed below.

- Located across from the downtown Bartlett Metra station
- Budding, business-friendly Village
- Village of Bartlett has experienced over 10% population growth since 2000

- Town demographic supports our core consumer

Primary Purpose

The primary purpose of the proposed Bartlett lager house is to create a destination for craft beer consumers living within a thirty (30) minute drive or forty five (45) minute train ride. With our planned taproom space serving upscale new-American pub food paired with ample second level outside patio and gathering space, Bartlett brewpub will be able to serve the community as a date night, family gathering or beer connoisseur destination. The feel of the space will be that of a modern, refined farmhouse theme—similar to MBC’s Villa Park location, but a touch more refined. The Bartlett lager house will have a greater focus on open-concept seating and efficient use of space. The taproom will be made complete with an entirely separate area for retail and to-go beer sales.

Taproom operations will encompass 10,000 sq ft between two levels of seating space amounting to 160+ taproom seats. An extended season (in-ground radiant heating) up-stairs patio will have room for an additional 60 seats. Careful design features will allow for mixed-use of our indoor/outdoor areas so large parties could be held in the same space if needed. Taproom operations would include a 2,000+ sq ft kitchen, two (2) 20 person bars w/ 30 taps each, retail space, bathrooms, storage, and employee break area.

Organization Structure & Culture

The proposed Bartlett lager house will move forward with the guidance and expertise of MBC’s current leadership team. Mr. Sachin Patel as the company owner leads two (2) General Managers, a Brewing Production Manager and Head Brewer. All four individuals have extensive experience in the service and craft beer industries with over 35 years of diverse industry experience. Mr. David Ziebell, Head Brewer has grown under the leadership of our former Head Brewer. Mr. Ziebell boasts over 5 years of production brewing experience with a focus on recipe creation and team development. Mr. Aaron Keefer, Brewer Production Manager has grown under the Revolution Brewing and Goose Island brands over 8 years before joining MBC. Mr. Keefner oversees daily brewery facility operations, marketing, distribution, and all human resource aspects of the company. Mr. Keefner will oversee seven (7) Full-Time brewery employees to include an Area Sales Manager. Mr. Thomas Steinhable has a wealth of service industry experience. Mr. Steinhable brings 10years of industry leadership and a passion for craft beer to his position as General Manager at MBC’s Huntley

Production Facility, overseeing sixty-five (65) employees. Mr. Ross Davis has over 16 years of leadership experience and in his most recent position prior to MBC, he oversaw 4 Chicagoland retail stores specializing in training and development of leaders supported by him. Mr. Davis has been an avid home brewer for over 4 years and brings with him a wealth of leadership tools for developing strong managers, capable of promoting MBC's culture and guest experience.

Placing a strong emphasis on teamwork, personal development, and quality, MBC has cultivated a deep-rooted workplace culture that breeds excellence. This culture will be further carried on through another brewer, quality control specialist, production supervisor, taproom management, and marketing team. The combined effort of these individuals will secure the growth and continued success of their new facility and MBC.

Marketing

Once groundbreaking begins for the Bartlett lager house, MBC is positioned to immediately start growing brand awareness throughout the Chicago market. This eight (8) month lead time on establishing brand awareness in and around the Bartlett area will present a unique advantage to MBC. This will be accomplished under the leadership of a marketing manager and focus largely on brand image and awareness. This will be accomplished through attendance of beer events and competitions, grass-roots social media campaigning, tap take-overs, all driving potential consumers to our website and current Villa Park & Huntley locations.

Competition

The craft beer industry has become a dense marketplace with numerous competitors throughout the Chicagoland market. Our direct competition is other small (<15bbl system) breweries that also focus on specialized brews not readily available in the Chicago market. We see only a handful direct competitors in our market currently each with severe production and execution limitations. The number of indirect competitors is much greater when competing with larger breweries. We currently differentiate ourselves with our unique product line. Our product line is unique because we produce complex and specific beer styles that are not easily duplicated. Currently, our indirect competitors are focused on different beer styles and different branding strategies. Breweries seen as direct competition are attempting to produce similar styles as MBC, yet fall short as shown with competition

medals and social media ratings. Bartlett lager house would help MBC gain market share at this critical shift in the industry pertaining to the growth of seltzers and craft lagers over the past eighteen (12) months by capitalizing on our superior execution of these much sought-after seltzer and craft lager styles.

MBC has a distinctive competitive advantage over our competitors not only for our beer, but for our brand and team. MBC maintains a well-respected and positive brand image that is impossible to reproduce. Over 29,000 social media followers on Instagram and over 180,000 *Untappd* check-ins in 18 months show an engaged and thirsty consumer base. MBC has worked diligently to build and maintain a positive and structured workplace environment that captures the full potential of every team member. This strategy ensures quality adherence, provides consistent experiences, and helps us stay ahead of industry trends.

Pricing

Pricing will vary depending on means of consumption. Consumption of our products at our taproom will average \$.40 cents an ounce. Consumption of our products from a third-party draft account will cost the consumer a similar average per ounce, but be sold to distributors at \$.15 cents an ounce. Consumption of our product from a container (can or glass) would average .23 cents an ounce. All of these are weighted and averaged to .26 cents.

All of our prices will reflect that our premium product is more expensive to make. We believe these higher than industry prices help protect and distinguish our brand. These price points allow us to maintain our reputation for using high quality ingredients.

Summary

More Brewing Company seeks to expand their current business model to open a third location, further solidifying MBC's presence in the greater Chicagoland market. Currently, the award-winning brewery is beating projected sales, post pandemic and is looking to create a unique experience at the Bartlett brewpub that is unmatched in the western suburbs. This expansion project is estimated at ~\$4,407,151.00 and will provide MBC the capability to meet consumer demands and respond to market trends for the next 10 years. MBC has become a local staple Western Chicagoland residents and a nationally-renowned

beer brand. This Bartlett lager house project will allow this young, inspired, and bright company to reach its full potential.

APPENDIX A:

**More Brewing Co. Bartlett, IL
Design-Build Project Construction Cost:**

Professional Design Fees (Architect & Engineers)	\$135,000.00
Masonry (Brick, stone & Concrete Block Masonry) 7 star Construction Masonry	\$108,435.00
Alpha Brewing (Brewery Equipment)	\$339,007.00
General Requirements (General conditions, overhead, security, etc.) Driven Fence	\$3,017.00
Conveying Equipment (Elevator, Dumb Waiter) Chicago Elevator & Lifts	\$92,770.00
Concrete (Concrete, re-bar, back fill) Eagle Concrete	\$422,530.00
Electrical (Service, Switch board, panel boards, distribution, Power & Lighting) Lauderdale	\$288,990.00
Structural & Misc. Steel Supplier & Fabrication - Mechanical Steel	\$667,600.00
Sheet Piling & earth retention Michels Shoring	\$25,000.00
Kitchen Hood, exhaust, make-up air, Ansul system - Captiv Air	\$89,323.00
Schnider Excavation - 121 W. Railroad	\$165,041.00
Schnider Excavation - Staging Lot	\$9,736.00
CBM Plumbing	\$280,000.00
Sub-Total	\$2,726,349.00
Screening On Roof for Mechanical units	\$10,000.00
Roofing, sheet metal & flashing	\$28,000.00
Kitchen Equipment (excluding Hood, KEF, MUA)	\$110,000.00
HVAC (includes Permit Fees for Ansul System)	\$160,000.00
Fire Alarm System (includes Permit Fees)	\$25,000.00
Fire Sprinkler System (includes Permit Fees)	\$45,000.00
Furniture (allowance)	\$37,000.00
Flooring	\$60,000.00
Beer tower Micromafic	\$45,000.00
Painting & taping	\$20,000.00
Carpenter, insulation & wall sheathing	\$200,000.00
Opening Door/ windows	\$100,000.00
Tile work	\$15,000.00
Coolers	\$50,000.00
Leader	\$10,000.00
Exterior Signage (includes Permit fees)	\$15,000.00
Counter-tops	\$15,000.00
Landscaping	\$5,000.00
POS	\$12,000.00
Networking	\$5,000.00
Sound System	\$10,000.00
Trash Enclosure	\$5,000.00
Camera System	\$7,000.00
Bathroom Vanity	\$30,000.00

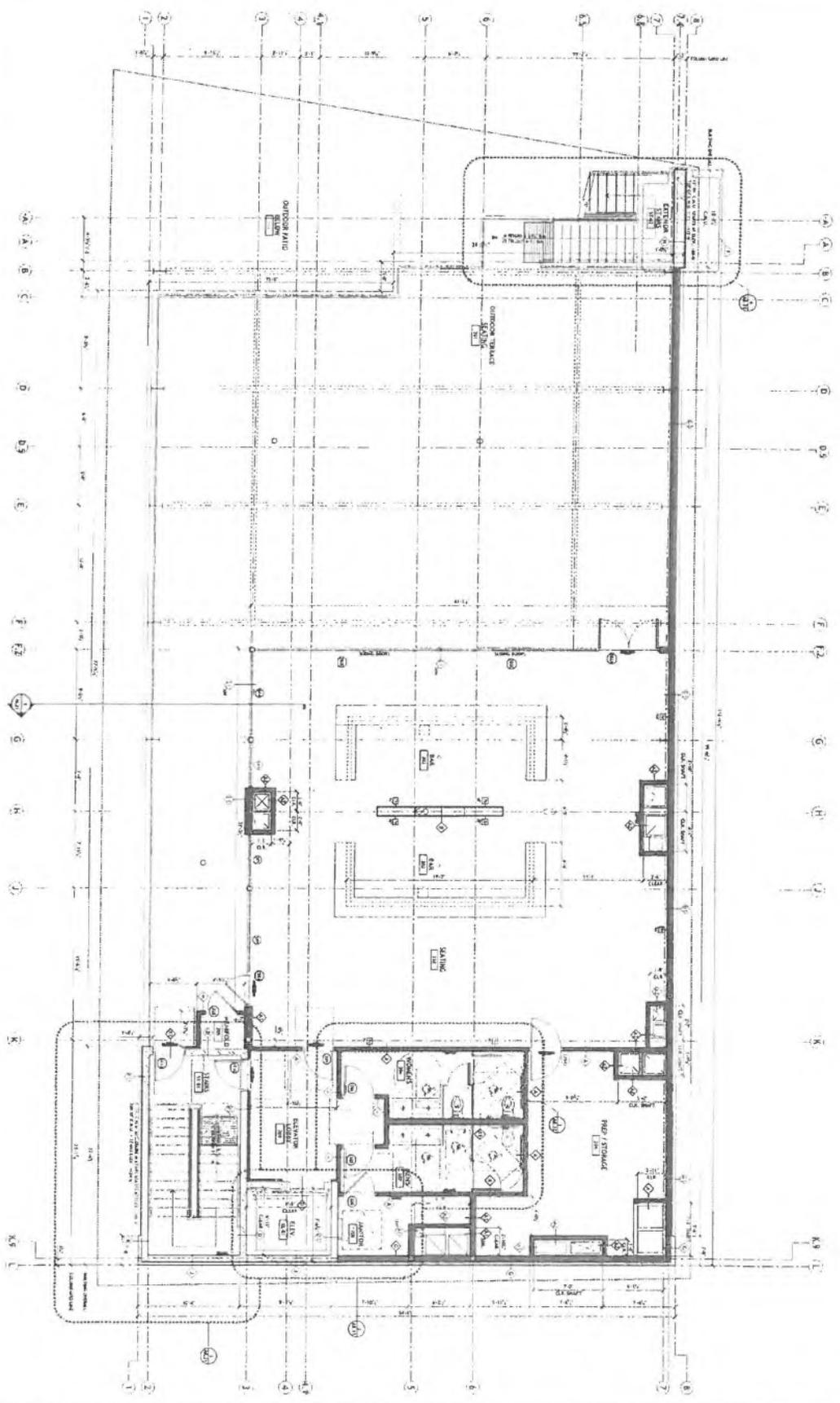
Purohit Architects, Inc. 251 Bradwell Rd., Inverness, IL • Phone: 847.220.8037 • info@purohitarchitects.com
Agreement between the G.C./ CLIENT(S) for Construction of:

New 2-Story facility for More Brewing Company at: W. Railroad Ave. & Oak Ave., Bartlett, IL Page 3 of 4

Sub Total		\$3,745,349.00
Contingency	15%	\$561,802.35
Working Capital		\$200,000.00
Total Project Cost		\$4,407,151.35



SECOND FLOOR PLAN- CONSTRUCTION
SCALE: 1/8" = 1'-0"



1

MORE
BREWING COMPANY

Proposed New 2-Story Building with Basement for
MoRE Brewing Company
121 W. Railroad Avenue, Bartlett, IL
(Intersection of S. Oak Avenue & W. Railroad Avenue)

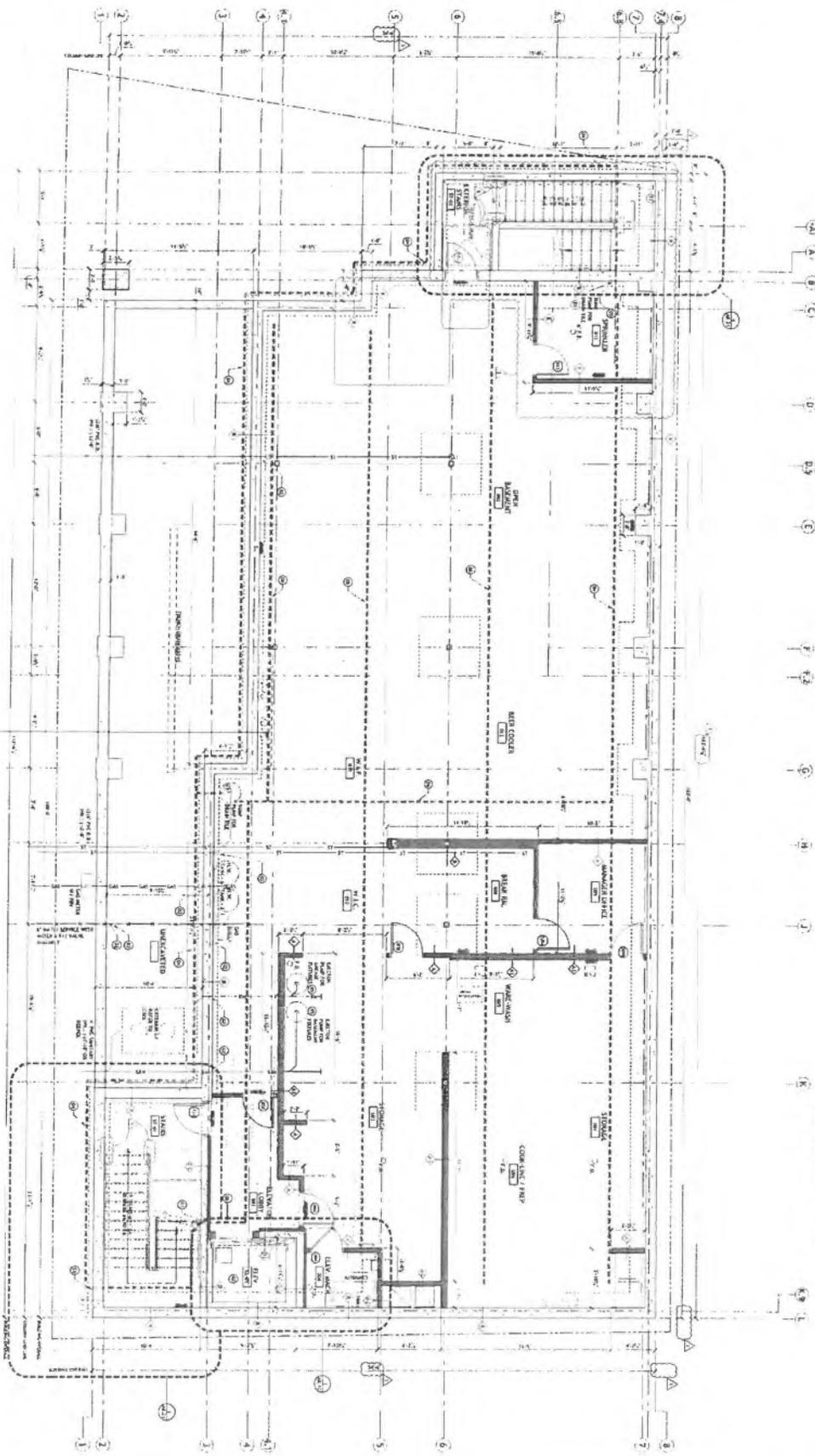
PA
PURSHT
ARCHITECTS

Document Record
1.00 - SECOND FLOOR PLAN - CONSTRUCTION
2.00 - FIRST FLOOR PLAN
3.00 - BASEMENT PLAN
4.00 - EXTERIOR ELEVATIONS
5.00 - INTERIOR ELEVATIONS
6.00 - SECTION DRAWINGS
7.00 - DETAIL DRAWINGS
8.00 - MATERIAL SCHEDULES
9.00 - FINISH SCHEDULES
10.00 - MECHANICAL SCHEDULES
11.00 - ELECTRICAL SCHEDULES
12.00 - PLUMBING SCHEDULES
13.00 - PAINT SCHEDULES
14.00 - GLASS SCHEDULES
15.00 - METALS SCHEDULES
16.00 - FINISHES SCHEDULES
17.00 - EQUIPMENT SCHEDULES
18.00 - FURNITURE SCHEDULES
19.00 - LIGHTING SCHEDULES
20.00 - SIGNAGE SCHEDULES
21.00 - OTHER SCHEDULES

PROPOSED NEW
FLOOR PLAN
A3.02
PROJECT NUMBER
211800



PROPOSED BASEMENT PLAN
SCALE: 1/8" = 1'-0"



1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE LOCAL ORDINANCES.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE AUTHORITY HAVING JURISDICTION.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

6. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.

7. THE CONTRACTOR SHALL MAINTAIN A RECORD SET OF ALL CHANGES AND REVISIONS.

8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.

10. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

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MORE
BREWING COMPANY

PROPOSED BASEMENT
S.A. 11/15/13
A3.00

11/15/13
21129.03

Proposed New 2-Story Building with Basement for
MoRE Brewing Company
121 W Railroad Avenue, Bartlett, IL
(Intersection of S Oak Avenue & W Railroad Avenue)

IPA
PURDITT
ARCHITECTS

1600 BROADWAY
SUITE 200
CHICAGO, IL 60601
TEL: 312.467.1000
WWW.PURDITTARCHITECTS.COM

Discussions Record:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2012 IBC AND ALL APPLICABLE LOCAL ORDINANCES.
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PUROHIT ARCHITECTS, INC.

Architects & Planners

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Email: info@purohitarchitects.com
www.purohitarchitects.com

Sent Via Email: sunny@morebrewing.com
perry@morebrewing.com

THE PROJECT AND LOCATION:

More Brewing Company
New 2-Story with full Basement Commercial Building for
new micro-brewery with Restaurant at:
121 W. Railroad Ave., Bartlett, IL
(Intersection of W. Railroad Ave. & Oak Ave.)

DATE:

March 28, 2022

AGREEMENT BETWEEN (GENERAL CONTRACTOR / G.C.):

PUROHIT ARCHITECTS, INC.
251 Bradwell Rd., Inverness, IL 60010

AND (CLIENT):

More Dusty, LLC
Attn.: Mr. Urvish & Sunny Patel Owner(s)
13980 Automall Drive, Huntley, IL 60142
Phone: (847) 668-7613

Thank you for your interest in Purohit Architects!

In accordance with our in-person communication (s) and via email; we are pleased to submit this agreement for providing all services related to the General Contracting (the G.C.) for new More Micro Brewery at the above-mentioned location.

Project Specifics:

Current Zoning District:	B-1 Village Center District
Existing Property Area:	(+/-) 7,200 Sq Ft
Proposed 1 st floor:	(+/-) 105' x 55' = 5,775 Sq Ft
Proposed 2 nd floor:	(+/-) 105' x 55' = 5,775 Sq Ft
Proposed Basement:	(+/-) 105' x 55' = 5,775 Sq Ft (for Storage Only)
Total Building floor area:	(+/-) 17,325 Sq Ft

BASIC SCOPE OF SERVICES:

It is understood that the proposed development shall consist of new approx. 17,325 Sq Ft of Total 1st, 2nd floors with full basement serving More Brewing Company. Following is the basic scope of services included:

- **New 2-story facility for micro-brewery & restaurant:** The GENERAL CONTRACTOR shall provide all required construction work per the local jurisdiction(s) approved drawings as a result of the plan review and building permit process. This contract includes all material(s) and labor for all disciplines as included in the following fee schedule. The GENERAL CONTRACTOR shall be responsible for getting a certificate of occupancy to the CLIENT after providing the substantial completion of the construction project.

EXCLUSIONS (NOT INCLUDED):

- All jurisdiction related fees by the CLIENT.

FEE SCHEDULE:

The CLIENT agrees to pay the GENERAL CONTRACTOR the LUMP SUM FEE of \$ 4,407,151.35 to perform the Services as stated above. Breakdown of the services are as follows as shown on an attached Appendix A. A balance from Contingency & working capital shall be returned to the CLIENT at the last draw.

PAYMENT SCHEDULE:

All payments shall be requested with a monthly draw in accordance with an understanding developed with the CLIENT. Number of monthly draws to be decided in close consultation with the CLIENT at a later date.

Payments are due to the GENERAL CONTRACTOR, and payable 30 days from the date of an approved draw. The GENERAL CONTRACTOR shall retain the right to suspend all or part of its services without liability to CLIENT for such action when outstanding balances remain for more than 30 days after the draw approval date.

This proposal is valid only for 30 calendar days from the proposal date of (Mar. 28th, 2022). Once executed, this contract is only valid for above-described work and is not valid for any other similar work. Pricing in this contract is also only valid for above-described work and is not transferable to other similar work.

GENERAL TERMS & CONDITIONS:

- **LIMITATION OF LIABILITY:** The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the GENERAL CONTRACTOR to the CLIENT for all claims, losses, costs, expenses, or damages of any nature whatsoever, including attorney's fees and costs, from any cases, so that the total aggregate liability of the GENERAL CONTRACTOR to the CLIENT shall not exceed the GENERAL CONTRACTOR'S total fee received for services rendered on this project. It is intended that this limitation or causes of action however alleged or arising, unless otherwise specifically prohibited by law.
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- **HAZARDOUS MATERIALS:** The GENERAL CONTRACTOR assumes no responsibility or liability for the discovery or removal of any hazardous substance found at the jobsite.
- **DISPUTE RESOLUTION:** Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

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GENERAL CONTRACTOR'S Acceptance:

CLIENT'S Authorization:

Hemal Purohit

PUROHIT ARCHITECTS, INC.

Hemal Purohit, Vice President

March 28, 2022

Signature (Print Name and Title) (Date)

[Handwritten Signature]

3/27/2022

Signature (Print Name and Title) (Date)

PUROHIT ARCHITECTS, INC.

Architects & Planners

251 Bradwell Rd., Inverness, IL 60010
(D) 847-220-8037; (C) 847-942-8777
Email: info@purohitarchitects.com
www.purohitarchitects.com

Sent Via Email: sunny@morebrewing.com
perry@morebrewing.com

THE PROJECT AND LOCATION:

More Brewing Company
New 2-Story with full Basement Commercial Building for
new micro-brewery with Restaurant at:
121 W. Railroad Ave., Bartlett, IL
(Intersection of W. Railroad Ave. & Oak Ave.)

DATE:

June 7, 2022

AGREEMENT BETWEEN (GENERAL CONTRACTOR / G.C.):

PUROHIT ARCHITECTS, INC.
251 Bradwell Rd., Inverness, IL 60010

AND (CLIENT):

More Dusty, LLC
Attn.: Mr. Purvish & Sunny Patel Owner(s)
13980 Automall Drive, Huntley, IL 60142
Phone: (847) 668-7613

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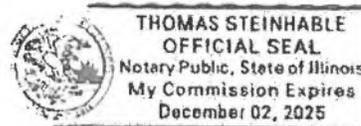
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EXCLUSIONS (NOT INCLUDED):

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FFS SCHEDULE:



The CLIENT agrees to pay the GENERAL CONTRACTOR the LUMP SUM FEE of \$2658870.00 to perform the Services as stated above. Breakdown of the services are as follows as shown on an attached Appendix A. A balance from Contingency & working capital shall be returned to the CLIENT at the last draw.

PAYMENT SCHEDULE:

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CLIENT'S Authorization:

Hemal Purohit

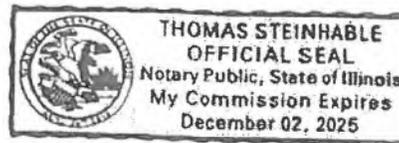
PUROHIT ARCHITECTS, INC.

Hemal Purohit, Vice President June 7, 2022

Signature (Print Name and Title) (Date)

[Handwritten Signature]

Signature (Print Name and Title) (Date)



[Handwritten Signature]

PUROHIT ARCHITECTS, INC.

Architects & Planners

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AND (CLIENT):

VOID

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CLIENT'S Authorization:

Hemal Purohit

PUROHIT ARCHITECTS, INC.
Hemal Purohit, Vice President

Void
March 28, 2022

Signature (Print Name and Title) (Date)

Void
[Signature]
3/27/2022

Signature (Print Name and Title) (Date)

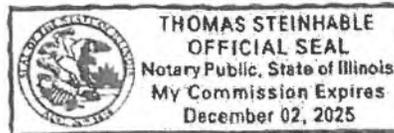
APPENDIX A:

More Brewing Co. Bartlett, IL
Design-Build Project Change Order

Flooring	\$60,000
Painting	\$20,000
Opening Door/windows	\$100,000
Tile work	\$15,000
Landscaping	\$5,000
Trash Enclosure	\$5,000
Screening On Roof for Mechanical units	\$10,000
HVAC (includes Permit Fees for Ansul System)	\$185,000
Fire Alarm System (includes Permit Fees)	\$27,500
General Requirements (General conditions, overhead, security, etc.) Driven Fence	\$10,000
Isak Fire Protection Sprinkler System	\$44,764
Sprinkler System	
Total Project Cost	\$482,264.00
Total	\$482,264.00

Handwritten initials/signature

Handwritten initials/signature

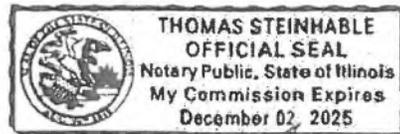


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APPENDIX A:

More Brewing Co. Bartlett, IL
Design-Build Project Construction Cost: Invoices Provided

Professional Design Fees (Architect & Engineers)		\$90,000	
Masonry (Brick, stone & Concrete Block Masonry) 7 star Construction Masonry		\$95,000	
Conveying Equipment (Elevator,) Chicago Elevator & Lifts		\$90,500	
Concrete (Concrete, re-bar, back fill) Eagle Concrete		\$395,000	
Electrical (Service, Switch board, panel boards, distribution, Power & Lighting)		\$275,000	
Structural & Misc. Steel Supplier & Fabrication - Mechanical Steel		\$555,000	
Sheet Piling & earth retention Michel's Shoring		\$250,000	
Schneider Excavation - 121 W. Railroad		\$169,736	
CBM Plumbing		\$267,835	
Roofing, sheet metal & flashing		\$28,000	
ISAK Fire Protection Fire Sprinklers System (Includes permit Fees)		\$44,765	
Carpenter, insulation & wall sheathing		\$164,500	
Total Project Cost		\$2,425,336	
Contingency	10%	\$233,534	
	Total	\$2,658,870	
Paid to Principal Construction		\$27,827	<i>H.P.</i>
Paid to Purohit Architects		\$71,001.57	
Paid for the Land		\$100,000.00	



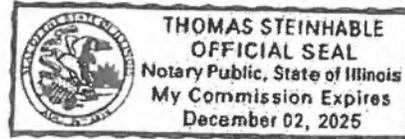
08.29.2022

To: Village Bank & Trust N.A

The attached contract between Purohit Architects Inc and More Busty LLC dated June 7, 2022 for \$2,658,870 is a working contract. Change order for \$482,264 is the working change order.


Sachin Patel, More Dusty LLC


Hemal Purohit, VP
Purohit Architects Inc





Sent Via Email: sunny@morebrewing.com
perry@morebrewing.com

THE PROJECT AND LOCATION:

More Brewing Company
New 2-Story with full Basement Commercial Building for
new micro-brewery with Restaurant at:
121 W. Railroad Ave., Bartlett, IL
(Intersection of W. Railroad Ave. & Oak Ave.)

DATE:

June 1st, 2022

AGREEMENT BETWEEN (GENERAL CONTRACTOR / G.C.):

PUROHIT ARCHITECTS, INC.
251 Bradwell Rd., Inverness, IL 60010

AND (CLIENT):

Void

More Dusty, LLC
Attn.: Mr. Purvish & Sunny Patel Owner(s)
13980 Automall Drive, Huntley, IL 60142
Phone: (847) 668-7613

Thank you for your interest in Purohit Architects!

In accordance with our in-person communication (s) and via email; we are pleased to submit this agreement for providing all services related to the General Contracting (the G.C.) for new More Micro Brewery at the above-mentioned location.

Project Specifics:

Current Zoning District:	B-1 Village Center District
Existing Property Area:	(+/-) 7,200 Sq Ft
Proposed 1 st floor:	(+/-) 105' x 55' = 5,775 Sq Ft
Proposed 2 nd floor:	(+/-) 105' x 55' = 5,775 Sq Ft
Proposed Basement:	(+/-) 105' x 55' = 5,775 Sq Ft (for Storage Only)
Total Building floor area:	(+/-) 17,325 Sq Ft

Void

BASIC SCOPE OF SERVICES:

It is understood that the proposed development shall consists of new approx. 17,325 Sq Ft of Total 1st, 2nd floors with full basement serving More Brewing Company. Following is the basic scope of services included:

- **New 2-story facility for micro-brewery & restaurant:** The GENERAL CONTRACTOR shall provide all required construction work per the local jurisdiction(s) approved drawings as a result of the plan review and building permit process. This contract includes all material(s) and labor for all disciplines as included in the following fee schedule. The GENERAL CONTRACTOR shall be responsible for getting a certificate of occupancy to the CLIENT after providing the substantial completion of the construction project.

EXCLUSIONS (NOT INCLUDED):

- All jurisdiction related fees by the CLIENT.

FEE SCHEDULE:

The CLIENT agrees to pay the GENERAL CONTRACTOR the LUMP SUM FEE of **\$2520178.00** to perform the Services as stated above. Breakdown of the services are as follows as shown on an attached **Appendix A**. A balance from Contingency & working capital shall be returned to the CLIENT at the last draw.

VOID

PAYMENT SCHEDULE:

All payments shall be requested with a monthly draw in accordance with an understanding developed with the CLIENT. Number of monthly draws to be decided in close consultation with the CLIENT at a later date.

Payments are due to the GENERAL CONTRACTOR, and payable 30 days from the date of an approved draw. The GENERAL CONTRACTOR shall retain the right to suspend all or part of its services without liability to CLIENT for such action when outstanding balances remain for more than 30 days after the draw approval date.

This proposal is valid only for 30 calendar days from the proposal date of (June 1st, 2022). Once executed, this contract is only valid for above-described work and is not valid for any other similar work. Pricing in this contract is also only valid for above-described work and is not transferable to other similar work.

GENERAL TERMS & CONDITIONS:

- **LIMITATION OF LIABILITY:** The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the GENERAL CONTRACTOR to the CLIENT for all claims, losses, costs, expenses, or damages of any nature whatsoever, including attorney's fees and costs, from any cases, so that the total aggregate liability of the GENERAL CONTRACTOR to the CLIENT shall not exceed the GENERAL CONTRACTOR'S total fee received for services rendered on this project. It is intended that this limitation or causes of action however alleged or arising, unless otherwise specifically prohibited by law.
- **CLIENT PROVIDED INFORMATION:** The GENERAL CONTRACTOR shall be entitled to rely on the accuracy and completeness of any information provided to the GENERAL CONTRACTOR by the CLIENT. The GENERAL CONTRACTOR shall not review said information for inaccuracies or completeness.
- **HAZARDOUS MATERIALS:** The GENERAL CONTRACTOR assumes no responsibility or liability for the discovery or removal of any hazardous substance found at the jobsite.
- **DISPUTE RESOLUTION:** Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

AGREED TO AND ACCEPTED BY:

All conditions and services as set forth in this Agreement are hereby agreed to. The GENERAL CONTRACTOR shall commence with the services as outlined above on a schedule as mutually agreed to by the CLIENT and the GENERAL CONTRACTOR.

GENERAL CONTRACTOR'S Acceptance:

CLIENT'S Authorization:

X *Hemal Purohit*
PUROHIT ARCHITECTS, INC.
 Hemal Purohit, Vice President *VOID*
 June 1st, 2022

[Signature] *VOID*
 6/1/2022

Signature (Print Name and Title) (Date)

Signature (Print Name and Title) (Date)

PUROHIT ARCHITECTS, INC.

Architects & Planners

251 Bradwell Rd., Inverness, IL 60010
(O) 847-220-8037; (C) 847.942-8777
Email: info@purohitarchitects.com
www.purohitarchitects.com

Sent Via Email: sunny@morebrewing.com
perry@morebrewing.com

THE PROJECT AND LOCATION:

More Brewing Company
New 2-Story with full Basement Commercial Building for
new micro-brewery with Restaurant at:
121 W. Railroad Ave., Bartlett, IL
(Intersection of W. Railroad Ave. & Oak Ave.)

DATE:

June 7, 2022

AGREEMENT BETWEEN (GENERAL CONTRACTOR / G.C.):

PUROHIT ARCHITECTS, INC.
251 Bradwell Rd., Inverness, IL 60010

AND (CLIENT):



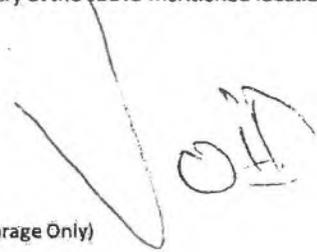
More Dusty, LLC
Attn.: Mr. Purvish & Sunny Patel Owner(s)
13980 Automall Drive, Huntley, IL 60142
Phone: (847) 668-7613

Thank you for your interest in Purohit Architects!

In accordance with our in-person communication (s) and via email; we are pleased to submit this agreement for providing all services related to the General Contracting (the G.C.) for new More Micro Brewery at the above-mentioned location.

Project Specifics:

Current Zoning District:	B-1 Village Center District
Existing Property Area:	(+/-) 7,200 Sq Ft
Proposed 1 st floor:	(+/-) 105' x 55' = 5,775 Sq Ft
Proposed 2 nd floor:	(+/-) 105' x 55' = 5,775 Sq Ft
Proposed Basement:	(+/-) 105' x 55' = 5,775 Sq Ft (for Storage Only)
Total Building floor area:	(+/-) 17,325 Sq Ft



BASIC SCOPE OF SERVICES:

It is understood that the proposed development shall consists of new approx. 17,325 Sq Ft of Total 1st, 2nd floors with full basement serving More Brewing Company. Following is the basic scope of services included:

- **New 2-story facility for micro-brewery & restaurant;** The GENERAL CONTRACTOR shall provide all required construction work per the local jurisdiction(s) approved drawings as a result of the plan review and building permit process. This contract includes all material(s) and labor for all disciplines as included in the following fee schedule. The GENERAL CONTRACTOR shall be responsible for getting a certificate of occupancy to the CLIENT after providing the substantial completion of the construction project.

EXCLUSIONS (NOT INCLUDED):

- All jurisdiction related fees by the CLIENT.

FEE SCHEDULE:

The CLIENT agrees to pay the GENERAL CONTRACTOR the LUMP SUM FEE of \$2658870.00 to perform the Services as stated above. Breakdown of the services are as follows as shown on an attached Appendix A. A balance from Contingency & working capital shall be returned to the CLIENT at the last draw.

Void

PAYMENT SCHEDULE:

All payments shall be requested with a monthly draw in accordance with an understanding developed with the CLIENT. Number of monthly draws to be decided in close consultation with the CLIENT at a later date.

Payments are due to the GENERAL CONTRACTOR, and payable 30 days from the date of an approved draw. The GENERAL CONTRACTOR shall retain the right to suspend all or part of its services without liability to CLIENT for such action when outstanding balances remain for more than 30 days after the draw approval date.

This proposal is valid only for 30 calendar days from the proposal date of (June 7, 2022). Once executed, this contract is only valid for above-described work and is not valid for any other similar work. Pricing in this contract is also only valid for above-described work and is not transferable to other similar work.

GENERAL TERMS & CONDITIONS:

- **LIMITATION OF LIABILITY:** The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the GENERAL CONTRACTOR to the CLIENT for all claims, losses, costs, expenses, or damages of any nature whatsoever, including attorney's fees and costs, from any cases, so that the total aggregate liability of the GENERAL CONTRACTOR to the CLIENT shall not exceed the GENERAL CONTRACTOR'S total fee received for services rendered on this project. It is intended that this limitation or causes of action however alleged or arising, unless otherwise specifically prohibited by law.
- **CLIENT PROVIDED INFORMATION:** The GENERAL CONTRACTOR shall be entitled to rely on the accuracy and completeness of any information provided to the GENERAL CONTRACTOR by the CLIENT. The GENERAL CONTRACTOR shall not review said information for inaccuracies or completeness.
- **HAZARDOUS MATERIALS:** The GENERAL CONTRACTOR assumes no responsibility or liability for the discovery or removal of any hazardous substance found at the jobsite.
- **DISPUTE RESOLUTION:** Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

AGREED TO AND ACCEPTED BY:

All conditions and services as set forth in this Agreement are hereby agreed to. The GENERAL CONTRACTOR shall commence with the services as outlined above on a schedule as mutually agreed to by the CLIENT and the GENERAL CONTRACTOR.

GENERAL CONTRACTOR'S Acceptance:

CLIENT'S Authorization:

Hemal Purohit

PUROHIT ARCHITECTS, INC.
Hemal Purohit, Vice President

June 7, 2022

Signature (Print Name and Title) (Date)

Void

[Signature]

Signature (Print Name and Title) (Date)

Sent Via Email: sunny@morebrewing.com
perry@morebrewing.com

THE PROJECT AND LOCATION:

More Brewing Company
New 2-Story with full Basement Commercial Building for
new micro-brewery with Restaurant at:
121 W. Railroad Ave., Bartlett, IL
(Intersection of W. Railroad Ave. & Oak Ave.)

DATE:

June 1st, 2022

AGREEMENT BETWEEN (GENERAL CONTRACTOR / G.C.):

PUROHIT ARCHITECTS, INC.
251 Bradwell Rd., Inverness, IL 60010

AND (CLIENT):

Void

More Dusty, LLC
Attn.: Mr. Purvish & Sunny Patel Owner(s)
13980 Automall Drive, Huntley, IL 60142
Phone: (847) 668-7613

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Existing Property Area:	(+/-) 7,200 Sq Ft
Proposed 1 st floor:	(+/-) 105' x 55' = 5,775 Sq Ft
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Proposed Basement:	(+/-) 105' x 55' = 5,775 Sq Ft (for Storage Only)
Total Building floor area:	(+/-) 17,325 Sq Ft

Void

BASIC SCOPE OF SERVICES:

It is understood that the proposed development shall consists of new approx. 17,325 Sq Ft of Total 1st, 2nd floors with full basement serving More Brewing Company. Following is the basic scope of services included:

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EXCLUSIONS (NOT INCLUDED):

- All jurisdiction related fees by the CLIENT.

Void

FEE SCHEDULE:

The CLIENT agrees to pay the GENERAL CONTRACTOR the LUMP SUM FEE of \$530491.00 to perform the Services as stated above. Breakdown of the services are as follows as shown on an attached **Appendix A-A** balance from Contingency & working capital shall be returned to the CLIENT at the last draw.

VOID

PAYMENT SCHEDULE:

All payments shall be requested with a monthly draw in accordance with an understanding developed with the CLIENT. Number of monthly draws to be decided in close consultation with the CLIENT at a later date.

Payments are due to the GENERAL CONTRACTOR, and payable 30 days from the date of an approved draw. The GENERAL CONTRACTOR shall retain the right to suspend all or part of its services without liability to CLIENT for such action when outstanding balances remain for more than 30 days after the draw approval date.

This proposal is valid only for 30 calendar days from the proposal date of (June 1st, 2022). Once executed, this contract is only valid for above-described work and is not valid for any other similar work. Pricing in this contract is also only valid for above-described work and is not transferable to other similar work.

GENERAL TERMS & CONDITIONS:

- **LIMITATION OF LIABILITY:** The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the GENERAL CONTRACTOR to the CLIENT for all claims, losses, costs, expenses, or damages of any nature whatsoever, including attorney's fees and costs, from any cases, so that the total aggregate liability of the GENERAL CONTRACTOR to the CLIENT shall not exceed the GENERAL CONTRACTOR'S total fee received for services rendered on this project. It is intended that this limitation or causes of action however alleged or arising, unless otherwise specifically prohibited by law.
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- **DISPUTE RESOLUTION:** Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

AGREED TO AND ACCEPTED BY:

All conditions and services as set forth in this Agreement are hereby agreed to. The GENERAL CONTRACTOR shall commence with the services as outlined above on a schedule as mutually agreed to by the CLIENT and the GENERAL CONTRACTOR.

GENERAL CONTRACTOR'S Acceptance:

CLIENT'S Authorization:

Hemal Purohit

VOID

VOID

PUROHIT ARCHITECTS, INC.
Hemal Purohit, Vice President

June 1st, 2022

[Signature]

6/1/2022

Signature (Print Name and Title) (Date)

Signature (Print Name and Title) (Date)

PUROHIT CONSTRUCTION, INC.

General Contracting

251 Bradwell Rd., Inverness, IL 60010

(O) 847-220-8037; (C) 847.942-8777

Email: info@purohitarchitects.com

Sent Via Email: sunny@morebrewing.com;
perry@morebrewing.com

THE PROJECT AND LOCATION:

More Brewing Company
New 2-Story with full Basement Commercial Building for
new micro-brewery with Restaurant at:
121 W. Railroad Ave., Bartlett, IL
(Intersection of W. Railroad Ave. & Oak Ave.)

DATE:

June 01, 2022 (Revised: August 24, 2022)

AGREEMENT BETWEEN (GENERAL CONTRACTOR):

PUROHIT CONSTRUCTION, INC.
251 Bradwell Rd., Inverness, IL 60010

AND (CLIENT):

More Dusty, LLC
Attn.: Mr. Purvish & Sunny Patel Owner(s)
13980 Automall Drive, Huntley, IL 60142
Phone: (847) 668-7613

Thank you for your interest in Purohit Construction, Inc.

In accordance with our in-person communication (s) and via email; we are pleased to submit this agreement for providing all services related to the General Contracting (the G.C.) for new More Micro Brewery at the above-mentioned location.

Project Specifics:

Current Zoning District:	B-1 Village Center District
Existing Property Area:	(+/-) 7,200 Sq Ft
Proposed 1 st floor:	(+/-) 105' x 55' = 5,775 Sq Ft
Proposed 2 nd floor:	(+/-) 105' x 55' = 5,775 Sq Ft
Proposed Basement:	(+/-) 105' x 55' = 5,775 Sq Ft (for Storage Only)
Total Building floor area:	(+/-) 17,325 Sq Ft

BASIC SCOPE OF SERVICES:

It is understood that the proposed development shall consists of new approx. 17,325 Sq Ft of Total 1st, 2nd floors with full basement serving More Brewing Company. Following is the basic scope of services included:

- **New 2-story facility for micro-brewery & restaurant:** The GENERAL CONTRACTOR shall provide all required construction work per the local jurisdiction(s) approved drawings. This contract includes all material(s) and labor for all disciplines that are included in the attached fee schedule (Appendix A).
- The GENERAL CONTRACTOR shall be responsible for getting a certificate of occupancy to the CLIENT after providing the substantial completion of the construction project.

EXCLUSIONS (NOT INCLUDED):

- All jurisdiction related fees shall be paid by the CLIENT

FEE SCHEDULE:

The CLIENT agrees to pay the GENERAL CONTRACTOR the LUMP-SUM FEE of ~~\$530,265.00~~ (Revised: \$481,250.00) to perform the Services as stated above. Breakdown of the services are as follows as shown on an attached Appendix A. A balance from Contingency & working capital shall be returned to the CLIENT at the last draw.

PAYMENT SCHEDULE/ TERMS:

All payments shall be requested with a monthly draw in accordance with an understanding developed with the CLIENT. Number of monthly draws to be decided in close consultation with the CLIENT later date. *VOID*

Payments are due to the GENERAL CONTRACTOR, and payable 30 days from the date of an approved draw. The GENERAL CONTRACTOR shall retain the right to suspend all or part of its services without liability to CLIENT for such action when outstanding balances remain for more than 30 days after the draw approval date.

This Contract (Revised: Change Order) is valid only for 30 calendar days from the proposal date of June 01, 2022 (Revised: August 24, 2022). Once executed, this contract is only valid for above-described work and is not valid for any other similar work. Pricing in this contract is also only valid for above-described work and is not transferable to other similar work

GENERAL TERMS & CONDITIONS:

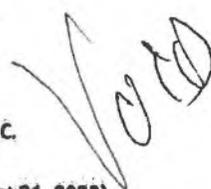
- **LIMITATION OF LIABILITY:** The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the ARCHITECT to the CLIENT for all claims, losses, costs, expenses, or damages of any nature whatsoever, including attorney's fees and costs, from any cases, so that the total aggregate liability of the ARCHITECT to the CLIENT shall not exceed the ARCHITECT'S total fee received for services rendered on this project. It is intended that this limitation or causes of action however alleged or arising, unless otherwise specifically prohibited by law.
- **CLIENT PROVIDED INFORMATION:** The ARCHITECT shall be entitled to rely on the accuracy and completeness of any information provided to the ARCHITECT by the CLIENT. The ARCHITECT shall not review said information for inaccuracies or completeness.
- **HAZARDOUS MATERIALS:** The ARCHITECT assumes no responsibility or liability for the discovery or removal of any hazardous substance found at the jobsite.
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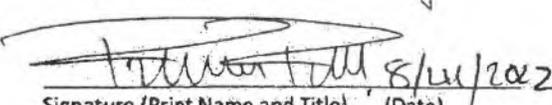
AGREED TO AND ACCEPTED BY:

All conditions and services as set forth in this Agreement are hereby agreed to. The GENERAL CONTRACTOR shall commence with the services as outlined above on a schedule as mutually agreed to by the CLIENT and the GENERAL CONTRACTOR.

GENERAL CONTRACTOR'S Acceptance:

CLIENT'S Authorization:

Hemal Purohit

PUROHIT CONSTRUCTION, INC.
 Hemal Purohit, President
 June 01, 2022 (Revised: August 24, 2022)

PERRY PATEL

 Signature (Print Name and Title) (Date) 8/14/2022

Signature (Print Name and Title) (Date)

Signature (Print Name and Title) (Date)



**CREDIT APPROVAL PRESENTATION
for Jaydev Brew, Inc. dba MORE Brewing**

APPENDIX C: CONSTRUCTION BUDGET

More Brewing Co. Bartlett, IL.
Design-Build Project Construction Cost:

Professional Design Fees (Architect & Engineers)		\$90,000
Masonry (Brck, stone & Concrete Block Masonry) 7 star Construction Masonry		\$95,000
General Requirements (General conditions, overhead, security, etc.) Driven Fence		\$3,017
Conveying Equipment (Elevator,) Chicago Elevator & Lifts		\$90,500
Concrete (Concrete, re-bar, back fill) Eagle Concrete		\$395,000
Flooring		
Electrical (Service, Switch board, panel boards, distribution, Power & Lighting)		\$275,000
Structural & Misc. Steel Supplier & Fabrication - Mechanical Steel		\$555,500
Sheet Piling & earth retention Michels Shoring		\$250,000
Schnider Excavation - 121 W. Railroad		\$169,736
CBM Plumbing		\$280,000
Screening On Roof for Mechanical units		\$10,000
Roofing, sheet metal & flashing		\$28,000
HVAC (includes Permit Fees for Arisul System)		\$160,000
Fire Alarm System (includes Permit Fees)		\$27,500
ISAK Fire Protection Fire Sprinkler System (includes Permit Fees)		\$44,765
Flooring		\$60,000
Painting		\$20,000
Carpenter, insulation & wall sheathing		\$164,600
Opening Door/ windows		\$100,000
Tile work		\$15,000
Landscaping		\$5,000
Trash Enclosure		\$5,000
Total Project Cost		\$2,843,718
Contingency	10%	\$284,371
Total		\$3,128,089

APPENDIX D: RISK EVALUATION RATING

PUROHIT ARCHITECTS, INC.
Architects & Planners

251 Bradwell Rd., Inverness, IL 60010
(O) 847-220-8037; (C) 847.942-8777
Email: info@purohitarchitects.com
www.purohitarchitects.com

Sent Via Email: sunny@morebrewing.com
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THE PROJECT AND LOCATION:

More Brewing Company
New 2-Story with full Basement Commercial Building for
new micro-brewery with Restaurant at:
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(Intersection of W. Railroad Ave. & Oak Ave.)

DATE:

June 7, 2022

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251 Bradwell Rd., Inverness, IL 60010

AND (CLIENT):

More Dusty, LLC
Attn.: Mr. Purvish & Sunny Patel Owner(s)
13980 Automall Drive, Huntley, IL 60142
Phone: (847) 668-7613

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Proposed Basement:	(+/-) 105' x 55' = 5,775 Sq Ft (for Storage Only)
Total Building floor area:	(+/-) 17,325 Sq Ft

BASIC SCOPE OF SERVICES:

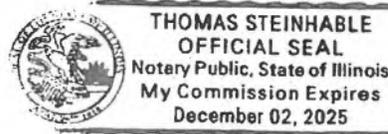
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EXCLUSIONS (NOT INCLUDED):

- All jurisdiction related fees by the CLIENT.

FEE SCHEDULE:

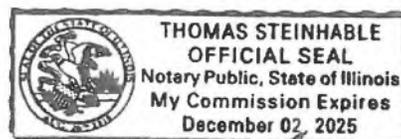


[Handwritten Signature]

APPENDIX A:

**More Brewing Co. Bartlett, IL
Design-Build Project Construction Cost: Invoices Provided**

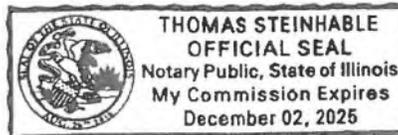
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Masonry (Brick, stone & Concrete Block Masonry) 7 star Construction Masonry		\$95,000
Conveying Equipment (Elevator,) Chicago Elevator & Lifts		\$90,500
Concrete (Concrete, re-bar, back fill) Eagle Concrete		\$395,000
Electrical (Service, Switch board, panel boards, distribution, Power & Lighting)		\$275,000
Structural & Misc. Steel Supplier & Fabrication - Mechanical Steel		\$555,000
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CBM Plumbing		\$267,835
Roofing, sheet metal & flashing		\$28,000
ISAK Fire Protection Fire Sprinklers System (Includes permit Fees)		\$44,765
Carpenter, insulation & wall sheathing		\$164,500
Total Project Cost		\$2,425,336
Contingency	10%	\$233,534
	Total	\$265,8870
Paid to Principal Construction		\$27,827
Paid to Purohit Architects		\$71,001.57
Paid for the Land		\$100,000.00



APPENDIX A:

More Brewing Co. Bartlett, IL
Design-Build Project Change Order

Flooring	\$60,000
Painting	\$20,000
Opening Door/ windows	\$100,000
Tile work	\$15,000
Landscaping	\$5,000
Trash Enclosure	\$5,000
Screening On Roof for Mechanical units	\$10,000
HVAC (includes Permit Fees for Ansul System)	\$185,000
Fire Alarm System (includes Permit Fees)	\$27,500
General Requirements (General conditions, overhead, security, etc.) Driven Fence	\$10,000
Isak Fire Protection Sprinkler System	\$44,764
Sprinkler System	
Total Project Cost	\$482,264.00
Total	\$482,264.00



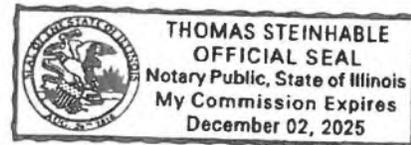
08.29.2022

To: Village Bank & Trust N.A

The attached contract between Purohit Architects Inc and More Busty LLC dated June 7, 2022 for \$2,658,870 is a working contract. Change order for \$482,264 is the working change order.

Sachin Patel, More Dusty LLC

Hemal Purohit, VP
Purohit Architects Inc

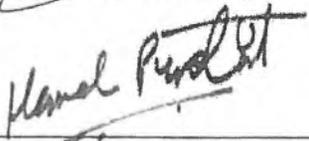
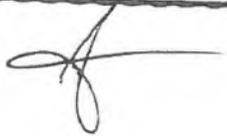
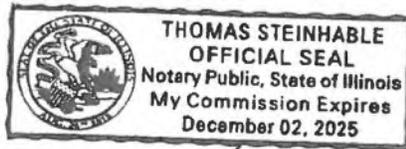


A handwritten signature in black ink, appearing to be "T. Steinhable", is written below the notary seal.

08.29.2022

To: Village Bank & Trust N.A

Please void all attached contract between Purohit Architects Inc and More Busty LLC.


Sachin Patel, More Dusty LLC
Hemal Purohit, VP
Purohit Architects Inc

FROM DRAFT OF OCTOBER 10, 2022 EDC MINUTES:

MORE BREWING BEDA APPLICATION

Attracting a microbrewery to downtown Bartlett has been one of the targeted businesses for many years.

Meanwhile, brothers and village residents Sunny and Perry Patel launched MORE Brewing in Villa Park in 2015.

Due to many factors including their commitment to providing the highest quality product and customer service, employing a dedicated and proficient staff, being flexible and regularly updating their offerings, MORE Brewing quickly became so popular that they expanded their business to an expansive space in Huntley.

Meanwhile, village staff began engaging with Sunny and Perry in an effort to identify an ideal location for them to expand into. This occurred at around the time that the former Lucky Jack's location was obtained and demolished by the village, setting the stage for them to obtain a high-profile site in the heart of downtown Bartlett.

In meetings with the MORE team, the village's economic development team negotiated a land sale, sales tax rebate, and provided a BEDA application.

Already well underway, MORE Brewing's 17,325 SF facility will be a two-story microbrewery and full restaurant featuring a second story walk-out rooftop with a full basement.

It will include a ten-barrel brewhouse which will allow for research and development of new beers as demand in the market changes. Taproom operations will encompass 10,000 SF between two levels of seating space amounting to 160+ taproom seats. An extended season (with radiant in-ground heating) will allow for an additional 60 seats.

The applicants have provided a highly-detailed business plan, demonstrating the precision and planning that goes into operating their highly successful business, in addition to an estimate from Purohit Architects totaling over \$4.4 million. That figure includes contingency costs, working capital, and professional design fees of \$135,000, which are not considered eligible costs in the BEDA program.

With those excluded, the project still amounts to at least \$3.6 million in construction costs, making it one of the largest investments in downtown Bartlett for many years. The only comparable investment in the past fifteen years was the purchase and renovation of Bartlett Plaza to the Streets of Bartlett.

Mr. Fradin concluded by stating that staff recommends the maximum BEDA grant amount of \$50,000, which amounts to one to one-and-a-quarter percent of the total project costs (excluding the land purchase). We have continued communicating with the Patel brothers

throughout the process of this project, which is trending towards becoming costlier than the attached estimates due to current economic conditions.

Mr. Skrycki added that the applicants were unable to be in attendance.

Commissioner Perri asked when the BEDA check is executed.

Mr. Fradin stated upon completion of the project, and all permits are completed and they are open for business.

Commissioner Kubaszko asked when they expect to be open.

Mr. Fradin stated that they are currently looking at February, which would still be in the current fiscal year, and is budgeted for.

Mr. Skrycki reminded the commissioners that in future fiscal years the video gaming revenue is expected to increase, which is where the BEDA funds are based on. This current fiscal year is on track to bring in close to \$350,000 as compared to the budgeted \$250,000.

Commissioner Erickson asked why some of the spots on the application read "VOID".

Mr. Fradin stated their attorneys had done that so that no items in village packets are construed as an actual contract.

Commissioner Gorski asked about the slowed down construction.

Mr. Fradin stated that there was a labor stoppage.

Mr. Skrycki added that there can be a domino effect when you have all of your contractors lined up, and have one hiccup along the way. Our staff met with them this week, and they are getting on track to get it closed up before the wintertime.

Commissioner Perri asked if the village will increase the BEDA program given the success of the program.

Mr. Fradin stated that there have been great successes, and there are more properties to be developed and improved around the village.

Commissioner Kubaszko asked if inflation will contribute to a bigger BEDA budget.

Mr. Fradin stated that if staff uses the full \$250,000 one year, they will consider that a great success. Changes to the program are always being considered to best serve the businesses and it is something to consider.

Commissioner Erickson moved to recommend a maximum BEDA grant in the amount of \$50,000 to MORE Brewing, that motion was seconded by Commissioner Perri.

ROLL CALL VOTE

AYES: Commissioners Erickson, Gorski, Gudenkauf, Lewensky, Kubaszko, Perri

NAYS: NONE

ABSENT: Commissioners Hughes, Smodilla

MOTION CARRIED

Memorandum

TO: Village President and Board of Trustees
FROM: Paula Schumacher, Village Administrator
DATE: October 24, 2022
SUBJECT: Bartlett Park Lease

In the early 1970's the Bartlett Park District was in its early days. The Park District was formed by a successful public referendum vote on January 18, 1964. In 1969, the Village of Bartlett donated the first 13-acre parcel to the Park District, which was part of Sunrise Park.

Today, the district owns or leases more than 500 acres of park lands, including indoor and outdoor pools, two golf courses, a ski facility, a skate park and numerous playgrounds and recreational areas. Notably, the Bartlett Park District is one of only 52 park districts in the State of Illinois who are accredited.

The Village of Bartlett and the Bartlett Park District entered into a lease agreement for Bartlett Park commencing on January 1, 1972 and expiring on December 31, 2022. The lease states that the Village determined that "it is in the best interest of the people of Bartlett to turn the function of planning, operating and maintaining a park system and recreational program in the Village to the Bartlett Park District". The lease outlines maintenance responsibilities, indemnification and utility payments.

Since the 1972 agreement, the Bartlett Park District has managed and maintained the programming, equipment, fields and buildings at the park. The log cabin was included in the lease, but it does not include the gazebo as that structure was added to the park years later to commemorate 100 years of the Village's incorporation in 1981.

Bartlett Park is the site of iconic community events, including the annual tree lighting and National Night Out celebrations. The Free To Be Me Inclusive Playground was opened late summer 2020, and the Merry and Bright festivities were introduced at the park last year. The park district has spent over \$1 million dollars on Bartlett Park since 2020 with the new playground, making improvements inside the log cabin, updating the landscaping and pathways including a new ADA compliant entrance ramp.

Administration staff met with Park District staff over the summer to discuss the renewal of the lease agreement. Staff is seeking direction from the Village Board regarding the renewal and updating of the lease or the transfer of the park to the ownership of the Bartlett Park District.

PARK LEASE AGREEMENT

MADE AND ENTERED at Bartlett, Illinois, as of the first day of January, 1972, by and between the VILLAGE OF BARTLETT, a municipal corporation, of Cook and DuPage Counties, Illinois, with its principal office located at 228 Main Street, Bartlett, Illinois 60103, (herein called the Village) and the BARTLETT PARK DISTRICT, a municipal corporation of Cook and DuPage Counties, Illinois, whose mailing address is P. O. Box 32, Bartlett, Illinois 60103, (herein called "The Park District"),

WHEREAS, the Village is the owner of record of the real estate legally described as follows:

being the park site located between North Oak Street and Eastern Avenue, north of North Avenue, in the Village of Bartlett, which park site is improved with a single story frame recreational building, and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the people of Bartlett to turn over the function of planning, operating and maintaining a park system and a recreational program in the Village of Bartlett to the Bartlett Park District,

WHEREAS, the Park District desires to lease the real estate above described from the Village of Bartlett upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable considerations, it is hereby expressly agreed by and between the parties as follows:

SECTION 1: The Village agrees to and does hereby lease to the Park District the above described real estate for a term of 50 years commencing on January 1, 1972 and expiring on December 31, 2022.

SECTION 2: The Park District agrees to pay the Village as rent for said demised premises the sum of One Dollar (\$1.00) per year in advance upon the first day of January of each year beginning January 1, 1972. Payment of rent for 1972 may be made at any time prior to April 1, 1972.

SECTION 3: Lessee, the Park District, has examined and knows the condition of the demised premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, have been made by the Village or any agent of the Village prior to or at the time of the execution of this lease, that are not herein expressed or endorsed hereon: Lessee shall keep the demised premises, including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality of that broken; and replace all damaged plumbing, electrical and other fixtures with others of equal quality; and will keep the demised premises in a clean and healthful condition according to the Ordinances of the Village of Bartlett from time to time in effect, and the direction of the proper public officers during the term of this lease, at the Park District's expense, and upon the termination of this lease, in any way, will yield up said premises to the Village in good condition and repair (loss by ordinary wear excepted) and deliver the keys therefor at the place of payment of said rent.

SECTION 4: The Park District shall not sublet the demised premises nor any part thereof, nor assign this lease without, in each case, the written consent of the Village first being obtained and will not permit any transfer, by operation of law, of its interest in the demised premises, acquired through this lease, and will not permit said premises to be used for any unlawful purpose or for any purpose that will injure the reputation of the Village.

Section 5: The Park District will not permit any mechanic's lien or liens to be placed upon said premises or any building or improvement thereon during the term hereof, and in case of the filing of any such lien the Park District will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor. All alterations and additions to the demised premises shall remain thereupon for the benefit of the Village at the expiration of this lease.

Section 6: Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, including attorneys fees, arising out of or from any accident or other occurrence on or about said premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

The Park District shall at all times maintain a policy or policies of public liability insurance, with such companies and upon such forms as are acceptable to the Village, naming the Village as an additional party insured, with policy limits of \$1,000,000 for injuries to any one or more persons arising out of any one accident or occurrence, and \$50,000 for property damage arising out of any one accident or occurrence. Every such policy shall contain a clause wherein it is expressly provided that, in no event, can the policy be cancelled by the insurer without thirty (30) days prior written notice to the Village.

Section 7: The Village shall not be liable for any damage occasioned by failure to keep said premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage, or the bursting, leaking or running of any tank, washstand, water closet or waste pipe in, above, upon or about said building or premises, nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

Section 8: The Park District will pay, in addition to the rent above specified all water rents, gas and electric light and power bills taxed, levied or charged on said demised premises, for and during the time for which this lease is granted, and in case said water rents, and bills for gas, electric light and power shall not be paid when due, the Village shall have the right to pay the same, which amounts so paid, together with any sums paid by the Village to keep said premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

Section 9: The Village shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith save as in this clause provided, and the Park District at its own expense will keep all improvements otherwise in good repair as well as in a good tenable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and falling temporarily out of repair.

Section 10: The Park District shall keep all improvements on the demised premises now or hereafter insured for their full insurable value with such companies and upon such forms as are acceptable to the Village. Every such policy shall contain a clause wherein it is expressly provided that, in no event, can the policy be cancelled by the insured without thirty (30) days prior written notice to the Village.

Section 11: The Park District shall allow the Village, its agents and employees, full access to the demised premises for the purpose of examining the same or for the purpose of making any necessary repairs or alterations which the Village may see fit to make.

IN WITNESS WHEREOF, the parties have hereunto caused this Lease Agreement to be executed by the President and Village Clerk of the Village and by the President and Secretary of the Park District pursuant to resolutions duly adopted by their respective governing boards.

The Village of Bartlett

By 
Leg H. Blanchette

The Bartlett Park District

By 

ALBERT:

SECRETARY



AGENDA ITEM EXECUTIVE SUMMARY

Item Name Amendments to Massage and Bodywork Regulations Committee or Board Committee

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Even with the Village's current regulations for massage establishments and bodywork approach businesses and practitioners, there have been occurrences of violations and arrests for prostitution. Based on the strong negative recommendation from the Zoning Board of Appeals on draft amendments to the Zoning Ordinance to downzone these types of uses, staff has researched additions to the code to strengthen the massage and bodywork regulations since their adoption in 2015. The proposed changes include, but are not limited to:

- Updating definitions to match those in the State Statute,
- Adding provisions which include prohibiting employees from living in the business premises and banning sexually suggestive advertising,
- Preventing businesses from quickly transferring ownership after an arrest for prostitution,
- Requiring that landlords not enter into a lease or approve the assignment of a lease to an unlicensed bodywork approach business or massage establishment.

Enforcement of the regulations would also be improved by:

- Monitoring a location which has had illegal activity to ensure that a bodywork approach business or massage establishment does not open under new ownership without the required Village licenses, inspections and background checks,
- Notifying landlords of the new regulations and holding them liable if the lease is assigned to a new, unlicensed business,
- Regularly verifying that massage therapists and bodywork approach practitioners are properly registered and licensed with the State or Village,
- More frequent periodic inspections of the establishments and businesses,
- Updating the semi-annual inspection reports to include the revised regulations.

ATTACHMENTS (PLEASE LIST)

Village Attorney memo, redlined copies of Chapters 29A: Massage Establishments and 29B: Bodywork Establishments Licensing and Licensing Requirements for Practitioners of Bodywork Approaches

ACTION REQUESTED

- For Discussion only - *To review and forward to the Village Board for a final vote*
- Resolution
- Ordinance
- Motion

Staff: Kristy Stone, Interim PDS Director

Date: 10.25.2022

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

TO: President and Board of Trustees of the Village of Bartlett
Paula Schumacher, Village Administrator

FROM: Bryan E. Mraz, Village Attorney

DATE: October 25, 2022

RE: Amendments to Massage and Bodywork Regulations

In 2015 the Village enacted ordinances to regulate and license massage establishments (Bartlett Municipal Code Title 3, Chapter 29A) and bodywork establishments and to license Asian bodywork practitioners (Bartlett Municipal Code Title 3, Chapter 29B) to address ongoing problems with a number of massage businesses in Bartlett where employees of those businesses were arrested for prostitution. The Massage Licensing Act at that time (now known as the Massage Therapy Practice Act), only provided that the state, through its Department of Financial and Professional Regulation (the "Department") could license massage therapists. At that time businesses similar to or in combination with massage parlors were popping up in Bartlett and other suburban areas and offering unregulated Asian bodywork approach services similar to massage, and hiring individuals who claimed to be Asian bodywork approach practitioners because there were no regulations, background checks, or licensing requirements by the state or municipalities at that time for Asian bodywork approach practitioners. It was a loophole that the Village attempted to close by adopting the 2015 ordinances (Title 3, Chapters 29A and 29B, of the Bartlett Municipal Code), in particular with regard to bodyworks establishments and practitioners.

In August of 2019 the legislature passed P.A. 101-421 amending the Massage Licensing Act to preempt municipalities and, in theory, to take over the licensing of Asian bodywork approach practitioners effective January 1, 2020. That prior statute, and the present Massage Therapy Practice Act as amended, do not, however, preempt municipalities from regulating the massage and bodywork businesses themselves, only the licensing of massage therapists, and according to P.A. 101-421, Asian bodywork

practitioners from January 1, 2020 through December 31, 2021, leaving licensing of the individual massage therapists, and in theory but not in practice, licensing of Asian bodywork practitioners by the Department, thereby preempting municipalities from licensing these specific services or occupations. In practice, I do not believe the Department ever began licensing Asian bodywork approach practitioners, despite the fact that the statute preempted municipalities from doing so until the Massage Licensing Act (renamed the Massage Therapy Practice Act) was again amended by P.A. 101-421 effective on January 1, 2022 (the "Act").

From a practical standpoint, what this confusing and complicated legislative history means to the Village of Bartlett and to the municipalities attempting to regulate massage and bodywork businesses and practitioners is that municipalities can continue to license and regulate these businesses and other bodyworks practitioners indefinitely, or until the law is further amended in the future, and can license and regulate Asian bodywork approach practitioners until January 21, 2024 when that provision in state law sunsets. Given the amount of documentation and time necessary to review each Asian bodywork practitioner license, I would expect that the state will again extend that date, leaving it to municipalities to try to regulate and license Asian bodywork practitioners for the foreseeable future.

The attached amendments address the latest change in the statute, and because it is my opinion that municipalities with home rule powers can regulate and license not only these businesses, but license individuals that practice in areas that are expressly made exempt under the Act (or in other words, businesses and occupations that are not regulated by the state), otherwise those businesses and individuals would remain unregulated and unlicensed. Even with the Village's fairly stringent regulations, the Village has seen problems with massage and bodywork approach businesses and practitioners, which would only be worse if the Village had no such regulations.

Based on the strong negative recommendation from the ZBA on staff's draft of proposed amendments to the Zoning Ordinance to downzone these types of uses, staff has nevertheless been looking at ways to further strengthen and tighten its massage and bodywork regulations since they were adopted in 2015. The proposed changes include (1) updating definitions to match those in the Act, and (2) new provisions to deal with some of the practical problems the Village has encountered since the Village's regulations were enacted in 2015, including (i) prohibiting bodywork practitioners, massage therapists or other employees from living in the business premises (see for example 3-29B-18:R); (ii) banning sexually suggestive advertising (see for example 3-29B-14:O and P); (iii) failure of the massage and bodyworks establishment business to keep the Village informed of new hires and to get new hires properly registered and licensed, whether through the state and the Department, or through the Village, with respect to bodywork approach practitioners (see for example 3-29B-11-F:3 and 3-29B-13); (iv) massage business quickly selling to another person or entity after the owner or its employee or independent contractor has been arrested for prostitution and the new massage business owners opening without the proper Village licenses, inspections and background checks (see for example 3-29B-19 notification of landlords); and (v) landlords consenting to

assignments of the lease to a new unlicensed business (see for example 3-29B-21:G). I have included similar provisions in Chapter 29A to address those same problems with massage establishments.

Going forward staff believes that notifying commercial landlords in town of the new regulations and requirements that the massage and/or bodywork approach business must be licensed by the Village before they can open, otherwise the landlord can be liable for fines, may deter landlords from quickly agreeing to the assignment of such leases to unlicensed businesses, which in the past has led to illegal activity at these locations. Staff will also beef up enforcement of the new regulations, including semi-annual and periodic inspections of the businesses, and checking to make sure massage therapists and bodywork approach practitioners are properly registered and licensed with either the state or the Village.

I have attached redlined copies of proposed changes to the 2015 massage and bodywork regulation ordinances so that you can follow what is proposed to be modified, and I suggest that those two chapters ultimately be repealed and replaced with clean copies of new Chapter 29A: Massage Establishments and Chapter 29B: Bodywork Establishment Licensing Requirements, and Licensing Requirements for Practitioners of Bodywork Approaches.

**CHAPTER 29A
MESSAGE ESTABLISHMENTS**

SECTION:

- 3-29A-1: Definitions**
- 3-29A-2: Massage Establishment License Required**
- 3-29A-3: Application For Massage Establishment Business License**
- 3-29A-4: Issuance Of License For A Massage Establishment**
- 3-29A-5: Approval Or Denial Of Application**
- 3-29A-6: Posting Of License; Photo Identification Card; Schedule of Fees for Services**
- 3-29A-7: Register Of Employees**
- 3-29A-8: Notice of Revocation, Supervision, or Denial of a License or Certificate**
- 3-29A-9: Revocation Or Suspension Of License; Waiting Period After Revocation**
- 3-29A-910: Hearing**
- 3-29A-11: Reimbursement Of Costs For Investigation Resulting In Business License Suspension Or Revocation**
- ~~3-29A-1012: Revocation Or Suspension Of Massage Therapist License~~**
- ~~3-29A-1113: Facilities Necessary~~**
- ~~3-29A-1214: Operating Requirements~~**
- ~~3-29A-1315: Persons Under Age Eighteen Prohibited On Premises~~**
- ~~3-29A-1416: Alcoholic Beverages Prohibited~~**
- ~~3-29A-1517: Hours And Massage Therapist On Premises~~**
- ~~3-29A-1618: Employment Of Massage Therapist~~**
- ~~3-29A-1719: Inspections Required~~**
- ~~3-29A-1820: Unlawful Acts~~**
- ~~3-29A-1921: Massage Establishment License; Exemptions~~**
- ~~3-29A-2022: Sale Or Transfer Or Change Of Location Ownership or Tenant~~**
- ~~3-29A-2123: Name And Place Of Business~~**
- ~~3-29A-2224: Joint And Several Liability~~**
- ~~3-29A-2325: Penalty For Violation~~**

3-29A-1: DEFINITIONS:

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

APPLICANT: Any person or entity seeking a massage establishment business license. If the applicant is a sole proprietorship, the information sought to be provided shall be for the individual owner; if a partnership, by each general and each limited partner; if a joint venture, by each joint venturer; if a corporation, by each officer and director, and unless the corporation's stock is publicly traded, by each shareholder owning or holding more than ten percent (10%) of the outstanding stock in said corporation; if a limited liability company, by each manager and by each member owning or holding more than a ten percent (10%) membership interest; if an entity is made up of one or more subentities, then the foregoing information shall be provided or for each subentity. It shall also include the business manager or other person principally in charge of the operation of the business.

CONVICTION: A plea of guilty or nolo contendere, finding of guilty, jury verdict or entry of judgment by sentencing of any crime, including, but not limited to, convictions, preceding sentences of supervision, conditional discharge or first offender probation under the laws of any jurisdiction of the United States.

DEPARTMENT: The Illinois Department of Financial and Professional Regulation.

EMPLOYEE: Any person over eighteen (18) years of age, employed by or under contract with the owner of a massage establishment, who renders any service in connection with the operation of a massage business and receives compensation from the operator of the business or its patrons.

LICENSEE: The operator of a massage establishment.

~~MASSAGE: Any method of pressure on or friction against or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating of the external soft parts of the body with the hands or with the aid of any mechanical or electrical apparatus or appliance, with or without rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments, or other similar preparations used in this practice, under such circumstances that it is reasonably expected that the person to whom treatment is provided, or some third party on such person's behalf, will pay money or give any other consideration or gratuity.~~

MASSAGE or MASSAGE THERAPY: A system of structured palpation or movement of the soft tissue of the body. The system may include, but is not limited to, techniques such as effleurage or stroke and gliding, petrissage or kneading, tapotement or percussion, friction, vibration, compression, and stretching activities as they pertain to massage therapy. These techniques may be applied by a licensed massage therapist with or without the aid of lubricants, salt or herbal preparations, hydromassage, thermal massage, or a massage device that mimics or enhances the actions possible by human hands. The purpose of the practice of massage, as licensed under the Massage Licensing Act is to enhance the general health and well-being of the mind and body of the recipient. "Massage" does not include the diagnosis of a specific pathology. "Massage" does not include those acts of physical therapy or therapeutic or corrective measures that are outside the scope of massage therapy practice as defined in the Massage Licensing Act.¹

MASSAGE ESTABLISHMENT: Any establishment having a fixed place of business where any person, corporation, limited liability company, partnership, limited partnership, joint venture, trust, firm or association that engages in or carries on, or permits to be engaged in or carried on, a business of providing massages by massage therapists. Massage establishments shall not include bodywork establishments which are defined in and require a separate license pursuant to chapter 29B of this title.

MASSAGE THERAPIST: Any person who, for any consideration or gratuity whatsoever, engages in the practice of massage, and who holds a massage therapist license issued by the Illinois department of financial and professional regulation.

OUTCALL MASSAGE SERVICE: Any business, a function of which is to engage in or carry on massages by a massage therapist at a location designated by the customer or patron rather than at a massage establishment.

PATRON: Any person who is offered or receives a massage under such circumstances that it is reasonably expected that he or she will pay money or any other consideration for such massage.

SEXUAL OR GENITAL AREA: Genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of a female.

¹ 225 ILCS 57/1, et seq.

STATE LICENSE: A valid license issued by the Illinois department of financial and professional regulation to a massage therapist pursuant to the Illinois massage therapy act, formerly known as the massage licensing act, 225 Illinois Compiled Statutes 57/1 et seq. (~~Ord. 2015-77, 10-6-2015~~)

3-29A-2: MASSAGE ESTABLISHMENT LICENSE REQUIRED:

- A. Massage Establishment License Required: No person or entity shall engage in or carry out the business of massage unless that person or entity has a valid massage establishment business license issued by the village pursuant to the provisions of this chapter for each and every separate office or place of business in the village, unless said business is exempt under section 3-29A-19 of this chapter. However, where individuals possessing the license required in subsection B of this section, perform massage in their own homes, no massage establishment license shall be required for that home. When a licensee performs massage in his or her own home, in addition to the requirements of this chapter, the requirements of the Bartlett zoning ordinance pertaining to home occupations shall apply. ~~A person or entity, who or which, prior to the adoption of this chapter, has been issued a business license in 2015 (with an expiration date of April 30, 2016), to engage in or carry out the business of massage, as a spa, massage therapy or health club, shall be subject to this chapter, and shall be required to apply for a separate massage establishment license on or before October 31, 2015, but shall not be required to pay an additional massage establishment license fee for the period ending April 30, 2016.~~
- B. State License Required: No person shall engage in massage for compensation, unless the person has a valid state license issued by the Illinois department of financial and professional regulation pursuant to the massage therapy act, formerly known as the massage licensing act, 225 Illinois Compiled Statutes 57/1 et seq., or is exempt therefrom under said act. (~~Ord. 2015-77, 10-6-2015~~)

3-29A-3: APPLICATION FOR MASSAGE ESTABLISHMENT BUSINESS LICENSE:

Every applicant for a license to maintain, operate, or conduct a massage establishment shall file an application, under oath, with the village of Bartlett upon a form provided by the village clerk and pay a nonrefundable annual license fee, in the amount set forth in section 3-1-1 of this title. Copies of the massage establishment business license application shall be forwarded to the building ~~director and code enforcement division manager~~, the health inspector, and the ~~community director of planning and development director services~~. Each such director, ~~division manager~~ or inspector, or his or her designee, shall, within thirty (30) days, inspect the premises proposed to be operated as a massage establishment and upon inspection, each inspector shall file a written report with the village clerk concerning compliance with the applicable regulations. The application, once accepted, shall also be referred to the police department for investigation. The police department will perform the required criminal record check, if any. Background investigations of the applicant shall require the submission of fingerprints. The cost of the criminal record check and cost of fingerprint submissions shall be borne by the applicant. Massage therapists, Asian bodywork practitioners, or other bodywork practitioners holding a valid state license or business certificate issued by the Illinois department of financial and professional regulation shall not be required to submit to a criminal background check if he or she submits a true and accurate copy of his or her state license or business certificate with his, her or its application. Each application shall contain the following information:

- A. A definition of service to be provided.

- B. The location, mailing address and all telephone numbers where the business is to be conducted.
- C. Federal employer identification number (FEIN) and state of Illinois business tax number (IBT).
- D. The name and residence address of each applicant (all provisions which refer to applicant include an applicant which may be a person operating as a sole proprietorship, corporation, limited liability company, partnership, limited partnership, joint venture, or association).
 1. If applicant is a corporation, the name, primary residence address, driver's license number, social security number, and fingerprints of each officer, director and of each stockholder owning more than ten percent (10%) of the stock of the corporation or company, (except for any officer, director or shareholder that is a state licensed massage therapist), and the address of the corporation or company itself, if different from the address of the massage establishment. A certificate of good standing from the secretary of state of the state of its incorporation shall also be submitted
 2. If the applicant is a limited liability company, the name, primary residence address, driver's license number, social security number, and fingerprints of each manager and of each member that owns greater than a ten percent (10%) membership interest in said company, (except for any such member or manager that is a state licensed massage therapist, Asian bodyworks practitioner or other bodyworks practitioner). A certificate of good standing from the secretary of state of the state of its organization shall also be submitted.
 3. If applicant is a partnership, the name, primary residence address, driver's license number, social security number and fingerprints of each partner including limited partners, and the address of the partnership itself, if different from the address of the massage establishment.
- E. The two (2) previous addresses immediately prior to the present address of the applicant.
- F. Proof that the applicant is at least eighteen (18) years of age.
- G. Individual applicant's height, weight, color of eyes, hair and sex.
- H. Copy of driver's license or state identification card.
- I. One portrait photograph of the applicant at least one inch by one and one-half inches (1" x 1 1/2") and a complete set of applicant's fingerprints if the applicant is a sole proprietorship (unless the sole proprietor is a state licensed massage therapist) shall be taken by the chief of police or his/her agent. If the applicant is a partnership, limited liability company, or corporation, fingerprints of any and all officers, shareholders, directors, partners, members, managers or agents of the entity (except for state licensed massage therapists) along with the fee for each.
- J. Business, occupation, or employment of the applicant for the three (3) years immediately preceding the date of application.
- K. The massage or similar business license history of the applicant; whether such person or entity, previously operating/operated in this or another municipality, county or state, has had a

business license revoked or suspended, the reason for the revocation or suspension, and the business activity or occupation subsequent to such action of suspension or revocation.

- L. All criminal convictions ~~other than misdemeanor traffic violations, including the dates of convictions, nature of the crimes and place convicted of the applicant if a sole proprietor; and for each officer, director, and for each shareholder owning 10% or more of a corporation; each of the managers and for each member owning 10% or greater membership interest in a limited liability company; for each partner of a partnership; for each general partner of a limited partnership; and for each joint venturer, other than misdemeanor traffic violations, including the dates of convictions, nature of the crimes and place convicted.~~ If a partnership, limited partnership or joint venture is made up of one or more corporations or limited liability companies, then the requisite information shall be furnished for each entity that comprises it. ~~By way of example and not as a limitation, if a joint venture is made up of two corporations, then the information required in this subsection for corporations would apply to each officer, director and shareholder owning 10% or more stock in each corporation that comprises the joint venture.~~ Convictions shall mean by plea of guilty or nolo contendere finding of guilty, jury verdict or entry of judgment by sentencing of any crime, including, but not limited to, convictions or preceding sentences of supervision, conditional discharge or first offender probation under the laws of any jurisdiction of the United States:
1. That is a felony, or
 2. That is a misdemeanor, an essential element of which is dishonesty or that is directly related to the practice of the professions including, without limitation, the following Illinois offenses, or if found guilty outside the state of Illinois, would constitute the same offense if committed within the state of Illinois:
 - a. An offense involving the use of force and violence upon the person of another that amounts to a felony.
 - b. An offense enumerated in any provision of article 11, entitled "sex offenses", of the Illinois criminal code, 720 Illinois Compiled Statutes 5/11-1 et seq., as amended from time to time.
 - c. A violation of the Illinois controlled substances act, 720 Illinois Compiled Statutes 570/100 et seq., as amended from time to time.
 - d. A violation of the Illinois cannabis control act, 720 Illinois Compiled Statutes 550/1 et seq., as amended from time to time.
 - e. A felony offense enumerated in article 24, deadly weapons, of the Illinois criminal code, 720 Illinois Compiled Statutes 5/24-1 et seq., as amended from time to time, or any other offense that involves the use of weapons.
- M. The name and address of each massage therapist who is or will be employed in the establishment, including a copy of their respective state licenses as issued by the Illinois department of financial and professional regulation, and if the business intends to hire any employees or independent contractors to perform Asian bodywork approaches (see definitions in chapter 29B of this title), or other ~~forms of~~ bodywork approaches (see definitions in chapter 29B of this title) or modalities that are exempt under section 25 of the massage

licensing act² who are not state licensed massage therapists, a listing of the name, address, type of bodywork approach or modality that will be practiced for each employee, and for each independent contractor, and if Asian bodywork approaches or other bodywork approaches will be offered by any person other than a massage therapist or individual exempt under section 3-29A-19 of this chapter, then ~~an Asiana~~ bodywork approach establishment business license shall also be required for the business pursuant to the provisions of Chapter 29B of this title, and each practitioner of ~~an Asian~~ bodywork approach or other bodywork approach shall procure ~~an Asiana~~ bodywork approach practitioner license as required under chapter 29B of this title before performing such services unless that person is a massage therapist licensed by the Department.

- N. The name and address of any other business owned or operated by any person whose name is required to be given in subsection D of this section.
- O. A description of any other business to be operated on the same premises or on adjoining premises owned or controlled by the applicant.
- P. Authorization of the village, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the license, and to perform criminal background investigations as required by this chapter.
- Q. Such other identification and information necessary to discover the truth of the matters required to be set forth in the application.
- R. Applicants, who hold a valid state massage therapist license, are exempt from the fingerprinting and criminal background check requirement, if a copy of the license is submitted with the application.

Upon the completion of the above provided form and the furnishing of all foregoing information, the village clerk shall accept the application for the necessary investigations. The holder of a massage establishment license shall notify the village clerk of each change in any of the data required to be furnished by this section within ten (10) days after such change occurs. (Ord. 2015-77, 10-6-2015)

3-29A-4: ISSUANCE OF LICENSE FOR A MASSAGE ESTABLISHMENT:

The village of Bartlett shall issue a license for a massage establishment if all requirements for a massage establishment described in this chapter are met unless it finds:

- A. The correct license fee or other fees or fines owed to the village of Bartlett have not been tendered to the village; or
- B. The operation, as proposed by the applicant, if permitted, would not comply with all applicable laws, including, but not limited to, the village's building licensing, zoning, and health regulations; or
- C. ~~The applicant or its~~The applicant, or any of its officers, directors, shareholders (owning 10% of stock in a corporation), managers, members (owning 10% or greater membership interest

² 225 ILCS 57/25

in a limited liability company), partners, or joint venturers, employees, other than massage therapists, have been convicted by plea of guilty or nolo contendere, finding of guilty, jury verdict or entry of judgment by sentencing of any crime, including, but not limited to, convictions or preceding sentences of supervision, conditional discharge or first offender probation under the laws of any jurisdiction of the United States:

1. That is a felony, or
2. That is a misdemeanor, an essential element of which is dishonesty or that is directly related to the practice of the professions including, without limitation, the following Illinois offenses, or if found guilty outside the state of Illinois, would constitute the same offense if committed within the state of Illinois:
 - a. An offense involving the use of force and violence upon the person of another that amounts to a felony.
 - b. An offense enumerated in any provision of article 11, entitled "sex offenses", of the Illinois criminal code, 720 Illinois Compiled Statutes 5/11-1 et seq., as amended from time to time.
 - c. A violation of the Illinois controlled substances act, 720 Illinois Compiled Statutes 570/100 et seq., as amended from time to time.
 - d. A violation of the Illinois cannabis control act, 720 Illinois Compiled Statutes 550/1 et seq., as amended from time to time.
 - e. A felony offense enumerated in article 24, deadly weapons, of the Illinois criminal code, 720 Illinois Compiled Statutes 5/24-1 et seq., as amended from time to time, or any other offense that involves the use of weapons.

The village of Bartlett may issue a license to any person found guilty of (or whose employees, applicant's agents, or any of them) have been found guilty of) any of the crimes described in subsections C2a through C2e of this section only if it determines that such finding of guilt occurred at least ten (10) years prior to the date of the application and the individual has had no subsequent felony findings of guilty of any nature and no subsequent misdemeanor findings of guilty for a crime or crimes set forth in this section and demonstrates that he or she has been rehabilitated.

- D. Any applicant who for himself, herself, itself has not knowingly made any false, misleading or fraudulent statement of fact or failed to disclose required information or a fact in the license application or in any other document required by the village for himself, herself, itself, or as to any of the applicant's agents.
- E. Any applicant or any of applicant's agents, has had a massage business, massage therapy or other similar permit or license denied, revoked or suspended by the village or any other state, county, municipality or local agency within five (5) years prior to the date of the application.
- F. AnyThe applicant is or any of applicant's agents are not ~~over~~ eighteen (18) years of age or older.

- G. Copies of the state licenses of persons, who will be providing massage services at the business establishment, including outcall services, have not been provided.

The information required under this section has not been furnished. (Ord. 2015-77, 10-6-2015)

3-29A-5: APPROVAL OR DENIAL OF APPLICATION:

The village of Bartlett shall act to approve or deny an application for a license under this chapter within a reasonable period of time and in no event shall the village of Bartlett act to approve or deny said license later than forty five (45) days from the date that said application is complete and was accepted as complete by the village clerk. Every license issued pursuant to this chapter will terminate on April 30 following such issuance, unless sooner suspended ~~or~~, revoked or surrendered to the village. (Ord. 2015-77, 10-6-2015)

3-29A-6: POSTING OF LICENSE; PHOTO IDENTIFICATION CARD; SCHEDULE OF FEES:

- A. ~~The state licenses issued to massage therapists~~The massage establishment business license issued by the Village, and the state massage therapist licenses issued by the Department to each massage therapist employed by the licensee, including employees and independent contractors, shall be available for public inspection and review upon request, if said licenses are not posted and available for immediate inspection in the reception area for patrons, if any, or in the ~~therapist's~~respective therapist's, Asian bodywork practitioner's, or other bodywork practitioner's work area.
- B. Every massage therapist shall possess his or her state license and a government issued photo identification card while on the licensed premises and produce such state license and identification card upon request of any representative of the village of Bartlett.
- C. To provide outcall massage service, the massage therapist must possess a government issued photo identification card and state massage therapist license issued by the Department in the name of the individual providing the massage service. (Ord. 2015-77, 10-6-2015)
- D. Every massage establishment and every Asian bodywork approach establishment shall post in a conspicuous location on the business premises a schedule of the fees charged for the various types of massage, Asian bodywork approaches, and other bodywork approach services.

3-29A-7: REGISTER OF EMPLOYEES:

The licensee or person designated by the licensee of a massage establishment business license shall maintain a current register of all persons employed at ~~any time~~all times, including employees, independent contractors and massage therapists, Asian bodywork practitioners, and other bodywork practitioners, along with their current photographs and a copy of their respective state licenses ~~and license copies or business certificates or Village licenses.~~ Such register and state licenses or business certificate and village license copies shall be available at the massage establishment to representatives of the village of Bartlett during regular business hours. (Ord. 2015-77, 10-6-2015)

3-29A-8: NOTICE OF REVOCATION OR, SUSPENSION OR DENIAL OF A LICENSE; WAITING PERIOD AFTER REVOCATION:

- A. ~~Any license issued for a massage establishment may be revoked or suspended by the village of Bartlett after notice and a hearing, for good cause, or in any case where any of the~~

~~provisions of this chapter are violated or where any employee, of the licensee, or any independent contractor under written or oral contract with the licensee, including a massage therapist, is engaged in any conduct which violates any of the state, county or local laws, rules, regulations or ordinances at licensee's place of business. Such license may also be revoked or suspended by the village of Bartlett after notice and hearing, upon the recommendations of the health inspector that such business is being managed, conducted or maintained without regard to proper sanitation and hygiene. Such revocation proceedings shall be as prescribed in this chapter.~~

OR CERTIFICATE:

~~No massage establishment business license shall be revoked, suspended, or denied and refused to be issued until the applicant has received written notice from the village clerk at the address provided in the application on file with the village. The notice shall set forth the allegations of why the license should be revoked, suspended, or refused. Said written notice shall be served upon the massage establishment business license holder or applicant by delivering the same personally or by leaving such notice at the place of business or residence of the license holder representative or manager, if any, on file with the Village or with the applicant identified in the applicable application. The license holder shall notify the village within forty eight (48) hours of any change in the name or address of its representative, if any. If the applicable licensee cannot be found, and the service of such notice cannot be otherwise made in the manner therein provided, a copy of such notice shall be sent by certified mail, postage prepaid, and by regular mail, postage prepaid, addressed to the massage establishment business license holder at the licensee's or applicant's place of business or residence on file with the village. The revocation or suspension of a massage establishment business license shall be deemed effective three (3) business days after personal service or after the mailing of the written notice as provided herein.~~

3-29A-9: REVOCATION OR SUSPENSION OF A LICENSE:

~~The massage establishment license of a business may be revoked or suspended, in addition to the fines provided for in section 3-29A-25: of this chapter, upon one or more of the following grounds:~~

- ~~A. The massage establishment business license holder or person filling out and submitting the underlying application for the massage establishment business license has committed an act(s) of fraud or deceit in the application for license, or renewal thereof, submitted to the village clerk.~~
- ~~B. The massage establishment business license holder is engaged in or has employees or independent contractors in the licensed premises engaged in the practice of massage without a state massage therapist or applicable state business certificate license therefor, or is engaged in, or has employees or independent contractors in the licensed premises engaged in providing Asian bodywork approach services or other bodywork approach services by an individual(s) who is/are not a state licensed massage therapist(s), or other bodywork approach practitioner license issued by the Village pursuant to Chapter 29B of this title, or is acting under a false or assumed name, or is impersonating a state licensed massage therapist, or Village licensed bodywork approach practitioner of a like or different name.~~
- ~~C. The massage establishment business license holder, or any massage therapist, employee or independent contractor has committed an act of fraudulent, false, misleading or deceptive advertising, or prescribing medicines, drugs, or practices any other licensed profession without legal authority therefor.~~

- D. The massage establishment business license holder or any of its employees or independent contractors has committed an act(s) of prostitution, sexual offense, or trafficking in controlled substances after the date of issuance of a massage establishment business license.
- E. The massage establishment business license holder, massage therapist, or bodywork approach practitioner working at the massage establishment premises is found to be in violation of any section of this chapter or of chapter 29B of this title.
- F. The massage establishment business license holder, or a massage therapist, or any employee or independent contractor working in the massage establishment licensed premises, permits or engages in an act or acts of prostitution or solicitation for an act or acts of prostitution within the licensed premises or elsewhere or permits any procedure during the performance of services within or off the licensed premises that are performed for the purpose of sexual arousal or gratification of any patron, or should reasonably be expected to cause such result, or permits the use of trafficking of controlled substances or cannabis on the licensed premises.
- G. The massage establishment business license holder, or any employee or independent contractor of the massage establishment business performs an act of prostitution within the licensed premises or off the premises or solicits an act of prostitution on or off the premises or performs services within or without the premises in such a manner for the purpose of sexual arousal or gratification of a patron, or should reasonably be expected to cause such result, or the licensee uses or is trafficking in controlled substances or cannabis.
- H. The massage establishment business license holder, massage therapist, or any employee or independent contractor of the bodywork approach business has violated or is not in compliance with this chapter or chapter 29B of this title and the license has been suspended within the preceding twenty four (24) months.
- I. A massage establishment business license holder, massage therapist, Asian bodywork practitioner, or other bodyworks approach practitioner, or any employee or independent contractor of the massage establishment business who knowingly conducted massage activities or provided Asian bodywork approach services or other bodywork approach services in the village during a period of time when the license holder's license was suspended.
- J. Within a twenty four (24) month period, a person or persons committed an offense as listed in subsection 3-29A-4:C.2. of this chapter, which substantially occurred in or on a licensed premises, and for which a conviction has been obtained, and the person was a massage therapist or was an employee or independent contractor under contract of the massage establishment business license holder at the time the offenses were committed. The fact that a conviction is being appealed shall have no effect on the revocation of the license.
- K. A massage establishment business license holder is delinquent in payment to the village for ad valorem taxes or other taxes or fees related to the massage establishment.
- A-L. If a license has been revoked for any cause, no license shall be granted to any person for the conduct of the business of a massage establishment at that location for a period of three (3) years. (Ord. 2015-77, 10-6-2015)

3-29B-10: HEARING:

- A. Any applicant, owner, massage establishment business license holder who receives a notice of denial, revocation or suspension may file a request for hearing with the village administrator as provided herein. Such request shall be filed with the village clerk in writing no later than ten (10) business days following personal delivery or mailing of the notice, and shall include a response to the village clerk's notice. Such response shall include a brief statement addressing the alleged substantive deficiencies and/or violations cited in the village clerk's notice and shall set forth the basis for why the license should not be denied, revoked or suspended. If a request for hearing is filed of an order of the village clerk denying, or the Village Administrator suspending or revoking a license, such denial, suspension or revocation shall be stayed pending final order of the village administrator as provided in this section. If a request for hearing is not filed, the village administrator may review the allegations and any other pertinent material, and enter a ruling revoking, suspending or confirming the refusal to issue a license.
- B. When any applicant or massage establishment business licensee requests a hearing, the village administrator shall schedule an informal public hearing not later than twenty one (21) days following receipt of such hearing request. The village administrator may designate a hearing officer to schedule, convene and conduct the hearing. In such case, the hearing officer shall have the same powers as the village administrator to administer oaths and to continue the hearing from time to time to permit the applicant or licensee, as the case may be, to provide additional information. The purpose of the hearing will be to offer the applicant or licensee an opportunity to show cause why the application should not be denied, or the license suspended or revoked. A record shall be made of the hearing and documents may be submitted and/or testimony given, either in person or through sworn affidavit. The Illinois code of civil procedure shall not be applicable to such hearing. Hearsay may be admissible so long as the village administrator or hearing officer determines that it bears an indicia of reliability and so long as the rules associated with hearsay are equally applied to all participants in the hearing. This record may be made by electronic recording. Where such designation has been made, the hearing officer shall submit proposed findings and recommendations to the village administrator within fourteen (14) days of the close of the hearing.
- C. Any violation of this chapter or unlawful act of any licensee, massage therapist, employee, or any independent contractor under contract with such business, of a licensed massage establishment business committed on a licensed premises shall be attributable to the licensed massage establishment business.
- D. Within twenty-one (21) days after the close of hearing set forth in subsection B of this section, the village administrator shall make written findings of fact and issue an appropriate order. A copy of such order shall be promptly served upon the applicant, owner, or massage establishment business license holder. If the village administrator determines that the license should be revoked or suspended, the suspension or revocation shall take effect immediately upon receipt unless otherwise specified.
- E. The decision of the village administrator as provided in subsection D of this section shall be the final administrative action of the village with respect to the license or application, and shall be subject to the immediate appeal by the applicant, massage establishment business license holder to the circuit court of Cook County. Such appeal to the circuit court under the administrative review act shall be filed not later than thirty five (35) days following receipt of the village administrator's findings and order. Failure to file such appeal as provided herein shall render the village administrator decision final.

3-29A-9-11: REIMBURSEMENT OF COSTS FOR INVESTIGATION RESULTING IN BUSINESS

LICENSE SUSPENSION OR REVOCATION:

In the event that the village of Bartlett conducts an investigation of a licensed massage establishment, which results in the revocation or suspension of its massage establishment business license, the licensee shall reimburse the village for any and all of the village's costs for the investigation. Failure to pay such costs within ten (10) days' written notice from the village shall result in the continuance of any suspension until such time as those costs are paid and no massage establishment business license shall be issued or renewed for such a business at the same location until such costs have been paid to the village. The village shall have such additional or further remedies for collection of such costs as are available by law. (Ord. 2015-77, 10-6-2015)

3-29A-4012: REVOCATION OR SUSPENSION OF MASSAGE THERAPIST LICENSE:

A massage therapist license issued by the state may be revoked or suspended by the state in accordance with the Illinois massage licensing act, 225 Illinois Compiled Statutes 57/1 et seq., as it may be amended from time to time. The chief of police shall report any and all suspected violations to the massage licensing board and to the Illinois department of financial and professional regulation or similar entity if the massage therapist license is issued by another state. (Ord. 2015-77, 10-6-2015)

3-29A-4413: FACILITIES NECESSARY:

Every location for which a massage establishment license is sought shall, in addition to meeting all other village regulations, comply with the following:

- A. The premises shall have adequate equipment for disinfecting and sterilizing nondisposable instruments and materials used in administering massages. Such nondisposable instruments and materials shall be disinfected after use on each patron.
- B. Closed cabinets shall be provided and used for the storage of clean linen, towels and other materials used in connection with administering massages. All soiled linens, towels and other materials shall be kept in properly covered containers or cabinets, which containers or cabinets shall be kept separate from the clean storage areas.
- C. The minimum number of plumbing fixtures shall be provided and maintained as required by the building code or this chapter, whichever is more restrictive. (Ord. 2015-77, 10-6-2015)

3-29A-1214: OPERATING REQUIREMENTS:

- A. Every portion of the massage establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary manner.
- B. Prices for all services shall be prominently posted in the reception area in a location available to all prospective customers.
- C. All employees and independent contractors, including massage therapists, shall be clean and wear clean, nontransparent outer garments.
- D. All massage establishments shall be provided with clean, laundered sheets and towels which shall be laundered after each use by an individual patron and stored in a sanitary manner. All towels and linens furnished for use of one patron shall not be refurnished for use of another patron until laundered.

- E. The sexual or genital areas of patrons must be covered with nontransparent towels, cloths, or undergarments when in the presence of an employee, independent contractor of the licensee, or massage therapist.
- F. All walls, ceilings, floors, pools, showers, baths, and steam rooms and any other physical facilities shall be kept in good repair and maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor cabinets, shower compartments and toilet rooms shall be thoroughly cleaned each day the massage establishment is in operation. Bathtubs and showers shall be thoroughly cleaned after each use. When carpeting is used on the floors, it shall be kept dry.
- G. Oils, creams, lotions, and other preparations used in administering massages shall be kept in clean, closed containers or cabinets.
- H. Each massage therapist shall wash his or her hands in hot running water using a proper soap or disinfectant before administering massage to any patron.
- I. No massage therapist, employee, or licensee shall perform, offer, or agree to perform any act which shall require the touching of a patron's sexual or genital area.
- J. Any reception or waiting area shall be open to the public and visible from outside of the immediate entrance, e.g., storefront windows and any entrance door shall be transparent and unobstructed. Any exterior windows or doors with a view to the waiting area or reception area must be free of any posting or material that would obstruct the view of the waiting area or reception area from the outside of the establishment.
- K. No massage establishment granted a license under the provisions of this chapter shall place, publish or distribute or cause to be placed, published or distributed any advertisement, picture, or statement which is known or through the exercise of reasonable care should be known to be false, deceptive or misleading in order to induce any person to purchase or utilize any professional massage services.
- L. No massage establishment granted a license under the provisions of this chapter shall depict, place, publish, distribute, or cause to be depicted, placed, published, or distributed any advertising matter that suggests to prospective patrons that any services are available other than those services permitted by this chapter, or which would suggest that employees or massage therapists are dressed in any manner other than that permitted by this chapter.
- M. No advertising will suggest or describe the physical characteristics of employees or massage therapists.
- N. No person shall be denied a massage or access to the massage establishment because of gender. (Ord. 2015-77, 10-6-2015)

3-29A-1315: PERSONS UNDER AGE EIGHTEEN PROHIBITED ON PREMISES:

It shall be unlawful to permit any person under the age of eighteen (18) years to be offered or receive a massage at any massage business establishment unless accompanied by, or with written consent of, a parent or legal guardian. (Ord. 2015-77, 10-6-2015)

3-29A-1416: ALCOHOLIC BEVERAGES PROHIBITED:

No person shall sell, give, dispense, provide or keep, or cause to be sold, given, dispensed, provided or kept, any alcoholic beverage on any premises used in any way for or by a massage business, patron or massage therapist. (Ord. 2015-77, 10-6-2015)

3-29A-~~15~~17: HOURS AND MASSAGE THERAPIST ON PREMISES:

No portion of any business premises used in any way for or by a massage business shall be kept open for any purpose between the hours of ten o'clock (10:00) P.M. and eight o'clock (8:00) A.M., and there shall be at least one state licensed massage therapist present on the business premises at all times when the massage establishment is open for business. (Ord. 2015-77, 10-6-2015)

3-29A-~~16~~18: EMPLOYMENT OF MASSAGE THERAPIST:

No person shall employ, as an employee or independent contractor, as a massage therapist, any person unless the employee or independent contractor has obtained and has in effect a state license issued by the Illinois department of financial and professional regulation pursuant to the Illinois massage licensing act, 225 Illinois Compiled Statutes 57/1 et seq., as it may be amended from time to time. If a massage establishment employs any person or hires any independent contractor who is not a stated licensed massage therapist, or Village licensed bodywork approach practitioner, but who performs or willis employed to perform any Asian bodywork approach or other bodywork approach services, the establishment shall also procure a bodyworks establishment business license pursuant to chapter 29B of this title, and any person that will perform Asian bodywork approachesapproach services or other bodywork approach services that is not a massage therapist, shall firstbe required to procure an-Asiana bodywork approach practitioner'spractitioner license from the village before performing any such services in accordance with the requirements of chapter 29B of this title. (~~Ord. 2015-77, 10-6-2015~~)

3-29A-~~17~~19: INSPECTIONS REQUIRED:

Upon issuance of a massage establishment business license, in addition to the inspection requirements of section 3-29A-3 of this chapter, the licensee shall provide any representative of the village with reasonable opportunity to inspect the premises for which the permit is issued and to interview the licensee's agents, employees, and independent contractors under oral or written contract to perform massages on the business premises or off site for the purpose of determining that the provisions of this chapter and other applicable ordinances and state and federal laws are being complied with. It shall be unlawful for any person to fail to allow any representative of the village access to the premises of the massage establishment or to hinder such access or to fail to provide any such required information and documentation in any manner. (~~Ord. 2015-77, 10-6-2015~~)

3-29A-~~18~~20: UNLAWFUL ACTS:

- A. It shall be unlawful for any person, in a massage establishment, to place his or her hand or hands upon, to touch with any part of his or her body, to fondle in any manner, or to massage, a sexual or genital area of any other person.
- B. It shall be unlawful for any person, in a massage establishment, to expose his or her sexual or genital area to any other person. It shall also be unlawful for any person, in a massage establishment, to expose the sexual or genital area of any other person.
- C. It shall be unlawful for any person, while in the presence of any other person in a massage establishment, to fail to conceal with a fully opaque covering, the sexual or genital area of his or her body.

- D. It shall be unlawful for any person to perform, offer or agree to perform any act which shall require the touching of a patron's sexual or genital area or any unlawful act, as defined in 720 Illinois Compiled Statutes 5/11-14, 5/11-14.1, 5/11-14.3, and 5/11-14.4, which are incorporated as now or hereafter amended.
- E. It shall be unlawful for any person owning, operating or managing a massage establishment, to cause, allow or permit in or about such massage establishment, any agent, employee or any other person under his or her control or supervision to perform such acts prohibited in subsection A, B, C or D of this section.
- F. It shall be unlawful for any licensee under this chapter to administer or permit massage within the village, except within the establishment licensed to carry on such business under this chapter or as outcall massage service.
- G. It shall be unlawful for any massage service to be carried on within any cubicle, room, booth or any area within a massage establishment which is fitted with a door capable of being locked. Toilets and cubicles used solely for the application of liquid and vapor baths shall be clearly marked as to purposes on the exterior door or curtain of the cubicle, room or booth. Nothing contained in this chapter shall be construed to eliminate any other regulation concerning the maintenance of premises, or to preclude authorized inspection of any premises, whenever such inspection is deemed appropriate by the police or health departments. (Ord. 2015-77, 10-6-2015)

3-29A-19: MASSAGE ESTABLISHMENT LICENSE; EXEMPTIONS:

The ~~massage establishment license, otherwise required under provisions of~~ this chapter, shall not ~~be required for hospitals~~ apply to:

1. ~~Hospitals~~, nursing homes, ~~sanatoriums~~, or any facility at which a healthcare worker duly licensed by the state of Illinois provides, on an ongoing basis, professional health services to individuals, ~~including, but not limited to, or persons holding an unrevoked certificate to practice the healing arts under the laws of the state of Illinois, or to those working under the direction of any such persons in any such businesses, including~~ the offices of an occupational therapist licensed under the ~~Illinois occupational therapy practice act, 225 Illinois Compiled Statutes 75/1 et seq.,³~~ a physical therapist licensed under the ~~physical therapy act⁴, a physician or chiropractic physician licensed under the~~ medical practice act, ~~225 Illinois Compiled Statutes 60/1 et seq., a chiropractor licensed under the medical practice act, 225 Illinois Compiled Statutes 60/1 et seq., and⁵~~ a naprapath ~~listed~~ licensed under the ~~Illinois naprapathic practice act, 225 Illinois Compiled Statutes 63/1 et seq. (Ord. 2015-77, 10-6-2015).~~⁶

~~3-29A-20: SALE OR TRANSFER OR CHANGE OF LOCATION:~~

~~Upon sale, transfer or relocation of a massage business or the relocation of the massage establishment, the massage establishment license shall be null and void. (Ord. 2015-77, 10-6-2015)~~

³ ~~225 ILCS 75/1 et seq.~~

⁴ ~~225 ILCS 90/1 et seq.~~

⁵ ~~225 ILCS 60/1, et seq.~~

⁶ ~~225 ILCS 63/1 et seq.~~

2. 3-29A-21 Any barber, cosmetologist, esthetician or nail technician lawfully carrying on their respective businesses to the extent authorized under a valid unrevoked license or certificate of registration issued by the state of Illinois; provided, however, this exemption is only intended to permit normal and customary barbering, cosmetology, esthetic and nail technology services which involve incidental physical contact, such as scalp rubs, facials, and hand manipulations which otherwise qualify as massage activities or bodywork approach services. This exemption is not intended, and does not permit, general massage activities as part of any barber, cosmetologist, esthetician or nail technician business beyond that authorized by their state license or certification.
3. Any athletic trainer registered in the state of Illinois who administers such athletic related massage or bodywork approach services in the normal course of training duties.
4. Bona fide health/sport establishments which allow persons of all ages on the premises and which meet the following criteria:
 - a. The primary purpose of the establishment is health and fitness; massage and bodywork service is subsidiary;
 - b. No more than twenty percent (20%) of the establishment revenue is derived from massage services and/or bodywork approach services; and
 - c. Massage and/or bodywork approach facilities shall not occupy more than ten percent (10%) of the establishment's building or leased space.
5. Physicians, podiatric physician, or chiropractic physician licensed under the Medical Practice Act.⁷
6. Naprapath licensed under the Illinois Naprapathic Act.⁸
7. Physical therapist licensed under the Medical practice Act.⁹
8. Occupational therapist licensed under the Illinois Occupational Therapy Act.¹⁰

3-29A-20: SALE OR TRANSFER OR CHANGE OF OWNERSHIP OR TENANT:

- A. Any massage establishment business license issued pursuant to this chapter shall be applicable only to the massage establishment business licensee and location designated in such license, and may not be sold, transferred, or otherwise assigned. Provided, where the licensee remains the same, but a request is made to designate and substitute a different location, the village clerk may approve such new location upon submission of proof that such location is in compliance with this chapter. A fee of fifty dollars (\$50.00) shall be required for processing such location changes.

⁷ 225 ILCS 60/1 et seq.

⁸ 225 ILCS 63/1, et seq.

⁹ 225 ILCS 60/1, et seq.

¹⁰ 225 ILCS 75/1 et seq.

- B. Any massage establishment license issued pursuant to this chapter shall be applicable only for the specific business designated, and may not be sold, transferred or otherwise assigned, except where ownership of the business remains identical.
- C. A transfer in the ownership or control of massage establishment business shall constitute change in the licensee and the existing license shall be deemed surrendered, extinguished and void. A new application and license shall be filed and processed as provided in section 3-29A-5 of this chapter prior to such transfer taking effect. Any transfer in the ownership of a massage establishment business in violation of this chapter shall constitute operation of such business without a license.
- D. Any proposed changes in ownership, management and/or including a new sole proprietor, or change as to the general partners in a partnership, joint venturers in a joint venture, member(s) or manager(s) in of a limited liability company, officer(s), director(s), and shareholder(s) holding directly or beneficially more than ten percent (10%) of the stock in a corporation licensed under this chapter, shall be reported in writing to the village clerk not less than thirty (30) days prior to the proposed change. All new personnel, including a new sole proprietor, general partner, joint venturer, manager or member owning a ten percent (10%) or greater membership interest of an LLC; officer, director and shareholder of a corporation who owns more than ten percent (10%) of the common stock of a corporation shall meet all the standards of this chapter and must otherwise qualify to hold a massage establishment business license under this chapter just as if such person was applying for a massage establishment business license individually. All such changes in personnel shall be subject to review and approval by Village Administrator.
1. When a license has been issued to a partnership or joint venture and a change of ownership occurs resulting in a change in the general partnership interest or joint venture interest of ten percent (10%) or more in said partnership or joint venture, such license shall terminate and the partnership or joint venture shall surrender its existing license and reapply for a new license.
 2. When a license has been issued to an LLC and a change takes place in the manager(s) and/or members who own a ten percent (10%) or more membership interest in said LLC, such license shall terminate and the LLC shall surrender its existing license and reapply for a new license.
 3. When a license has been issued to a corporation and a change takes place in the officers, directors and/or shareholders who own ten percent (10%) or more of the stock of the corporation, resulting in the holding of office, director's position, or ownership interest, such license shall terminate and the corporation shall surrender its existing license and reapply for a new license. This section shall not be applicable to corporations whose stock is publicly traded on recognized national stock exchanges, provided the corporation continues to meet, all of the standards of this chapter.
- E. No massage establishment business shall use the name or telephone number of a prior massage establishment business after the transfer of ownership or control of massage establishment business or any name or telephone number which is different than those in the application for the massage establishment business license issued by the village.
- F. It shall be unlawful for the owner of any property to operate any massage establishment as defined in this chapter and/or to operate a bodywork approach business as defined in chapter

29B of this title, or to enter any lease to, or to approve and consent to the assignment of any lease of any property that is used for or operated as, or is to be used or operated as a massage establishment as defined in this chapter, and/or as a bodywork approach business as defined in chapter 29B of this title with any person, partnership, joint venture, corporation, limited liability company, trust or other entity unless or until, or that becomes effective before any such person, partnership, joint venture, corporation, limited liability company, trust or other entity has procured a massage establishment license issued by the Village pursuant to section 3-29A-2 of this chapter, and/or if applicable, has procured a bodywork approach business license issued by the Village as required pursuant to Section 3-29B-2 of chapter 29B of this title.

3-29A-23: NAME AND PLACE OF BUSINESS:

No person or entity granted a massage establishment license pursuant to this chapter shall operate the massage establishment under a name not specified in the license, nor shall the person conduct business under any designation or location not specified in the license, except that the location for outcall massage service by massage therapists need not be specified on the license. (Ord. 2015-77, 10-6-2015)

3-29A-~~2224~~: JOINT AND SEVERAL LIABILITY:

Any act or failure to act of an employee, a person performing massage at or on behalf of a massage establishment as an independent contractor or otherwise, or an agent of the licensee with respect to the licensed business shall be deemed to be the act of the licensee. The licensee and individual committing a violation are jointly and severally liable for any fines or penalties assessed pursuant to this chapter. (Ord. 2015-77, 10-6-2015)

3-29A-~~2325~~: PENALTY FOR VIOLATION:

A. Any person violating any provisions of this chapter shall be punished by a fine in the amount of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00). A separate offense shall be deemed committed each time on each day during or on which violation occurs or is permitted to occur.

B. The owner of any property that enters any lease or that approves and consents to the assignment of any lease in violation of section 3-29A-22:F of this chapter, and/or in violation of section 3-29B-20:F of chapter 29B of this title shall be punished by a fine in an amount of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00). A separate offense shall be committed each time on each day during or on which a violation occurs or is permitted to occur.

B-C. Whenever a person, corporation, limited liability company, partnership, joint venture, firm and/or other entity violates any of the provisions of this chapter, the village may cause appropriate legal actions and proceedings, in law or in equity, to be instituted and maintained to enforce compliance herewith. (Ord. 2015-77, 10-6-2015)

CHAPTER 29B
BODYWORK ESTABLISHMENTS LICENSING AND LICENSING REQUIREMENTS FOR
PRACTITIONERS OF ASIAN BODYWORKBODYWORKS APPROACHES

SECTION:

- 3-29B-1: Definitions
- 3-29B-2: Bodywork Approach Establishment Business License
- 3-29B-3: ~~Asian~~ Bodywork Approach Practitioner's License Required
- 3-29B-4: Exemptions
- 3-29B-5: Application For Bodywork Approach Establishment Business License And Initial Inspections
- 3-29B-6: Application For ~~Village Asian~~ Bodywork Approach Practitioner License ~~And Minimum Qualifications~~
- 3-29B-7: Minimum Qualifications ~~For Other Bodywork for~~ Practitioners of Asian Bodywork Approaches
- ~~3-29B-8:~~ Minimum Qualifications For Practitioners of Other Bodywork Approaches
- ~~3-29B-9:~~ Application Processing
- 3-29B-~~9~~10: Posting Of License, Photo Identification Card; Schedule of Fees for Services
- 3-29B-~~10~~11: Limitation On Issuance And Renewal Of License

~~3-29B-11:~~ Fees

- 3-29B-12: Fees
- ~~3-29B-13:~~ Expiration Of Bodywork Approach Establishment Business License, Bodywork Approach Practitioner License, And Renewal
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- 3-29B-17: Hours
- ~~3-29B-18:~~ Prohibited Acts And Conditions
- 3-29B-~~18~~19: Premises Restrictions
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- 3-29B-~~20~~21: Sale or Transfer, Changes Of Ownership, Or ManagementTenant
- 3-29B-~~21~~22: Joint And Several Liability
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- 3-29B-~~24~~25: Hearing
- 3-29B-~~25~~26: Reimbursement Of Costs For Investigation Resulting In Business License Suspension Or Revocation
- 3-29B-~~26~~27: Penalty For Violation

3-29B-1: DEFINITIONS:

The following words or phrases shall have the meanings ascribed to them below, unless otherwise indicated by the context:

AOBTA: The American Organization For Bodywork Therapies Of Asia.

APPLICANT: Any person or entity seeking bodywork approach establishment business license. If the applicant is a sole proprietorship, the information sought to be provided shall be for the individual owner; if a partnership, by each general and each limited partner; if a joint venture, by each joint venturer; if a corporation, by each officer, director and shareholder; if a limited liability company, by each manager and by each member owning or holding more than a ten percent (10%) membership interest; if another entity, the information shall be provided for each trustee, beneficiary and/or owner. It shall also include the operations manager or other person principally in charge of the operation of the business. Applicant shall also include any person seeking an Asian bodywork approach practitioner's license.

ASIAN BODYWORK APPROACH: The treatment of the human body, and purported treatment of the human mind and spirit, including the electromagnetic or energetic field which surrounds and infuses it, by using pressure and/or manipulation of the soft tissue and acupoints of the human body based on Chinese medical principles for assessing and evaluating the human body's energetic system. It uses traditional Asian techniques and treatment strategies to primarily affect and balance the energetic system for treating the human body, emotions, mind, energy field and spirit for the promotion, maintenance and restoration of human health. Methods of assessment and evaluation include the Chinese Four Pillars of examination, observation, listening, asking, and touching. Assessments are based primarily on Chinese medicine parameters relating to the balance and circulation of the Five Essential Substances: Qi, Jing, Shen, Xue and Jin-ye. Treatment may include touching, pressing or holding of the body along meridians and/or on acupoints primarily with the hands, stretching, external application of medicinal plants or foods, heat or cold applications to the body, and dietary and/or exercise suggestions. Cupping, guasha, moxibustion and other methods and modalities may also be used, such as shiatsu, acupressure, Amma, Qigong, acupuncture, biomedicine, Tui Na, Jin Shin, Jyutsa, Chi Nei Tsan, Jin Sin Do, Thai bodywork and other trademark or other forms recognized by AOBTA.

~~ASIAN BODYWORK APPROACH PRACTITIONER: Any person who performs any Asian bodywork approach services to patrons or any person under such circumstances that it is reasonably expected that the person to whom such Asian bodywork approach services are provided, or some third party on such person's behalf, will pay money or any other consideration or gratuity therefor.~~

~~BODYWORK APPROACH~~BODYWORK APPROACH ESTABLISHMENT BUSINESS: A person acting as a sole proprietor, a corporation, limited liability company, partnership, joint venture, association, firm or entity having a source of income or compensation derived from the practice of one or more Asian bodywork approaches or other bodywork approaches, and which has a fixed place of business where any person, corporation, limited liability company, partnership, joint venture, association, firm or entity engages in or carries on Asian bodywork approach or other bodywork approach modalities and/or hires employees, agents or enters oral or written contracts with individuals or independent contractors to perform or provide Asian bodywork ~~approach~~ or other bodywork approach services ~~for~~to patrons for money, or other consideration, or any gratuity.

~~BODYWORK APPROACH PRACTITIONER: Any person, other than a massage therapist licensed by the Department, who performs an and provides Asian bodywork approach and/or other bodywork approach services, or other bodywork approach services, to patrons or any person under such circumstances that it is reasonably expected that the person to whom such Asian bodywork approach services or other bodywork approach services are provided, or some third party, on such person's behalf, will pay money or give provide any other consideration or any gratuity therefor. Until January 1, 2024, practitioners of Asian bodywork approaches are~~

exempt from licensure under the Massage Licensing Act¹ but are not exempt from licensure by the Village of Bartlett and must procure a bodywork approach practitioner's license under section 3-29B- of this chapter, unless such practitioner is a massage therapist licensed by the Department or is otherwise exempt under this chapter. In addition, practitioners of other bodywork approaches are exempt under Section 25 of the Massage Licensing Act², but are not exempt from licensure by the Village of Bartlett and must procure a bodywork approach practitioner's license under Section 3-29B- of this chapter unless such practitioner is a massage therapist licensed by the Department or is otherwise exempt under that chapter.

CONVICTION: A plea of guilty or nolo contendere, finding of guilty, jury verdict or entry of judgment by sentencing of any crime, including, but not limited to, convictions, preceding sentences of supervision, conditional discharge or first offender probation under the laws of any jurisdiction of the United States.

DEPARTMENT: The Illinois Department of Financial and Professional Regulation.

EMPLOYEE: Any person who renders any service in connection with the operation of a bodywork approach business and receives compensation from the operator of the business or patrons. All employees of a bodywork approach business shall be over the age of eighteen (18).

LICENSEE: The operator of a bodywork approach establishment business license and/or any person who holds a bodywork approach practitioner's license issued by the village.

~~**MASSAGE:** Any method of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating of the external soft parts of the body with hands or with aid of any mechanical or electrical apparatus or appliance, with or without rubbing alcohol, liniments, antiseptics, oils, powder, creams, lotions, ointments or other similar preparations used in this practice, under such circumstances that it is reasonably expected that the person to whom treatment is provided, or some third party on such person's behalf, will pay money or give other consideration or any gratuity therefor performed by a state licensed massage therapist and which may include any bodywork approaches if performed by a state licensed massage therapist.~~

MASSAGE OR MASSAGE THERAPY: A system of structured palpation or movement of the soft tissue of the body. The system may include, but is not limited to, techniques such as effleurage or stroke and gliding, petrissage or kneading, tapotement or percussion, friction, vibration, compression, and stretching activities as they pertain to massage therapy. These techniques may be applied by a licensed massage therapist with or without the aid of lubricants, salt or herbal preparations, hydromassage, thermal massage, or a massage device that mimics or enhances the actions possible by human hands. The purpose of the practice of massage, as licensed under the Massage Licensing Act is to enhance the general health and well-being of the mind and body of the recipient. "Massage" does not include the diagnosis of a specific pathology. "Massage" does not include those acts of physical therapy or therapeutic or corrective measures that are outside the scope of massage therapy practice as defined in the Massage Licensing Act.³

MASSAGE BUSINESS: A person acting as a sole proprietor, corporation, limited liability company, partnership, joint venture, association, firm or other business or entity having a source

¹ 225 ILCS 57/25

² 225 ILCS 57/25

³ 225 ILCS 57/1, et seq.

of income or compensation derived from the practice of massage by one or more massage therapists.

~~MASSAGE THERAPIST: Any person who for consideration or gratuity performs a massage and who holds a valid massage therapy license issued is licensed by the Illinois department of financial and professional regulation and administers massage or otherwise provides massage therapy for compensation or other consideration or gratuity.~~

NCBTMB: The National Certification Board Of Therapeutic Massage And Bodywork.

NCCA: The National Commission For Certifying Agencies.

NCCAOM: The National Certification Commission For Acupuncture And Oriental Medicine.

NOBTA: The National Organization Of Bodywork Therapies Of Asia.

~~OTHER BODYWORK APPROACHES: Recognized bodywork approaches and modalities, other than Asian bodywork approaches that are specifically exempt under section 25 of the massage licensing act 1 Massage Licensing Act, including these practitioners that do not involve intentional soft tissue manipulation, including but not limited to Alexander technique Technique, Feldenkrais, reike Reike and therapeutic touch Therapeutic Touch, and practitioners of certain service marked bodywork techniques approaches that do involve intentional soft tissue manipulation, including but not limited to Rolfing, Trager approach, polarity therapy Approach Polarity Therapy, and orthobionomy if approved by their respective governing body based on a minimum level of training, demonstration of competency and adherence to ethical standards set by their governing body, and practitioners of bodywork who restrict manipulation to soft tissue to the feet, hands and ears, and who do not have the client disrobe, such as reflexology Orthobionomy.~~

OWNER: Any person or legal entity who owns ten percent (10%) or greater interest in a bodywork approach business.

PATRON: Any person who receives one or more Asian bodywork approach services under such circumstances that it is reasonably expected that he or she will pay money or give other consideration therefor.

PROFESSIONAL MASSAGE OR BODYWORK THERAPY ASSOCIATION: A state or nationally chartered organization that is devoted to the massage specialty and therapeutic approach and meets the following requirements:

- (1) The organization requires that its members meet minimum educational requirements. The educational requirements must include anatomy, physiology, hygiene, sanitation, ethics, technical theory, and application of techniques.
- (2) The organization has an established code of ethics and has procedures for the suspension and revocation of membership of persons violating the code of ethics.

SEXUAL OR GENITAL AREA: Including the genitals, pubic area, anus or perineum of any person, or the vulva or breasts of a female. (Ord. 2015-77, 10-6-2015)

Notes

4 ~~1.225 ILCS 57/25.~~

3-29B-2: BODYWORK APPROACH ~~ESTABLISHMENT~~ BUSINESS LICENSE ~~REQUIRED~~:

A. It shall be unlawful for any bodywork approach business establishment to operate in the village without a valid and current bodywork approach establishment business license issued by the village pursuant to the terms of this chapter. A separate license shall be required for each bodywork business location regardless of whether multiple businesses are operated by the same person acting as a sole proprietor, corporation, limited liability company, partnership, joint venture, firm, association, or business. All practitioners offering Asian bodywork approaches and all practitioners offering other bodywork approaches require a village ~~Asian~~ bodywork practitioner license. A person offering or practicing Asian bodywork approaches and/or offering or practicing other bodywork approaches shall have an ~~Asian~~ bodywork approach practitioner license issued by the village as described in section 3-29B-3 of this chapter, unless said person is a massage therapist licensed by the Department.

B. It shall be unlawful for any massage business establishment licensed by the village pursuant to chapter 29A of this title, or individual massage therapist licensed and operating under the massage licensing act, to employ, hire, sublease, contract or allow at any location where massage is performed, any practitioner of Asian bodywork approaches to perform or provide any Asian bodywork approaches, or any practitioner of other bodywork approaches to perform or provide other bodywork approaches, unless that business also has a bodywork establishment business license under this chapter, and each practitioner of Asian bodywork approaches, and/or each practitioner of other bodywork approaches, procures an ~~Asian~~ bodywork approach practitioner's license from the village, and each practitioner of Asian bodywork approaches and/or other bodywork approaches employed by or under contract with the massage establishment business meets the minimum qualifications therefor as set forth in section 3-29B-7 and/or section 3-29B-8 of this chapter. (~~Ord. 2015-77, 10-6-2015~~)

3-29B-3: ~~ASIAN~~ BODYWORK APPROACH PRACTITIONER'S LICENSE REQUIRED:

No person offering or providing Asian bodywork approaches shall perform a ~~massage~~ therapy or provide any Asian bodywork approach services without a ~~state~~ massage therapy therapist license issued by the Department or a current valid ~~Asian~~ bodywork approach practitioner license issued by the village. (~~Ord. 2015-77, 10-6-2015~~) No person offering or providing other bodywork approaches shall perform massage therapy or any other bodywork approach services without a massage therapist license issued by the Department or a current valid bodywork approach practitioner's license issued by the Village.

3-29B-4: EXEMPTIONS:

The provisions of this chapter shall not apply to:

A. Hospitals, nursing homes, or any facility at which a healthcare worker duly licensed by the state of Illinois provides on an ongoing basis, professional health services to individuals, or persons holding an unrevoked certificate to practice the healing arts under the laws of the state of Illinois, or to those working under the direction of any such persons in any such businesses, including the offices of an occupational therapist licensed under the occupational therapy

practice act ~~1~~⁴, a physical therapist licensed under the physical therapy act ~~2~~⁵, a physician or chiropractic physician licensed under the medical practice act ~~3~~⁶, a naprapath licensed under the naprapathic practice act ~~4~~⁷.

B. Any barber, cosmetologist, ~~aesthetici~~^{aesthetician} or nail technician lawfully carrying on their respective businesses to the extent authorized under a valid unrevoked license or certificate of registration issued by the state of Illinois; provided, however, this exemption is only intended to permit normal and customary barbering, cosmetology, ~~aesthetic~~^{aesthetician} and nail technology services which involve incidental physical contact, such as scalp rubs, facials, and hand manipulations which otherwise qualify as massage activities or bodywork approach services. This exemption is not intended, and does not permit, general massage activities as part of any barber, cosmetologist, ~~aesthetici~~^{aesthetician} or nail technician business beyond that authorized by their state license or certification, nor does it permit Asian bodywork approaches~~approach or other bodywork approach services~~ beyond that authorized by his, her or its state license.

C. Any athletic trainer registered in the state of Illinois who administers such athletic related massage or bodywork approach services in the normal course of training duties.

D. No Asian bodywork approach services or other bodywork approach services shall be performed off the bodywork approach establishment business premises, including at the patron's premises, including the patron's place of business or residence, unless performed by a state licensed massage therapist.

E. Bona fide health/sport establishments which allow persons of all ages on the premises and which meet the following criteria:

1. The primary purpose of the establishment is health and fitness; massage and bodywork service is subsidiary;

2. No more than twenty percent (20%) of the establishment revenue is derived from massage services and/or bodywork approach services; and

3. Massage and/or bodywork approach facilities shall not occupy more than ten percent (10%) of the establishment's building.

F. Massage businesses licensed pursuant to chapter 29A of this title that do not perform or provide Asian bodywork approaches or other bodywork approaches by any person who is not a massage therapist. (~~Ord. 2015-77, 10-6-2015~~)

Notes

1 ~~1. 225 ILCS 75/1 et seq.~~

2 ~~2. 225 ILCS 90/1 et seq.~~

⁴ 225 ILCS 75/1 et seq.

⁵ 225 ILCS 90/1 et seq.

⁶ 225 ILCS 60/1 et seq.

⁷ 225 ILCS 63/1 et seq.

3 ~~3. 225 ILCS 60/1 et seq.~~

4 ~~4. 225 ILCS 63/1 et seq.~~

G. Physician, podiatric physician, or chiropractic physic licensed under the Medical Practice Act.⁸

H. Naprapath licensed under the Illinois Naprapathic Act.⁹

I. Physical Therapist licensed under the Medical Practice Act.¹⁰

3-29B-5: APPLICATION FOR BODYWORK APPROACH ESTABLISHMENT BUSINESS LICENSE AND INITIAL INSPECTIONS:

Every applicant for a license to maintain, operate, or conduct a bodywork approach business shall file an application, under oath, with the village of Bartlett upon a form provided by the village clerk and pay a nonrefundable annual license fee, in the amount set forth in section 3-1-1 of this title. Copies of the bodywork approach business establishment license application shall be forwarded to the building director and code enforcement division manager, the health inspector, and the community planning and development services director. Each such director division manager or inspector, or his or her designee, shall, within thirty (30) days, inspect the premises proposed to be operated as a bodywork approach business and upon inspection, each inspector shall file a written report with the village clerk concerning compliance with the applicable regulations. A copy shall also be forwarded by the building director and code enforcement division manager to the Bartlett fire protection district or other applicable fire district having jurisdiction. The application, once accepted, shall also be referred to the police department for investigation. The police department will perform the required criminal record check, if any. Background investigations of the applicant shall require the submission of fingerprints. The cost of the criminal record check and cost of fingerprint submissions shall be borne by the applicant. Each application shall contain the following information for each applicant:

- A. A definition complete description of the service to be provided.
- B. The location, mailing address and all telephone numbers where the business is to be conducted.
- C. Federal employer identification number (FEIN) and state of Illinois business tax number (IBT).
- D. The name and residence address of each applicant (all provisions in this section which refer to applicant include an applicant which may be a person operating as a sole proprietorship, corporation, limited liability company, partnership, joint venture, or association).
 1. If applicant is a corporation, the name, primary residence address, driver's license number, social security number, and fingerprints of each officer, director and of each

⁸ 225 ILCS 60/1 et seq.

⁹ 225 ILCS 63/1 et seq.

¹⁰ 225 ILCS 90/1 et seq.

stockholder owning more than ten percent (10%) of the stock of the corporation or company (excluding corporations whose stock is traded publicly traded on a nationally recognized stock exchange), and the address of the corporation or company itself, if different from the address of the bodywork approach establishment. The provisions of subsections E, F, G, H, I, J, K and L of this section shall be completed for each such person. A certificate of good standing from the secretary of state of the state of its incorporation shall also be submitted.

2. If the applicant is a limited liability company, the name, primary residence address, driver's license number, social security number, and fingerprints of each manager and of each member that owns greater than a ten percent (10%) membership interest in said limited liability company. The provisions of subsections E, F, G, H, I, J, K, L, and O of this section shall be completed for each such person. A certificate of good standing from the secretary of state of the state of its organization shall also be submitted.

3. If applicant is a partnership, the name, primary residence address, driver's license number, social security number and fingerprints of each general partner, not including limited partners, and the address of the partnership itself, if different from the address of the bodywork approach establishment. The provisions of subsections E, F, G, H, I, J, K, L, and O of this section shall be completed for each such person.

E. The two (2) previous addresses immediately prior to the present address of the applicant.

F. Proof that the applicant is at least eighteen (18) years of age.

G. Individual applicant's height, weight, color of eyes, hair and sex.

H. Copy of driver's license or state identification card.

I. One portrait photograph of the applicant at least one inch by one and one-half inches (1" x 1 1/2") and a complete set of applicant's fingerprints shall be taken by the chief of police or his/her agent. If the applicant is a partnership, joint venture, limited liability company, or corporation, fingerprints of any and all general partners, joint venturers, officers, directors, shareholders, directors, partners, members owning greater than 10% of the corporation's common stock, managers, members owning greater than a 10% membership interest, or agents of the entity (except for massage therapists, unless said individual is otherwise exempt under the express provisions of this chapter) along with the fee for each.

J. Business, occupation, or employment of the applicant for the three (3) years immediately preceding the date of application.

K. The bodywork approach business or similar business license history of the applicant; whether such person, if previously operating in this or another municipality, county or state, has had a business license revoked or suspended, the date of any such revocation or suspension, the reason for the revocation or suspension, and the business activity or occupation subsequent to such action of suspension or revocation.

L. All criminal convictions other than misdemeanor traffic violations, including the dates of convictions, nature of the crimes and place convicted. Convictions shall mean by plea of guilty or nolo contendere, finding of guilty, jury verdict or entry of judgment by sentencing of any crime, including, but not limited to, convictions, preceding sentences of supervision, conditional discharge or first offender probation under the laws of any jurisdiction of the United States:

1. That is a felony, or

2. That is a misdemeanor, an essential element of which is dishonesty or that is directly related to the practice of the profession including, without limitation, the following Illinois offenses, or if found guilty outside the state of Illinois, would constitute the same offense if committed within the state of Illinois:

a. An offense involving the use of force and violence upon the person of another that amounts to a felony.

b. An offense enumerated in any provision of article 11, entitled "sex offenses", of the Illinois criminal code, 720 Illinois Compiled Statutes 5/11-1 et seq., as amended from time to time.

c. A violation of the Illinois controlled substances act, 720 Illinois Compiled Statutes 570/100 et seq., as amended from time to time.

d. A violation of the Illinois cannabis control act, 720 Illinois Compiled Statutes 550/1 et seq., as amended from time to time.

e. A felony offense enumerated in article 24, deadly weapons, of the Illinois criminal code, 720 Illinois Compiled Statutes 5/24-1 et seq., as amended from time to time, or any other offense that involves the use of weapons.

M. The name and address of any other business owned or operated by any person whose name is required to be given in subsection D of this section.

N. A description of any other business to be operated on the same premises or on adjoining premises owned or controlled by the applicant.

O. Authorization of the village, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the license, and to perform criminal background investigations as required by this chapter.

P. A description of the proposed bodywork approach business, including the number of Asian bodywork approach practitioners, and the number of all other bodywork approach practitioners, and the name, primary residence addresses, social security numbers, and driver's license number of each Asian bodywork approach practitioner and each other bodywork practitioner that will be employed by the business, and stating what other activities or business will be conducted at the same location, and the physical facilities to be used.

Q. A statement of whether the bodywork approach business will be conducted by a manager. In such case, the manager's name, address, telephone number and age shall be provided along with a statement of any convictions as set forth under subsection L of this section.

R. A current certificate of inspection of the premises from an applicable county board of health, if required.

S. The license fee and other fees as provided in section 3-29B-~~1412~~ of this chapter.

T. In the event applicant is made aware that any information or document submitted as part of this application process is inaccurate or incomplete, applicant shall immediately notify the village clerk and provide appropriate corrections. Failure to accurately and completely provide, or as necessary update, required information may delay the processing of such application or result in its denial or result in the suspension or revocation of an existing license.

U. If a business intends to provide either Asian bodywork approaches or modalities, or other than Asian bodywork approaches that are also exempt under section 25 of the massage licensing act 1 , then the business applicant shall for each employee or independent contractor that is intended to perform such Asian bodywork approaches or modalities, other bodywork approaches or modalities furnish a certification of such modality approved by AOBTA, NCBTMB, NCCAOM, or NCCA or other professional massage or bodywork therapy association, evidencing a minimum of fifty (50) hours of training in that Asian bodywork approach or other bodywork approach or modality.

V. If upon investigation, the village determines that the Asian bodywork approach practitioner of other bodywork approaches or other bodywork approach practitioner does not have a massage therapist license or business certificate issued by the Department, and licensure or certification may not be bona fide, or that the organization providing the licensure or certification may not be bona fide, the village may conduct additional investigation by requiring the employee or independent contractor that will be performing Asian bodywork or other bodywork approach services to submit to fingerprinting. When fingerprinting is required, the applicant shall present himself or any owner or herself herself, and each of its employees and/or independent contractors who intend to provide Asian bodywork approach or other bodywork approach services, for fingerprints to be taken by the village of Bartlett police department. Applicant (or any owner) shall pay the fingerprint fee as provided in subsection 3-29B-11C of this chapter for each person required to submit fingerprints.

W. Proof of commercial general liability insurance of not less than one million dollars (\$1,000,000.00) combined single limit and one million dollars (\$1,000,000.00) general aggregate coverage for said business covering the acts and omissions of its employees, and such insurance coverage from each of its independent contractors or confirmation they are covered by the business' insurance policy, or proof of such insurance coverage by the individual Asian bodywork approach practitioner or other bodywork practitioner. (Ord. 2015-77, 10-6-2015)

Notes

4 1-225 ILCS 57/25.

3-29B-6: APPLICATION FOR VILLAGE ASIAN BODYWORK APPROACH PRACTITIONER LICENSE AND MINIMUM QUALIFICATIONS:

Every person seeking a village Asian bodywork approach practitioner license shall make an application to the village clerk. Any person seeking an Asiana bodywork approach practitioner license to perform Asian bodywork approach services defined by this chapter shall provide, in conjunction with his or her license application or upon request by the village clerk, information establishing the qualification for an Asian bodywork approach practitioner license -(s) and/or another bodywork approach practitioners license(s). The village clerk shall have the right to confirm any of the information asked for or provided in the applications. Applications shall include the following:

A. The name (including nicknames or aliases) and address, telephone number, social security number, driver's license number, and age of the applicant.

B. The location where the Asian bodywork approach will be performed.

C. The ~~Asian~~ bodywork approach practitioner license fee as provided in section 3-1-1 of this title.

D. Business, occupation, or employment of each ~~Asian~~ bodywork approach practitioner employee and independent contractors of the applicant for five (5) years immediately preceding the date of application.

E. Fingerprints for running a background check by the Bartlett police department, and an investigation authorization on forms furnished by each applicant authorizing the Bartlett police department to conduct a criminal background check and receive reports from the Illinois state police, the FBI and other law enforcement agencies.

F. Two (2) passport size photographs (1 inch x 1.5 inches) of the applicant and owners (head and shoulders area, face forward) shall be provided by the applicant to be used in the investigation of the applicant, the preparation of a photo identification license card, and the identification of the license holder following issuance. Provided, in the case of a renewal application, the village clerk may waive the requirement for photographs if the applicant's photographs are on file and new photo identification permit cards are not to be issued.

G. Furnish the documentation evidencing compliance with the minimum qualifications of practitioners of Asian bodywork approaches as required by Section 3-29B-7 of this chapter and/or the minimum qualifications of other bodywork approaches as required by Section 3-29B-8 of this chapter.

3-29B--G-7: MINIMUM QUALIFICATIONS FOR PRACTITIONERS OF ASIAN BODY WORK APPROACHES.

A. Certification from the American Organization For Bodywork Therapies Of Asia (AOBTA) that the applicant is a professional member and certifying or approving the applicant as a practitioner of Asian bodyworks, or if the applicant is approved by another Asian bodywork organization based on a minimum level of training, demonstration of competency, and adherence to ethical standards set by their governing body meeting the following requirements:

1. The applicant has a current certification with the NCBTMB; or
2. The applicant has been certified or approved by another Asian bodywork organization that has a curriculum in Asian bodywork based on actual classroom or formal education, and without membership or certification by such organization based on apprentice hours; or
3. The applicant shall have graduated from an Asian bodyworks school or oriental school of medicine with a minimum three hundred (300) hour curriculum that includes Asian bodywork, Chinese medical theory, anatomy and physiology, and clinical practice, provided such school is accredited by the AOBTA, NCBTMB ~~or the NCCAOM, NCCAOM, or professional massage or bodywork therapy association.~~

HB. The application shall include:

1. The name, address, telephone number and website address of the Asian bodywork approach school;
2. The name of all faculty members of the Asian bodywork school who provided education or training to the applicant including those teachers' Asian bodywork certifications, experience and educational background;

3. The applicant shall provide a copy of his or her school transcript which shall include identification of all courses taken, the number of hours for those courses, a passing grade for all those courses, a copy of their tuition bill, and proof of payment of tuition.

4. A copy of the ethical standards of the school or Asian bodywork organization.

5. Such other information as may be reasonably required by the village to establish the accuracy and legitimacy of the other information provided pursuant to this section.

6. The burden of establishing the minimum qualifications shall be on the applicant.

~~C.~~ No certification or approval from an Asian bodywork approach school shall be accepted by the village clerk if all or a portion of the credits used for the certification of the applicant were earned in a country other than the United States Of America, unless a certified translation to English is submitted for each document submitted, and translated documents clearly evidence compliance with the requirements of this section.

~~D.~~ No Asian bodywork approach practitioner license shall be issued by the village clerk unless the village clerk has received written verification from the Asian bodywork approach school that the applicant has successfully completed the requirements of the Asian bodywork approach school's program.

~~E.~~ If upon investigation, the village determines that an applicant's licensure or certification may not be bona fide, or that the organization providing the licensure or certification may not be bona fide, or that the Asian bodywork organization or school has not verified the accuracy of the documents required by this section to be true and correct, the village clerk may deny the Asian bodywork approach practitioner license. The village clerk shall notify the applicant of the bodywork approach establishment business licensee and any applicant for a village Asian bodywork approach practitioner license of the reasons for the denial in writing at the address of the applicant listed on the application. The applicant shall have the right to establish the bona fide nature of the licensure or certification in writing.

~~F.~~ At the time of and after the village issues ~~an Asianga~~ bodyworks approach practitioner license to a practitioner(s) of Asian bodyworks approaches or to a practitioner (s) of other bodywork approaches under this chapter, it shall be the obligation of the holder of a bodywork approach establishment business license that employs ow with whom said licensee has an independent contractor relationship to provide the village with all of the information set forth in this section for each new or different Asian bodywork approach practitioner and each new or different other bodywork approach practitioner prior to the time that person commences work at the licensed premises.

~~MG.~~ Payment of the applicable fees as set forth in section 3-29B-~~11~~12 of this chapter. (~~Ord. 2015-77, 10~~)

H. In the event the Massage Licensing Act is amended to provide that persons engaged in Asian bodywork for compensation must be issued a license by the Department, then upon the effective date of such legislation, the requirements set forth in Sections 3-29B-3, 3-29B-6-2015) and 3-29B-7 shall not apply to individuals holding such state license.¹¹ Presently, until January 1, 2024, members of AOBTA are exempt from licensure under Section 25(g) of the Massage

¹¹ 225 ILCS 57/1 et seq.

Licensing Act¹² and thus Asian bodywork approach practitioners who are members of AOBTA are NOT exempt under the regulations set forth in this chapter, and are required to file, qualify for, and procure a bodywork approach practitioner's license from the village under the provisions of this chapter.

3-29B-78: MINIMUM QUALIFICATIONS FOR OTHER ~~BODYWORK~~ PRACTITIONERS OF BODYWORK APPROACHES:

A. If a business intends to provide ~~either other~~ bodywork approaches or modalities ~~other than Asian bodywork approaches to patrons~~ that are also exempt under section 25 of the massage licensing act 1 , then the business applicant shall for each employee or independent contractor that is ~~intended~~intends to perform such other bodywork approaches or modalities, shall furnish to the village clerk a certification of such other bodywork approach and/or modality approved by AOBTA, NCBTMB, NCCAOM, ~~or NCCA~~, or other professional massage or bodywork therapy association evidencing a minimum of fifty (50) hours of training in that other bodywork approach or modality.

B. Documents establishing that any person proposing to practice under any other bodywork approach satisfies the minimum qualifications for bodywork approach practitioner license including, but not limited to:

1. Documents showing the name, address and telephone number of the organization, association or school issuing the certificates or membership to the persons employed by the business as well as a copy of its curriculum; and

2. Documents from the organization, association or school issuing the certificates establishing the minimum level of training, testing and ethical standards set by the governing body of the organization or association; and

3. The name and address of the governing body of the organization, association or school; and

4. Proof that the person has completed the level of training, demonstrated competency, and adherence to ethical standards by records of the governing association establishing the practitioner's attendance at the program, including the date the practitioner began training; the date of completion of the practitioner's training program; proof of payment of the practitioner's tuition, and the identity including the name, business address, website address, and telephone number(s) for the faculty, testers or other persons involved in the training, testing and establishment of ethical standards of their school or governing body and the name and address of the governing body.

5. Any licenses or certificates for each practitioner; and

6. Such other information as may be reasonably required by the village to establish the accuracy and legitimacy of the other information provided pursuant to this section.

C. If upon investigation, the village determines that the practitioner of other bodywork approaches licensure or certification may not be bona fide, or that the organization providing the licensure or certification may not be bona fide, the village may conduct additional investigation

¹² 225 ILCS 57/25 (g)

by requiring the employee or independent contractor that will be performing other bodywork approach(s) to submit to fingerprinting. When fingerprinting is required, the applicant shall present himself or ~~any owner or~~ herself for fingerprints to be taken by the village of Bartlett police department. Applicant (or any owner) shall pay the fingerprint fee as provided in subsection 3-29B-~~11C~~12C of this chapter for each person required to submit fingerprints.

D. In the event the practitioner of other bodywork approaches does not meet the minimum criteria for the other bodywork approach, the business shall not be authorized to offer that other bodywork approach or modality service, or advertise that it will provide that service unless another employee or independent contractor under contract to perform that other bodywork approach meets the minimum requirements therefor set forth in this section. ~~(Ord. 2015-77, 10-6-2015), and has been issued a bodywork approach practitioner license by the Village.~~

Notes

4 ~~1-225 ILCS 57/25.~~

3-29B-~~89~~: APPLICATION PROCESSING:

A. An application shall not be considered proper or filed until all information and material required of the applicant has been submitted to the village clerk.

B. Upon receipt of a proper application, the village clerk shall investigate the information contained in the application and shall determine whether the applicant, owners and the premises designated, and each Asian bodywork approach practitioner and each other bodywork approach practitioner, whether an owner, employee or independent contractor, are in compliance with applicable state and local laws, including the requirements set forth in this chapter. If an application is deficient or otherwise incomplete, the village clerk will endeavor to notify the applicant of any such deficiency or missing documentation within 21 days of receipt of an application.

C. The investigation, including inspections and background checks, if applicable, shall be completed within ~~forty five (45)~~thirty (30) days after receipt of a proper and complete application as determined by the village clerk. Provided, the village clerk may extend this investigation period by an additional period upon a finding that such additional period is needed to properly complete the investigation or where the village clerk's workload associated with the number of applications submitted under this chapter makes the processing of the application impractical. Provided, whenever such an extension period is invoked, written notice shall be provided to the applicant along with the specific reasons for such extension.

D. If, within ten (10) days, following completion of the investigation, the village clerk determines that the applicant and/or premises are in compliance with the applicable laws of the village, the village clerk shall issue the bodywork approach establishment business license and/or ~~Asian, if applicable, a~~ bodywork approach practitioner/practitioner's license or licenses.

E. If, within ten (10) days, following completion of the investigation, the village clerk determines that the applicant, owners, Asian bodywork approach practitioner, other bodywork approach practitioner, and/or premises are not in compliance with the applicable laws of this

state and of the village, the village clerk shall notify the applicant or applicants in writing that its, his, or her license has been denied, setting forth the reasons therefor, and advising the applicant of his or her right to a hearing pursuant to section 3-29B-~~2425~~ of this chapter. Such denial shall be final and effective on the eleventh day following mailing of the notice by the village clerk. The fee paid by the business applicant pursuant to section 3-29B-~~4112~~ of this chapter, shall be returned, less fifty dollars (\$50.00) which will be retained as a processing fee. Any fees paid by the practitioner pursuant to section 3-29B-~~4112~~ of this chapter shall be returned, less twenty five dollars (\$25.00) which shall be retained as a processing fee. (~~Ord. 2015-77, 10-6-2015~~)

3-29B-~~910~~: POSTING OF LICENSE, PHOTO IDENTIFICATION CARD, SCHEDULE OF FEES FOR SERVICES:

A. The village bodywork approach business establishment license issued shall be available for public inspection and review upon request, if said licenses are not posted and available for immediate inspection in the reception area for patrons, if any, or in the bodywork approach work area.

B. Every massage therapist working at a massage business establishment that also provides Asian bodywork approach services or other bodywork approach services shall possess his or her state license and a government issued photo identification card while on the licensed premises and produce such state license and identification card upon request of any representative of the village of Bartlett.

C. Every ~~Asian~~ bodywork approach practitioner shall possess his or her state issued massage therapist license or village ~~Asian~~issued bodywork approach practitioner license and a government issued photo identification card while on the licensed premises, and produce such state or village license and identification card upon request by any representative of the village of Bartlett.

~~D.— Every practitioner~~massage establishment and every bodywork approach establishment shall post in a conspicuous location of the premises a schedule of fees for all massage, Asian bodywork approaches, and/or other bodywork approaches shall possess a government photo identification card while on the premises, and produce said identification card upon request by any representative of and modality services that are provided and the village of Bartlett. (~~Ord. 2015-77, 10-6-2015~~)cost thereof.

3-29B-~~4011~~: LIMITATION ON ISSUANCE AND RENEWAL OF LICENSE:

No bodywork approach establishment business license or Asian bodywork approach practitioner license, or other bodywork approach practitioner's license, shall be issued or renewed:

A. To an applicant ~~or~~ owner who or agent, or whose employee or independent contractor, has been convicted of the following offenses:

1. Any offense involving sexual misconduct with children or other sex offenses as defined in article ~~#11~~ of the criminal code of 1961, as amended.

2. Any felony based upon conduct or involvement in such business or activity or related or similar business or activity, within the past ten (10) years; or

3. Any felony unrelated to conduct or involvement in such business or activity or related or similar business or activity, but which felony involved the use of a deadly weapon, traffic in narcotic drugs, or violence against another person, including rape or prostitution, within the past five (5) years; or

4. Any misdemeanor or licensing ordinance violation, based upon conduct or involvement in such business or activity or related or similar business or activity, within the past five (5) years.

B. To an applicant, owner or agent or straw person for such applicant or owner whose license issued under this chapter, massage business license issued pursuant to chapter 29A of this title, or business license issued pursuant to chapter 1 of this title prior to the effective date hereof has been revoked for cause.

C. To an applicant ~~or~~, owner, or agent who at the time of application for renewal of any license issued hereunder would not be eligible for such license upon a first application.

D. To an applicant ~~or~~, owner, or agent under the age of eighteen (18) years of age.

E. To an applicant ~~or~~, owner, or agent where grounds for revocation exist as provided under section 3-29B-~~2324~~ of this chapter.

F. In addition to the provisions stated above, no bodywork approach business establishment license shall be issued or renewed as follows:

1. To a corporation, unless it is incorporated in Illinois, or unless it is a foreign corporation which is qualified under the "business corporation act of 1983", as amended, to transact business in Illinois and is in good standing, or to a limited liability company, unless it is organized in Illinois and is in good standing.

2. To any applicant or owner whose place of business is conducted by a manager unless the manager possesses the same qualifications required by the licensee. (~~Ord. 2015-77, 10-6-2015~~)

3. To any applicant, owner or agent who fails to include with his, her or its annual renewal application a statement that the person filling out the renewal application has received and read this amended Chapter 29B Bodywork Establishment Licensing Requirements, and has submitted then current and updated list or register of all of its massage therapists, Asian bodyworks practitioners, and other bodywork practitioners employed by the business as an employee or independent contractor with the name and home address of each such individual, together with a copy of the state issued massage therapist license, and bodywork approach practitioner's license or licenses issued by the Village, for each of such employee and independent contractor listed on said roster, who will be performing massage, Asian bodywork approach and/or other bodywork approach services on the licensed premises.

3-29B-12: FEES:

~~3-29B-11: FEES:~~

A. The fee for a bodywork approach business establishment license shall be as provided in section 3-1-1 of this title and such license shall be valid for one year from May 1 to April 30 of

each year. ~~The fee for 2015 shall be prorated and credit shall be given for any business license fee paid for the period May 1, 2015 through April 30, 2016.~~

B. The fee for ~~an Asiana~~ bodywork approach practitioner license shall be as provided in section 3-1-1 of this title and such license shall be valid for one year from May 1 to April 30 of each year, ~~but shall be prorated for the year 2015.~~

C. A fingerprint fee of equal to the current rate being charged by the Illinois state police for processing fingerprints shall be paid for each person required to submit fingerprints under this chapter. ~~(Ord. 2015-77, 10-6-2015)~~

3-29B-~~42~~13: EXPIRATION OF BODYWORK APPROACH BUSINESS ESTABLISHMENT LICENSE, PRACTITIONER LICENSE, AND RENEWAL:

A. Each bodywork approach business establishment license or ~~Asian~~ bodywork approach practitioner's license shall expire each year on April 30 and may be renewed only by making application as provided in section 3-29B-5 and 3-29B-6 of this chapter. Provided, in lieu of full submittal, an applicant or owner may, on forms provided by the village clerk, certify that the information previously provided remains true and valid. ~~This renewal application shall be processed as provided in section 3-29B-5 of this chapter, except the applicant for renewal shall acknowledge with each annual renewal that the person executing the application has reread title 10, chapters 29A and 29B of the Bartlett Municipal Code, as amended, and shall nevertheless include with each annual renewal application an updated list or registry of all of its then current employees and independent contractors and the types of massage, Asian bodywork approach or other bodywork approach services such employee or independent contractor will offer to patrons and perform on the licensed premises as required under section 3-29B-11 of this chapter certified to be accurate as of the date of the renewal application. The renewal application shall be processed as provided in section 3-29B-9 of this chapter.~~ Application for renewal should be made at least thirty (30) days before the expiration date, the expiration of the ~~Asian~~ bodywork approach license will not be affected. Renewal applications for bodywork approach business establishment licenses and ~~Asian~~village issued bodywork approach practitioner's licenses shall be obtained from the village clerk's office.

B. When the village clerk denies renewal of a bodywork approach establishment business license and Asian bodywork approach practitioner's license as provided for in this chapter, the applicant or owner shall not be considered for a license or permit for one year from the date of denial. Provided, if subsequent to denial the village clerk finds that the basis for denial of the renewal license has been corrected or abated, the applicant or owner may be granted a license.

C. Upon expiration of ~~an Asiana~~ bodywork approach practitioner license, the practitioner shall renew his/her application for a license on a form issued by the village clerk's office. ~~(Ord. 2015-77, 10-6-2015)~~

3-29B-~~43~~14: BODYWORK APPROACH BUSINESS FACILITIES AND OPERATING REQUIREMENTS:

No license or renewal thereof, shall be issued to conduct a bodywork approach business unless an inspection, conducted not less than once each year, discloses that the business complies with each of the following minimum requirements:

A. Hot and cold running water shall be provided.

- B. Adequate private dressing and toilet facilities shall be provided for patrons.
- C. All walls, ceilings, floors, steam rooms, and other physical facilities in a bodywork approach business shall be kept in good repair, and maintained in a clean and sanitary condition.
- D. All bodywork approach businesses shall be provided with clean, laundered sheets and towels which shall be laundered after each use by an individual patron and stored in a sanitary manner. All towels and linens furnished for use of one patron shall not be refurnished for use of another patron until laundered.
- E. Every portion of the bodywork approach business, including appliances and apparatus, shall be kept clean and operated in a sanitary manner.
- F. Prices for all services shall be prominently posted in the reception area in a location available to all prospective customers.
- G. All employees, including Asian bodywork approach practitioners or other bodywork approach practitioners, shall be clean and wear clean, nontransparent outer garments.
- H. The sexual or genital areas of patrons must be covered with nontransparent towels, cloths, or undergarments when in the presence of an employee, Asian bodywork approach practitioner, or other bodywork approach practitioner.
- I. All walls, ceilings, floors, pools, showers, baths, and steam rooms and any other physical facilities shall be kept in good repair and maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor cabinets, shower compartments and toilet rooms shall be thoroughly cleaned each day the bodywork approach business establishment is in operation. Bathtubs and showers shall be thoroughly cleaned after each use. When carpeting is used on the floors, it shall be kept dry.
- J. Oils, creams, lotions, and other preparations used in administering bodywork approach services shall be kept in clean, closed containers or cabinets.
- K. Each Asian bodywork approach practitioner or other bodywork approach practitioner shall wash his or her hands in hot running water using a proper soap or disinfectant before administering bodywork approach services to any patron.
- L. No Asian bodywork approach practitioner or other bodywork approach practitioner, employee, or licensee shall perform, offer, or agree to perform any act which shall require the touching of a patron's sexual or genital area.
- M. Any reception or waiting area shall be open to the public and visible from outside of the immediate entrance, e.g., storefront windows and any entrance door shall be transparent and unobstructed. Any exterior windows or doors with a view to the waiting area or reception area must be free of any posting or material that would obstruct the view of the waiting area or reception area from the outside of the establishment, and the front or other main entrance to the business shall remain unlocked during all hours of operation, except for a lunch or dinner break in which all patrons and employees leave the business premises and a sign stating the premises are temporarily closed for such lunch or dinner break is posted on the main public entrance to the business.
- N. No bodywork approach business granted a license under the provisions of this chapter shall place, publish or distribute or cause to be placed, published or distributed any

advertisement, picture, or statement which is known or through the exercise of reasonable care should be known to be false, deceptive or misleading, or in order to induce any person to purchase or utilize any bodywork approach services.

O. No bodywork approach business granted a license under the provisions of this chapter shall depict, place, publish, post on the internet or on its website, distribute, or cause to be depicted, placed, published, or distributed any advertising matter that suggests to prospective patrons that any services are available other than those services permitted by this chapter, or which would suggest that employees, Asian bodywork approach practitioners or other bodywork approach practitioners are dressed in any manner other than that permitted by this chapter.

P. No advertising will suggest or describe the physical characteristics of employees, Asian bodywork approach practitioners, or other bodywork approach ~~practitioners~~practitioner, or advertise, solicit, or suggest in any advertisement that any person will perform any sexual services or other services on inconsistent with the bodywork approach business establishment license.

Q. No person shall be denied bodywork approach services or access to the bodywork approach business because of gender. (Ord. 2015-77, 10-6-2015)

3-29B-~~14~~15: PERSONS UNDER AGE EIGHTEEN PROHIBITED ON PREMISES:

It shall be unlawful to permit any person under the age of eighteen (18) years to be offered or receive Asian bodywork approaches at any bodywork approach business establishment unless accompanied by, or with written consent of, a parent or legal guardian. (Ord. 2015-77, 10-6-2015)

3-29B-~~15~~16: ALCOHOLIC BEVERAGES PROHIBITED:

No person shall sell, give, dispense, provide or keep, or cause to be sold, given, dispensed, provided or kept, any alcoholic beverage on any premises used in any way for or by a bodywork approach business, patron or bodywork approach practitioner. (Ord. 2015-77, 10-6-2015)

3-29B-~~16~~17: HOURS:

No portion of any business premises used in any way for or by a bodywork approach business shall be kept open for any purpose between the hours of ten o'clock (10:00) P.M. and eight o'clock (8:00) A.M. (Ord. 2015-77, 10-6-2015)

3-29B-~~17~~18: PROHIBITED ACTS AND CONDITIONS:

A. ~~No~~No holder of any bodywork approach business establishment license issued pursuant to this chapter, nor shall any employee, independent contractor or operator of a bodywork approach business establishment or holder of ~~an Asiana~~ bodywork approach practitioner license shall perform, offer or agree to perform any act which would require the touching of a patron's sexual or genital area.

B. The sexual or genital areas of patrons shall be covered by towels, clothing, cloths or undergarments at all times when in the presence of an employee, Asian bodywork approach practitioner or other bodywork practitioner.

C. It shall be unlawful for any person, knowingly, in a bodywork approach business establishment to place his or her hand upon, to touch with any part of his or her body, to fondle in any manner, or to massage, a sexual or genital area of any other person.

D. No employee, independent contractor of the licensee, or operator shall administer Asian bodywork approach services or other bodywork approach services to a patron exhibiting any skin fungus, skin infection, skin inflammation, or skin eruption, unless a physician duly licensed by the state of Illinois certifies in writing that such persons may safely receive Asian bodywork approach or other bodywork approach services prescribing the conditions thereof.

E. Bodywork approach business employees, independent contractors and agents, and Asian bodywork approach practitioners must wear clean, nontransparent outer garments fully covering the sexual or genital area.

F. Bodywork approach businesses are prohibited from advertising in ways which would suggest that employees are dressed in a way other than that allowed in this section, or that any massage or services other than those defined by this chapter are available.

G. Any bodywork approach establishment business license and an Asian bodywork approach practitioner license issued under this chapter shall be displayed in a conspicuous location within the customer area of a licensed business.

H. At all times during the hours of operation of a bodywork approach business there shall be present a manager or other employee of the license holder who shall be not less than eighteen (18) years of age.

I. No bodywork approach business establishment license holder shall employ as a massage therapist any person unless said person has obtained and has in effect a license issued by the state of Illinois, or an employ any Asian bodywork approach practitioner, or other bodywork approach practitioner, unless said person has obtained and has in effect an Asianga bodywork approach practitioner license issued by the village of Bartlett.

J. It shall be unlawful for any business which holds a license to operate a bodywork approach business within the village to fail to comply with the conditions and regulations set forth in this chapter or to suffer or permit noncompliance with such conditions and regulations of this chapter on or within the licensed premises.

K. It shall be unlawful for any business licensed as provided in this chapter to operate under any name or conduct business under any designation not specified in such license.

L. The doors to the individual rooms in which bodywork approach services take place shall not be equipped with any locking device and shall not be blocked or obstructed from either side.

M. The doors which customers use for egress and ingress to any bodywork approach business shall not be locked during regular business hours. For purposes of this section regular business hours shall be considered anytime in which bodywork approach services are being offered on a licensed premises.

N. No person providing bodywork approach services shall escort the person receiving the said services from the customer or patron's parked vehicle into the premises where the bodywork approach services are to be performed.

O. It shall be unlawful for any business licensed as provided in this chapter to advertise or use any other business name to advertise any service which is not authorized by this chapter or state statute in any manner. Internet advertisements containing unlawful advertising and listing the address of a licensed business shall be presumed to have been originated by the license holder at that address who shall bear the burden by clear and convincing evidence to establish that the advertising was not placed by the licensed business or its agent.

P. All persons working for a ~~licensed business or applying for an Asian bodywork~~bodyworks approach practitioner's license~~business~~ shall have an Illinois driver's license or Illinois secretary of state identification card, or driver's license or state issued identification card issued by another state, present with them while working on a licensed premises.

Q. Any business holding a bodywork approach establishment business license shall be liable for the acts of its employees and independent contractors performing Asian bodywork approach services and/or other bodywork approach services on the licensed premises without scienter of the employee's or independent contractor's acts. All persons offering or providing Asian bodywork approach services or other bodywork approach services in any licensed bodywork approach business shall be presumed to be employees of that business and not independent contractors, or sublessees, unless overcome by clear and convincing evidence. (Ord. 2015-77, 10-6-2015)

R. It shall be unlawful for any person to sleep overnight, reside in, or occupy the premises issued a bodyworks establishment business license outside of the posted hours of operation of the bodywork approach business, or between the hours of 10:00 p.m. and 8:00 a.m., whichever is less.

3-29B-~~48~~19: PREMISES RESTRICTIONS:

A. The bodywork approach business premises shall be in compliance with applicable codes and ordinances of the village, including, but not limited to, zoning, building and life safety codes and all state laws and county health codes and regulations.

B. When any license shall have been revoked for cause, no license shall be granted to any person or entity for a period of three (3) years thereafter for any massage establishment or bodywork approach business or the conduct of an provide Asian bodywork approach or other bodywork approach or modality services in the premises described in the revoked license. (~~Ord. 2015-77, 10-6-2015~~)

C. The Village Clerk shall notify the owner/landlord of any property in which a massage establishment and/or bodywork approach establishment is located within five (5) day of the entry of an order of revocation.

D. Every operator of a bodywork approach business shall post in a conspicuous location in the licensed premises a written notice stating that human trafficking is prohibited and providing a help line phone number for victims of human trafficking.

3-29B-~~49~~20: PERIODIC INSPECTIONS OF BODYWORK APPROACH BUSINESSES AND PREMISES:

The village administrator, or his/her authorized designee, shall from time to time, and at least once a year, make an inspection of each bodywork approach business granted a license under the provisions of this chapter for the purposes of determining that the provisions of this chapter are complied with. Such inspections shall be made at reasonable times and in a reasonable manner. It shall be unlawful for any license holder to fail to allow such inspection officer access to the premises or to hinder such officer in any manner. (~~Ord. 2015-77, 10-6-2015~~)

~~3-29B-20:21: SALE OR TRANSFER, CHANGES OF OWNERSHIP OR MANAGEMENT~~TENANT:

~~A.~~

A. Any bodywork approach establishment business license issued pursuant to this chapter shall be applicable only to the specific bodywork approach business establishment licensee, ~~practitioner license~~ and location designated, and may not be sold, transferred, or otherwise assigned. Provided, where the licensee remains the same, but a request is made to designate and substitute a different location, the village clerk may approve such new location upon submission of proof that such location is in compliance with this chapter. A fee of fifty dollars (\$50.00) shall be required for processing such location changes.

B. ~~B.~~ Any permit issued pursuant to this code shall be applicable only for the specific business designated, and may not be sold, transferred or otherwise assigned, except where ownership of the business remains identical.

C. ~~C.~~ A transfer in the ownership or control of a bodywork approach establishment business shall constitute change in the licensee and the existing license shall be deemed surrendered, extinguished and void. A new application and license shall be filed and processed as provided in section 3-29B-5 of this chapter prior to such transfer taking effect. Any transfer in the ownership of a bodywork approach business in violation of this chapter shall constitute operation of such business without a license.

~~D.~~ ~~D. No bodywork approach business, or person issued an Asian bodywork approach practitioner license under this chapter~~Any proposed changes in ownership, management and/or who the sole proprietor, general partners in a partnership, joint venturers in a joint venture, manager(s) or member(s) holding ten percent (10%) or great membership interest in a limited liability company, officer(s), director(s), and shareholder(s) holding directly or beneficially more than ten percent (10%) of the stock in a corporation, or general partnership interest will be in a general partnership, or limited partnership, joint venture, limited liability company (LLC) and/or corporation licensed under this chapter, shall be reported in writing to the village clerk not less than thirty (30) days prior to the proposed change. All new personnel, including every sole proprietor; general partner; joint venturer; member holding ten percent (10%) or greater membership interest and manager of an LLC; officer, director and shareholder of a corporation who owns ten percent (10%) or more of the common stock of a corporation shall meet all the standards of this chapter and must otherwise qualify to hold a bodywork approach business establishment license under this chapter just as if such person was applying for a bodywork approach business establishment license individually. All such changes in personnel shall be subject to review and approval by the Village Administrator.

1. When a license has been issued to a partnership or joint venture and a change of ownership occurs resulting in a change in the general partnership interest or joint venture interest of ten percent (10%) or more in said partnership or joint venture, such license shall

terminate and the partnership or joint venture shall surrender its existing license and reapply for a new license.

2. When a license has been issued to an LLC and a change takes place in the manager(s) and/or members who own more ten percent (10%) or more of the membership interest in said LLC, such license shall terminate and the LLC shall surrender its existing license and reapply for a new license.

3. When a license has been issued to a corporation and a change takes place in the officers, directors and/or shareholders who own ten percent (10%) or more of the stock of the corporation, resulting in the holding of office, director's position, or ownership interest, such license shall terminate and the corporation shall surrender its existing license and reapply for a new license. This section shall not be applicable to corporations whose stock is publicly traded on recognized national stock exchanges, provided the corporation continues to meet, all of the standards of this chapter.

~~D.E.~~ No bodywork approach business shall use the name or telephone number of a prior bodywork approach business after the transfer of ownership or control of a bodywork approach business or any name or telephone number which is different than those in the application for the bodywork approach establishment business license issued by the village.

~~E.F.~~ E. Notice shall be provided prior to anythe change of the designated manager conducting business for the bodywork approach establishment business license, if any. The new manager, if any, shall be qualified to operate the bodywork approach business as provided in section 3-29B-5 of this chapter. The licensee shall, not less than ten (10) business days before such change is to take effect, give the village clerk written notice of such change. The notice shall include any information concerning the new manager which is required in section 3-29B-5 of this chapter. (Ord. 2015-77, 10-6-2015), if any.

3-29B-21: JOINT AND SEVERAL LIABILITY:

G. It shall be unlawful for the owner of any property to operate a bodywork approach establishment business or as defined in this chapter, or operate a massage establishment as defined in Chapter 29A of this title, or to enter any lease to, or to approve and consent to the assignment of any lease of any property that is used for or operated as, or is to be used or operated as a bodywork approach business as defined in this chapter, and/or as a massage establishment as defined in chapter 29A of this title with any person, partnership, joint venture, corporation, limited liability company, trust or other entity unless or until, or that becomes effective before any such person, partnership, joint venture, corporation, limited liability company, trust or other entity has procured a bodywork approach business establishment license issued by the Village pursuant to section 3-29B-2 of this chapter, and/or if applicable, has procured a massage establishment license issued by the Village as required pursuant to Section 3-29A-2 of chapter 29A of this title.

3-29B-22: JOINT AND SEVERAL LIABILITY:

Any act or failure to act of an employee, a person performing massageor providing Asian bodyworks approach or other bodyworks approach services at or on behalf of a massagebodyworks approach establishment as an independent contractor or otherwise, or an agent of the licensee with respect to the licensed business shall be deemed to be the act of the

licensee. The licensee and individual committing a violation are jointly and severally liable for any fines or penalties assessed pursuant to this chapter. (~~Ord. 2015-77, 10-6-2015~~)

3-29B-~~2223~~: NOTICE OF REVOCATION, SUSPENSION OR REFUSAL OF A LICENSE OR CERTIFICATE:

No bodywork approach business establishment license or ~~Asian~~ bodywork approach practitioner's license shall be revoked, suspended, or refused until the applicant, license holder or ~~Asian~~ bodywork approach practitioner license holder has received written notice from the village clerk at the address provided in the application on file with the village. The notice shall set forth the allegations of why the license should be revoked, suspended, or refused. Said written notice shall be served upon the bodywork approach business establishment license holder or ~~Asian~~ bodywork approach practitioner's license holder, as the case may be, by delivering the same personally or by leaving such notice at the place of business or residence of the license holder representative or ~~Asian~~ manager, or bodywork approach practitioner license holder ~~manager~~ identified in the applicable application. The license holder shall notify the village within forty eight (48) hours of any change in the name or address of its representative. If the applicable licensee cannot be found, and the service of such notice cannot be otherwise made in the manner therein provided, a copy of such notice shall be sent by certified mail, postage prepaid, and by regular mail, postage prepaid, addressed to the bodywork approach establishment business license holder or ~~Asian~~ bodywork approach practitioner license holder at the licensee's place of business or residence on file with the village. The revocation or suspension of a bodywork approach establishment business license, and/or ~~Asian~~ bodywork approach practitioner license shall be deemed effective three (3) business days after personal service or after the mailing of the written notice as provided herein. (~~Ord. 2015-77, 10-6-2015~~)

3-29B-~~2324~~: REVOCATION OR SUSPENSION OF A LICENSE:

The license of a bodywork approach establishment business and/or ~~Asian~~ bodywork approach practitioner may be revoked or suspended, in addition to the fines provided for in section 3-29B-~~2627~~ of this chapter, upon one or more of the following grounds:

A. The bodywork approach establishment business license holder or ~~Asian~~ bodywork approach practitioner license holder has committed an act(s) of fraud or deceit in the application for license, or renewal thereof, submitted to the village clerk.

B. The bodywork approach establishment business license holder or ~~Asian~~ bodywork approach practitioner license holder is engaged in the practice of massage without a state massage therapy license under a false or assumed name, or is impersonating a state licensed massage therapist or another ~~Asian~~ bodywork approach practitioner of a like or different name.

C. The bodywork approach establishment business license holder or ~~Asian~~ bodywork approach practitioner license holder has committed an act of fraudulent, false, misleading or deceptive advertising, or prescribing medicines, drugs, or practices any other licensed profession without legal authority therefor.

D. The bodywork approach establishment business license holder or ~~Asian~~ bodywork approach practitioner license holder has committed an act(s) of prostitution, sexual offense, or trafficking in controlled substances after the date of issuance of a bodywork approach establishment business license or ~~Asian~~ bodywork approach practitioner license.

E. The bodywork approach establishment business license holder or ~~Asian~~ bodywork approach practitioner license holder is found to be in violation of any section of this chapter.

F. The bodywork approach establishment business license holder or ~~Asian~~ bodywork approach practitioner license holder permits an act or acts of prostitution or solicitation for an act or acts of prostitution to be performed within the premises or elsewhere or permits any procedure during the performance of services within or off the premises that are performed for the purpose of sexual arousal or gratification of any patron, or should reasonably be expected to cause such result, or permits the use of trafficking of controlled substances or cannabis on the premises.

G. The bodywork approach establishment business license holder or ~~Asian~~ bodywork approach practitioner license holder performs an act of prostitution within the premises or off the premises or solicits an act of prostitution on or off the premises or performs services within or without the premises in such a manner for the purpose of sexual arousal or gratification of a patron, or should reasonably be expected to cause such result, or the licensee uses or is trafficking in controlled substances or cannabis.

H. The bodywork approach establishment business license holder or ~~Asian~~ bodywork approach practitioner license holder has violated or is not in compliance with this chapter and the license has been suspended within the preceding twenty four (24) months.

I. A bodywork approach establishment business license holder or ~~Asian~~ bodywork approach practitioner license holder who knowingly conducted massage activities or provided bodywork approach services in the village during a period of time when the license holder's license was suspended.

J. Within a twenty four (24) month period, a person or persons committed an offense as listed in subsection 3-29B-5L of this chapter, which substantially occurred in or on a licensed premises, and for which a conviction has been obtained, and the person or persons were employees or independent contractors under contract of the bodywork approach establishment business license holder at the time the offenses were committed. The fact that a conviction is being appealed shall have no effect on the revocation of the license.

K. A bodywork approach establishment business license holder or ~~Asian~~ bodywork approach practitioner license holder is delinquent in payment to the village for ad valorem taxes or other taxes or fees related to the bodywork approach establishment business. (~~Ord. 2015-77, 10-6-2015~~)

3-29B-2425: HEARING:

A. Any applicant, owner, bodywork approach business establishment license holder or ~~Asian~~ bodywork approach practitioner license applicant or holder who receives a notice of denial, revocation or suspension may file a request for hearing with the village administrator as provided herein. Such request shall be filed with the village administrator in writing no later than ten (10) business days following receipt of the notice, and shall include a response to the village clerk's notice. Such response shall include a brief statement addressing the substantive deficiencies cited in the village clerk's notice and shall set forth the basis for why the license should not be denied, revoked or suspended. If a request for hearing is filed of an order of the village clerk suspending or revoking a license, such suspension or revocation shall be stayed pending final order of the village administrator as provided in this section. If a request for

hearing is not filed, the village administrator may review the allegations and any other pertinent material, and enter a ruling revoking, suspending or refusing to issue a license.

B. When any applicant, bodywork approach establishment business licensee or ~~Asian~~ bodywork approach practitioner licensee requests a hearing, the village administrator shall schedule an informal public hearing not later than twenty one (21) days following receipt of such request. The village administrator may designate a hearing officer to schedule, convene and conduct the public hearing. In such case, the hearing officer shall have the same powers as the village administrator to administer oaths and to continue the hearing from time to time to permit the applicant or licensee, as the case may be, to provide additional information. The purpose of the hearing will be to offer the applicant or licensee an opportunity to show cause why the application should not be denied or the license suspended or revoked. The village administrator may designate an administrative hearing officer. A record shall be made of the public hearing and documents may be submitted and/or testimony given, either in person or through sworn affidavit. The Illinois code of civil procedure shall not be applicable to such hearing. Hearsay may be admissible so long as the village administrator or hearing officer determines that it bears an indicia of reliability and so long as the rules associated with hearsay are equally applied to all participants in the hearing. This record may be made by electronic recording. The village administrator or hearing officer shall have the power to administer oaths and to continue the hearing from time to time to permit the applicant to provide additional information. Where such designation has been made, the hearing officer shall submit proposed findings and recommendations to the village administrator within fourteen (14) days of the close of the hearing.

C. Any violation of this chapter or unlawful act of any employee, or any independent contractor under contract with such ~~business, of a~~ licensed bodywork approach establishment business committed on a licensed premises shall be attributable to the licensed bodywork approach ~~business~~establishment.

D. Within twenty eight (28) days after the close of hearing set forth in subsection B of this section, the village administrator shall make written findings of fact and issue an appropriate order. A copy of such order shall be promptly served upon the applicant, bodywork approach establishment business license holder or ~~Asian~~ bodywork approach practitioner license holder. If the village administrator determines that the license should be revoked or suspended, the suspension or revocation shall take effect immediately upon receipt unless otherwise specified.

E. The decision of the village administrator as provided in subsection D of this section shall be the final administrative action of the village with respect to the license or application, and shall be subject to the immediate appeal by the applicant, bodywork approach business establishment license holder, or ~~Asian~~ bodywork approach practitioner license holder to the circuit court of Cook County. Such appeal to the circuit court or administrative review act shall be filed not later than thirty five (35) days following receipt of the village administrator's findings and order. Failure to file such appeal as provided herein shall render the village administrator decision final. (~~Ord. 2015-77, 10-6-2015~~)

3-29B-~~2526~~: REIMBURSEMENT OF COSTS FOR INVESTIGATION RESULTING IN BUSINESS LICENSE SUSPENSION OR REVOCATION:

In the event that the village of Bartlett conducts an investigation of a licensed bodywork approach business establishment, which results in the revocation or suspension of its bodywork approach establishment business license, the licensee shall reimburse the village for any and all of the village's costs for the investigation and hearing-, including but not limited to, court reporter

fees, special process server fees, village prosecutor's reasonable attorney's fees, and Village attorney's fees. In the event the village of Bartlett conducts an investigation of a licensed Asian bodywork approach practitioner which results in the revocation or suspension of the licensee's Asian bodywork approach practitioner's license, the said licensee shall reimburse the village for all of the village's said costs for the investigation and hearing. Failure to pay such costs within ten (10) days' written notice from the village shall result in the continuance of any suspension until such time as those costs are paid and no bodywork approach establishment business license shall be issued or renewed for such a business, or to any massage business or other bodywork approach business, at the same location until such costs have been paid to the village. The village shall have such additional or further remedies for collection of such costs as are available by law. (Ord. 2015-77, 10-6-2015)

3-29B-~~2627~~: PENALTY FOR VIOLATION:

~~A.~~

A. Any person, corporation, limited liability company, partnership, joint venture, association, firm or entity found guilty of violation, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this chapter shall be punished by a fine of not less than one hundred dollars (\$100.00), nor more than one thousand dollars (\$1,000.00) for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. In addition to any other penalty, a license holder violating any provision of this chapter may be subject to having their license revoked, suspended or not renewed.

~~B.~~

B. The owner of any property that enters any lease or that approves and consents to the assignment of any lease in violation of section 3-29A-22:F of this chapter, and/or in violation of section 3-29B-20:G of chapter 29B of this title shall be punished by a fine in an amount of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00). A separate offense shall be committed each time on each day during or on which a violation occurs or is permitted to occur.

B-C. Whenever a person, corporation, limited liability company, partnership, joint venture, firm and/or other entity violates any of the provisions of this chapter, the village may cause appropriate legal actions and proceedings, in law or in equity, to be instituted and maintained to enforce compliance herewith. (Ord. 2015-77, 10-6-2015)