

VILLAGE OF BARTLETT
BOARD AGENDA
DECEMBER 6, 2022
7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. *CONSENT AGENDA*

All items listed with an asterisk are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*

- *6. MINUTES: Public Hearing Minutes – November 15, 2022, Board Minutes – November 15, 2022, Committee Minutes – November 1 and November 15, 2022
- *7. BILL LIST: December 6, 2022
8. TREASURER'S REPORT: None
9. PRESIDENT'S REPORT
 - A. Appointment of Village Officer by the Village President with the Advice and Consent of the Board
 1. Director of Planning and Development Services and Zoning Administrator, Kristy Stone
 - B. Bartlett Woman's Club 85th Year Anniversary Proclamation
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)
12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

- *1. Ordinance Establishing Special Service Area Number Two for the Townhomes at the Grasslands Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and Authorizing the Levy of an Annual Maintenance Tax, and Authorizing and the Issuance of Bonds to an Amount Not To Exceed \$1,332,560 for the Purpose of Paying the Cost of Providing Special Services in and for such Area
- *2. Ordinance Granting a 12.19-Foot Variation from the 35-Foot Required Rear Yard to Allow the Construction of a Room Addition for 309 Oakbrook Court

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. None

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. Ordinance for the Levy and Assessment of Taxes for the General Corporate and Other Purposes of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, for the Fiscal Year Beginning May 1, 2022 and Ending April 30, 2023
- *2. Ordinance Abating a Portion of Taxes Heretofore Levied for the Year 2022 to Pay Debt Service on: General Obligation Refunding Bonds Series 2017; General Obligation Refunding Bonds Series 2019; and General Obligation Bonds Series 2021A of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois
- *3. Ordinance of the Village of Bartlett, Cook DuPage and Kane Counties, Illinois, Providing for the Issuance of a Not to Exceed \$1,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2022 (Bartlett Quarry Redevelopment Project), and Pledging Certain Incremental Property Tax Revenues to the Payment Thereof
- *4. Resolution Approving of Disbursement Request for Payout No. 4 From the Subordinate Lien Tax Increment Revenue Note, Series 2020 For the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

*1. 2023 Annual Meeting Schedule

*2. Cocoa Crawl Class D Liquor License Requests for Rebecca's Cakes by Design and Magnum Realty

*3. Ordinance Creating a Class A Liquor License

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

*1. Authorization to Purchase a 2023 Ford Interceptor Utility Police Vehicle

F. PUBLIC WORKS COMMITTEE, CHAIRMAN LAPORTE

*1. Ordinance Accepting the Public Improvements for Bartlett Ridge Subdivision

13. NEW BUSINESS

A. Atlas Chicken Shack, LLC Class A Liquor License Request

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



Agenda Item Executive Summary

Item Name	Townhomes at the Grasslands Subdivision Special Service Area Number Two - Public Hearing	Committee or Board	Board
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BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Public Hearing notice for the Establishment of a Special Service Area for the Townhomes at the Grasslands Subdivision was published in the Daily Herald on November 14, 2022.

The SSA is necessary to provide a backup source of funding for the storm water detention system within the development. The DuPage County Storm Water Ordinance requires this backup funding mechanism.

ATTACHMENTS (PLEASE LIST)

PDS Memo, Public Hearing Notice and Proof of Publication

ACTION REQUESTED

- For Discussion Only - **Conduct the Required Public Hearing**
- Resolution
- Motion
- Ordinance

Staff: Kristy Stone, Interim PDS Director

Date: November 23, 2022

PLANNING & DEVELOPMENT SERVICES MEMORANDUM
22-114

DATE: November 23, 2022

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, Interim Planning & Development Services Director 

RE: Townhomes at the Grasslands Subdivision Special Service Area
Number Two – Public Hearing

The Public Hearing notice for the Establishment of a Special Service Area for the Townhomes at the Grasslands Subdivision was published in the Daily Herald on November 14, 2022.

The SSA is necessary to provide a backup source of funding for the stormwater detention system within the development. The DuPage County Stormwater Ordinance requires this backup funding mechanism.

The public hearing notice and proof of publication are attached for your review.

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NOTICE OF PUBLIC HEARING
Village of Bartlett, Cook, DuPage and
Kane Counties, Illinois
Special Service Area Number Two
for the Townhomes at the Grasslands Subdivision

NOTICE IS HEREBY GIVEN that on December 6, 2022, at 7:00 o'clock P.M., Chicago time, or as soon thereafter as this matter may be heard, at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, a hearing will be held by the President and Board of Trustees (the "Corporate Authorities") of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, (the "Village") to consider the establishment of Special Service Area Number Two for the proposed Townhomes at the Grasslands Subdivision to said Village, consisting of the following described territory:

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID NORTHERLY RIGHT OF WAY LINE BEING DESCRIBED PER DOCUMENT NUMBER 414744 AND LYING WEST OF THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 59, EXCEPTING THEREFROM:

TRACT 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OR SAID NORTHEAST 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 62.5 FEET FOR A PLACE OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 400.0 FEET; THENCE SOUTH 4 DEGREES 24 MINUTES WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 57 MINUTES WEST, 89.5 FEET; THENCE SOUTH 11 DEGREES 28 MINUTES WEST, 86.5 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES WEST, 100.0 FEET; THENCE SOUTH 18 DEGREES 9 MINUTES WEST 80.0 FEET; THENCE SOUTH 19 DEGREES 42 MINUTES WEST, 92.8 FEET; THENCE SOUTH 22 DEGREES 20 MINUTES WEST, 89.5 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES WEST, 92.8 FEET; THENCE SOUTH 32 DEGREES 33 MINUTES WEST, 62.5 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES WEST, 272.4 FEET; THENCE SOUTH 68 DEGREES 9 MINUTES EAST, 398.9 FEET TO THE WESTERLY LINE OF

THE PUBLIC HIGHWAY (ROUTE 59); THENCE NORTH 26 DEGREES 19 MINUTES EAST, 357.5 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 2171.68 FEET, FOR A DISTANCE OF 942.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 13 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

THAT PART TAKEN FOR NAPERVILLE ROAD.

and further identified as parts of PINS: **06-33-101-001-0000**
06-33-200-001-0000
06-33-201-014-0000

(the "Area") which property lies within the corporate limits of the Village of Bartlett, Illinois, was rezoned by Ordinance 2021-69, and to be subdivided and is ALSO DESCRIBED AS FOR FUTURE SUBDIVISION PURPOSES upon the approval and recording of the proposed Final Plat of Subdivision for the Townhomes at the Grasslands Subdivision as follows:

LOTS 202 THROUGH 228 INCLUSIVE OF THE TOWNGHOMES AT THE GRASSLANDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED _____, 2022 AS DOCUMENT NO. _____;

(the "Territory").

The Territory contains approximately 70.048 +/- acres and is located at the on east side of Naperville Road, north of the Chicago, Milwaukee, St. Paul and Pacific Railroad, in the Village of Bartlett, County of Cook and State of Illinois.

The purpose of the establishment of said Townhomes at the Grasslands Subdivision Special Service Area Number Two is to provide special municipal services to said Special Service Area, consisting of the management of storm water which directly affects the Area, including (1) the cleaning and dredging of storm water detention and

retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care, maintenance and restoration of wetland areas and naturalized detention basins and retention ponds areas; and (5) the administrative costs incurred by the Village in connection with the above including, but not limited to insurance premiums for liability insurance coverage (collectively, the "Services") in the event D.R. Horton, Inc.-Midwest, an Illinois corporation, Forestar (USA) Real Estate Group Inc., a Delaware corporation, or another developer of the Townhomes at the Grasslands Subdivision Phase 2 (the "Developer"), or the Townhomes at the Grasslands Homeowners Association, or an Illinois limited liability company or other Illinois not-for-profit corporation to be formed by the Developer to act as a master homeowners association and/or separate homeowner associations established by the Developer to, among other things, collectively perform, or hire others to collectively perform, the Services, or their respective successors, fail to adequately perform the Services as determined by the Village Corporate Authorities, in its sole discretion. All of the necessary construction to be on existing public property or easements or property or easements to be acquired by the Village; and all of said services to be in and for said Special Service Area.

The levy of a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing for the ordinary maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches

and for the ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and the ordinary care and maintenance of wetland areas and naturalized detention basins and retention ponds areas (the "Ordinary Services") will also be considered at such Hearing.

The issuance of bonds in the amount of \$333,140, adjusted for increases or decreases in the cost of construction from January 1, 2022 based on changes in the construction cost index published monthly in the Engineering News Record, or, if that index ceases to be published, based on such other published construction cost index as is then generally recognized, or, if no such generally recognized construction cost index is then published, based on changes in the Consumer Price Index published by the U.S. Department of Labor, or, if that index ceases to be published, the amount of the bonds that may be issued shall be increased at the rate of 4% per annum from January 1, 2020, but in no event to exceed \$1,332,560 and secured by the full faith and credit of said Townhomes at the Grasslands Special Service Area Number Two, to pay the cost of cleaning and dredging the storm water detention and retention ponds and basins, drainage swales and ditches and replacing storm sewers, drain tile, pipes and other conduit, and appurtenant structures and restoring wetland areas and naturalized detention basins and retention ponds areas which will serve the Area (the "Extraordinary Services") hereinabove described will also be considered at said public hearing. Said bonds shall be retired over a period of not to exceed 20 years from the issuance thereof and shall bear interest at a rate or rates not to exceed the lesser of 10% per annum or the maximum rate then permitted by law. Such bonds, if issued, shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest thereon, said tax to

be levied upon all the taxable property within said Special Service Area for said period of not to exceed 20 years and to be unlimited as to rate or amount and in addition to all other taxes permitted by law.

All interested persons affected by the establishment of said Townhomes at the Grasslands Special Service Area Number Two or the issuance of said bonds and the levy of said taxes, including all owners of real estate located within said Special Service Area, will be given an opportunity to be heard at said hearing regarding the establishment of said Special Service Area, the necessity of providing the Services, the levy of a direct annual tax to pay for the cost of providing the Ordinary Services, the issuance of said bonds and the levy of said tax to pay principal and interest thereon, and an opportunity to file objections to the establishment of said Special Service Area, the levy of a direct annual tax to pay for the cost of providing the Ordinary Services, the issuance of said bonds and the levy of said tax to pay principal and interest thereon.

At said public hearing, any interested persons affected by said proposed Special Service Area may file with the Village Clerk of said Village written objections to and may be heard orally in respect to any issues embodied in this notice. The President and Board of Trustees of said Village shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Territory to be known as the Townhomes at the Grasslands Special Service Area Number Two, and by at least 51% of the then owners of record of the land included within the boundaries of

said Special Service Area is filed with the Village Clerk of said Village within 60 days following the final adjournment of said public hearing objecting to the creation of said Special Service Area, the levy or imposition of a tax or the issuance of bonds for the provision of special services to said Special Service Area, or to a proposed increase in the tax rate, no such Special Service Area may be created, or tax may be levied or imposed nor the rate increased, or no such bonds may be issued.

By order of the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

DATED: December 6, 2022.

Lorna Giless, Village Clerk
Village of Bartlett, DuPage, Cook and Kane Counties, Illinois

To be published in the Daily Herald on November 14, 2022.

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NOTICE OF PUBLIC HEARING
Village of Bartlett, Cook
DuPage and Kane Counties, Illinois
Special Service Area Number Two
for the Townhomes of the Grasslands Subdivision
NOTICE IS HEREBY GIVEN that on December 6, 2022, at 7:00 o'clock P.M., Chicago time, or as soon thereafter as this matter may be heard, at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, a hearing will be held by the President and Board of Trustees (the "Corporate Authorities") of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, (the "Village") to consider the establishment of Special Service Area Number Two for the proposed Townhomes of the Grasslands Subdivision to said Village, consisting of the following described territory:

THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID NORTHERLY RIGHT OF WAY BEING DESCRIBED PER DOCUMENT NUMBER 41474 AND LYING WEST OF THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 59, EXCEPTING THEREFROM:

PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

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PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448



VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
November 15, 2022

CALL TO ORDER

President Wallace called the Amendment to Annexation Agreement for Bluff City Industrial Park Public Hearing of November 15, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

ROLL CALL

PRESENT: Trustees Deyne, Gandsey, Gunsteen, Hopkins (via Zoom), LaPorte, Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Assistant Finance Director Matt Coulter, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Interim Planning and Development Director Kristy Stone, Food & Beverage Manager Paul Petersen, Police Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Deputy Chief Will Naydenoff, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

Interim Planning and Services Director Kristy Stone stated that this is a public hearing for the Third Amended Annexation Agreement for the 186-acre Bluff City Industrial Park. The Public Hearing Notice was published in the Daily Herald on October 31, 2022 and the 3rd Amended Annexation Agreement has been available for public viewing in the planning and development services department. This pertains to amending Exhibit F (Surface Uses) by adding Exhibit F-1 which would allow automotive services as a Special Use with respect to the 2250 Graham property.

President Wallace asked if anyone had questions regarding this information.

There were none.

President Wallace asked if anyone in the audience would like to make a comment or pose a question in this hearing, please respond now.

There were none.

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



**VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
November 15, 2022**

ROLL CALL VOTE TO ADJOURN

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

The Public Hearing was adjourned at 7:01 p.m.

Lorna Gilles
Village Clerk



VILLAGE OF BARTLETT
BOARD MINUTES
November 15, 2022

1. CALL TO ORDER

President Wallace called the regular meeting of November 15, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:01 p.m.

2. ROLL CALL

PRESENT: Trustees Deyne, Gandsey, Gunsteen, Hopkins (via Zoom), LaPorte, Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Assistant Finance Director Matt Coulter, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Interim Planning and Development Director Kristy Stone, Food & Beverage Manager Paul Petersen, Police Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Deputy Chief Will Naydenoff, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Dean Annen, Village Church of Bartlett gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

There were no additions or subtractions to the Consent Agenda.

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



VILLAGE OF BARTLETT
BOARD MINUTES
November 15, 2022

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

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

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

NAYS: None

ABSENT: None

MOTION CARRIED

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

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

8. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the September 2022 Treasurer's Report. He stated that the Municipal Sales Tax Report totaled \$334,152 and that was up about \$8,278 or 2.5% from the prior year. Motor Fuel Tax distribution through September 2022 totaled \$146,887 which was up \$4,412 from the prior year. They received \$452,000 that was the last Rebuild Illinois bond payment. It was \$2,715,000 over six payments that goes toward the MFT resurfacing program.

President Wallace asked him to add the grand total of lost revenue because of the change in the Local Government Distributive Fund of \$8,280,360,815 that the State has taken from the municipalities over the past 10 years. For our portion of that, he would like to see what was lost because of those changes in the future Treasurer's Report.

9. PRESIDENT'S REPORT

A. The Auditor's Report presented by Jamie Wilkey from the auditing firm Lauterbach & Amen, LLP reviewed the 2022 financial audit report for the Board.

President Wallace stated that the audit was very well done.

Trustee Gandsey stated that the Bartlett and Streamwood Bicycle Plan was on Consent tonight but she really wanted to point out the importance of this plan. It is going to help with making walking and biking safer and a better experience for all of our residents. It will help guide decisions for a better transportation network in the area. She feels that plans like these help us look back and be proud of the work that was put into it. It is nice



VILLAGE OF BARTLETT
BOARD MINUTES
November 15, 2022

to have this laid out for years to come and something to guide us. She thanked the Bike and Run Advisory Committee as well as former Trustee Reinke who served on that committee as well as Trustee Hopkins who is currently serving.

Trustee Gunsteen reminded everyone that December 2nd is the Merry and Bright tree lighting. He thanked everyone that put the effort and time in – Chamber of Commerce, village staff, police department, park district, volunteers, fellow trustees. When you look at the event that is being put on this year as well as the amount of things that have been added, it's a true testament to the hard work that has been put in by everybody and it is growing year after year. This is an important event and he truly believes that these types of events are what makes Bartlett a great community.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

11. TOWN HALL - None

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2022-103, an Ordinance Approving the Third Amendment to the 186 Acre Annexation Agreement for the Bluff City Industrial Park Property; Ordinance 2022-104, an Ordinance Approving a Third Amended Preliminary PUD Plan and Third Amended General Site Plan for the Bluff City Industrial Park, Amending Ordinance #2003-103, Approving a Final PUD Plan for 2250 Graham Street and Granting a Special Use Permit; Ordinance 2022-105, an Ordinance Amending the Bartlett Building Code, Title 9 (Driveway Width) were covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that Banbury Barn BEDA Grant Approval; Pasta Mia BEDA Grant Approval; MORE Brewing BEDA Grant Approval; Resolution 2022-106-R, a Resolution Adopting the Bartlett & Streamwood Bicycle and Pedestrian Plan; Resolution 2022-107-R, a Resolution Supporting and Consenting to the Class 6B Eligibility Application of HH Premier Properties LLC for Two 25,000 +/- SF Industrial Buildings Proposed to be Built on a 10.357 Acre Vacant Parcel of Property in the Bluff City Industrial Park Commonly Known as 2250 Graham Street (PIN 06-30-101-003-0000) Bartlett, Illinois were covered and approved under the Consent Agenda.



VILLAGE OF BARTLETT
BOARD MINUTES
November 15, 2022

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that Ordinance 2022-108, an Ordinance Amending Title 3, Chapters 29A and 29B of the Bartlett Municipal Code with Regard to Massage Establishments, and with Regard to Bodywork Establishments Licensing and Licensing Requirements for Practitioners of Bodywork Approaches was covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that there was nothing to report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN, CHAIRMAN LAPORTE

Trustee LaPorte stated that there was nothing to report.

13. NEW BUSINESS

- A. President Wallace stated that The Boss's Signature has applied for a Class F liquor license.

He stated that if there were no objections from the Board he would issue the Class F liquor license.

- B. President Wallace state that LeP'tit Resto Bar Tapas has applied for a Class A Liquor license.

He stated that if there were no objections from the Board he would issue the Class A liquor license.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

Trustee Suwanski asked if there were any updates on the old Sonic restaurant where the Casey's was supposed to expand into.

Ms. Stone stated that they are still moving slower, much slower than they would like. They are planning on submitting plans in the next couple of months.



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President Wallace asked if it is going to be one business or two separate ones.

Ms. Stone stated that Home Depot will not allow any gasoline products on the lot that they have some rights over (Sonic lot). The convenience store will be on the Sonic lot and the fuel pumps will be where the existing gas station is currently located.

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:19 p.m.

Lorna Gilles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
November 1, 2022**

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of November 1, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:18 p.m.

ROLL CALL

PRESENT: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski, President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Interim Planning & Development Director Kristy Stone, Head Golf Professional Phil Lenz, Police Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

BUILDING & ZONING, CHAIRMAN HOPKINS

Title 9 Building Code Amendment-Driveway and Approach Widths

Chairman Hopkins introduced the item.

Chairman Deyne asked how many driveways would fall into this category.

Interim Planning and Development Services Director Kristy Stone stated it is hard to estimate, but we get about 350 driveway permits per year and many of them are people wanting to extend the width of the driveway and because we do not have a maximum, people really try to push the limit and the only thing we can hold them to is the impervious service ordinance.

Chairman Deyne asked if the existing driveways would be grandfathered in and if they had to replace their driveway would it have to be in compliance with this.

Ms. Stone stated that was correct. We would allow them to replace what they have now, but they would not be able to extend it wider if it doesn't meet the village regulations.

Chairman Suwanski asked if we are getting complaints about the widths of driveways.

Ms. Stone stated there have been. There have been driveways denied based on the approach not matching what the proposed driveway width is and those get appealed to the village administrator.



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Chairman Suwanski asked if the pads to the side of the house would be affected.

Ms. Stone stated those would be allowed, but we would add a regulation that there needs to be a raised edge because many of those go up to the property line and then it becomes a drainage issue to the next-door neighbor.

Chairman Gunsteen asked if there was a maximum width.

Ms. Stone stated currently there is not.

Chairman Gunsteen stated he thinks the approach and width should match and there should be a maximum width.

President Wallace stated some people don't want the straight driveway and want the curved entryway with the wider area up top.

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

COMMUNITY & ECONOMIC DEVELOPMENT, CHAIRMAN GANDSEY
Banbury Barn BEDA Application

Chairman Gandsey introduced the item.

Chairman Deyne asked when they expect it to be complete.

Mr. Suffern stated they expect to have it complete very soon, hoping for this month.

President Wallace asked what the occupancy was.

Mr. Suffern stated it was 49.

Chairman Suwanski asked who is being billed for this project.

Mr. Suffern stated the tenant and he both solicited bids for development of the building. Many of the receipts or invoices were addressed based on who solicited the bids.

Chairman Suwanski asked if we should expect another request from the tenant.

Mr. Suffern stated absolutely not.

President Wallace stated you seem to be very close on this project.



**VILLAGE OF BARTLETT
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Mr. Suffern stated he is very excited about this project and he wanted to thank the village of these grants that incentivizes projects like this that could not be done otherwise.

Chairman Gandsey clarified how the BEDA is allocated.

Economic Development Coordinator Tony Fradin stated it could be the landlord or the tenant as long as they have the landlord's permission.

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

Pasta Mia BEDA Application

Chairman Gandsey introduced the item.

President Wallace clarified where the sliding windows were going.

Owner Pete Caruso stated they will go on the south and east window.

Chairman Deyne asked how long it would take if approved.

Mr. Carusa stated it would take a week.

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

MORE Brewing BEDA Application

Chairman Gandsey introduced the item.

Chairman Gandsey asked when it would open.

Owner Mr. Patel stated they are working very hard, it will be open soon.

Chairman Deyne asked if they had a hard time getting materials.

Mr. Patel stated that has been the hardest part.

President Wallace confirmed that they had to bring an excavation crew from Ohio to do the work.

Mr. Patel stated that was correct.



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Chairman Gunsteen stated that the EDC members dive into these numbers pretty aggressively. This is not free money, it is earmarked from gaming revenue to go back into our community. The money we are allocating is working and the downtown is starting to become more vibrant. He stated that it is important to note that the village does not just give away money, it is earmarked for projects like this.

President Wallace stated he thinks about 4 years ago we asked staff to earmark the gaming to help enhance our business environment.

Chairman Hopkins asked when the BEDA would be paid out to MORE.

Mr. Fradin stated we typically pay those out once every "I" is dotted and "T" is crossed.

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

LICENSE & ORDINANCE, CHAIRMAN GUNSTEEN
Bartlett Park Lease Discussion

Chairman Gunsteen introduced the item.

Village Administrator Paula Schumacher stated the early days of the park district was when this lease came into fruition. It has a 50 year term. Looking back over the records, there was concern that the park district would not be a viable entity. The original 13-acre park that went to the park district came from village property. That is now part of Sunrise Park. The second piece was Bartlett Park. At that time, we entered into an agreement where the village owned the park but the park district was our partner in maintaining and managing programming for the park. Since the agreement in the 1970's, there has been a lot of changes there including the "Free To Be Me" Park in 2020. There has been a significant investment of over \$1,000,000. The gazebo was built to recognize our centennial. That was not included in the lease at the time, but the log cabin was. We do not have a legal description because it has disappeared over the last 50 years so we updated that. We are looking for direction from the board on which direction you would like us to take. Would you like it to be refreshed and renew the lease or turn it over to the park district?

Chairman Gunsteen stated we are having more events and expanding them in that park, so he wants to see if there is a monetary charge for the events there like National Night Out, Merry & Bright or Ignite the Courage. This summer there has been an event there almost every other weekend.

Ms. Schumacher stated she can only speak to our events and we are not charged for our events.



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Ms. Schumacher stated not formally from their board, but it has been part of discussions this past summer.

Chairman Gandsey asked what would change.

President Wallace stated nothing.

Chairman Deyne stated he thinks the park district does a good job maintaining that park and he didn't think we needed to be in the park district business.

Village Attorney Bryan Mraz stated we can negotiate to include our events.

Ms. Schumacher stated our lease also addresses certain maintenance items, for example, we upgraded all of the electricity out there but they did the improvements to the log cabin so its been a back and forth.

Chairman Hopkins stated the village should not be in the park business. Koehler fields and Ruzicka fields should be under the jurisdiction of the park district.

President Wallace stated he thinks that is a great idea.

Chairman Gunsteen asked what the advantages were of a lease vs. signing it over.

Ms. Schumacher stated we have never been part of the park besides the maintenance that we do. All of the rules and regulations, etc. fall under the park district so there is no operational change to the park and no particular value to the village holding the park.

Mr. Mraz stated each piece is a little different. This piece was owned by the village before the park district was around, but if the board wants to turn over all of the parks, we should look at those separately. Ruzicka Park has the tie in to ComEd with that parking lot and easement. We should look at Bartlett Park as one issue, including the Raiders and little league which could bog down things like the transfer of Bartlett Park.

Chairman Gunsteen stated he agrees that the people who use the fields should be included in the conversation.

Mr. Mraz stated we received some grant money for IDNR, so he will have to go back and see what restrictions there are.

Chairman LaPorte asked if this would affect taxes on the park district side.



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Mr. Mraz stated it would be an even wash. It is tax exempt whether we own it or the park district.

President Wallace stated the change is basically just us not doing the paperwork for a new lease every 50 years.

Chairman Gunsteen asked what the next steps were.

Mr. Mraz stated that staff would put an agreement together and then come back to the Committee of the Whole to go over everything.

Amendments to Massage and Bodywork Regulations

Chairman Gunsteen introduced the item.

Ms. Stone stated staff is going to step up on the enforcement side of the issue.

Ms. Schumacher stated if you remember, we looked at this from the zoning perspective and the direction we got from the board was to beef up the regulatory side on the licensing and the enforcing. She thinks the recommendations outlined really address those concerns that we have.

Mr. Mraz stated it summarizes what the most important changes are. In 2015, the State was not licensing Asian bodywork establishments so we were one of the first and came up with regulations to do that because it was a loophole. Over time we have seen people work around those loopholes. The State Statue took away some of our abilities to regulate. It has always been his opinion that the village could license massage establishments, and bodyworks establishments. We are going to go back to what we had and we will license massage establishments, body work establishments and body works practitioners. There are a number of organizations, but there are definitions that spell out what those are and we will issue those licenses. As the memo alluded to and discussed, there has been arrests, many times it is an actual massage business. Sometimes it is the owner, sometimes it is an employee, but rather than deal with a suspension, they will sell the business. It sold to a guy for \$50,000 but never applied for a license. They were operating the business and there was an incidence of prostitution. The primary difference is we need landlords to see these regulations. The landlord has a lease, there is a violation, then they have a legal obligation to mitigate damages and they are reluctant if that business is closing to not let them sublet it to someone else. If they are doing that right away and are not coming to get a new license, we have a new entity right away. We want to let landlords know about this and that they should not be leasing to these businesses unless they are licensed by us with licensed practitioners. There are other things in the existing code and we are going to do a better job of enforcing what is there. We also want a current list of all their licensed massage therapists or body practitioners.



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It is the problems we have seen over the last 7-8 years and trying to plug some of the other loopholes as well.

President Wallace stated we have put a lot of work into this over the years and he is feeling confident this tightens it up and hopefully fixes some of the issues we are having.

Chairman Gandsey asked if it was an in-person discussion with landlords and businesses.

Mr. Mraz stated when we tried to down zone it there was strong opposition, but when we came up with the 2015 ordinance, Austin Hopkins, a licensed massage therapist was very involved and he had no problem with tougher regulations because it gives legitimate massage therapists a bad name. He does not think there would be push back to these regulations.

Chairman Gandsey asked how do we help get landlords to prevent these incidents from happening.

Mr. Mraz stated it is going to have to be an educational process. We are going to send them the ordinance and we are going to get this on the books, send it to all the landlords so they know what's out there and are not signing these leases.

Chairman Deyne stated we went through this when that incident occurred. He had a lot of comments from the residents in his area. We had to do something to tighten that ordinance and from what he could understand anything is better than what we had and this is a step in the right direction.

Chairman Suwanski asked how this affects existing businesses that might not meet the compliance.

Mr. Mraz stated we have a very restricted current code. Some don't comply and we have to make sure they do but the changes are not that different from the current regulations so while the state appeared to preempt us, we were not checking to see that bodyworks practitioners were licensed. There could be a couple that have bodyworks practitioners that do not meet our regulations. Those regulations were always on the books since the State goes back and forth on whether they were going to take that over or not. We would notify them, give them some time to comply to make sure their employees bring in the paperwork to show they have all of the certifications and required training. We did not change any of the training requirements for a bodywork's practitioner. It is not like we are changing the rules drastically on them.

Chairman Suwanski clarified so we will mostly be just enforcing the rules.



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Mr. Mraz stated yes, we have clarified things and changing things with respect to landlords, but they are part of the problem so the businesses should know they need to get the proper licenses from the village.

Chairman Gunsteen clarified that no business is grandfathered in.

Mr. Mraz stated they are not grandfathered in.

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

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:04 p.m.

Samuel Hughes
Deputy Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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CALL TO ORDER

President Wallace called the Committee of the Whole meeting of November 15, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:19 p.m.

ROLL CALL

PRESENT: Chairmen Deyne, Gandsey, Gunsteen, Hopkins (Via Zoom), LaPorte, Suwanski, President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Interim Planning & Development Director Kristy Stone, Food and Beverage Manager Paul Petersen, Police Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

BUILDING & ZONING, CHAIRMAN HOPKINS
309 Oakbrook Court Rear Yard Variation

Chairman Hopkins introduced the item.

Ms. Stone stated we received a variation request for a 12' variation from the 35' required rear yard setback. The homeowner wants to deconstruct the current 3 season room and make a larger 3 season room at the rear of the property. The Planning and Zoning Commission recommended approval of the request. With the site backing up to the park, it presented itself to be an unusual circumstance for the property.

President Wallace asked what the typical variation allowed is.

Ms. Stone stated its usually 20%.

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

License & Ordinance, Chairman Gunsteen
Regulation of Political Signs on Residential Property

Chairman Gunsteen introduced the item.

Village Administrator Paula Schumacher stated you have a couple of opinions before you from Ancel Glink. We asked Ancel Glink to take a look at this largely because everything



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that is on the agenda tonight Bryan was working on and was time sensitive. The question of political sign regulations takes a little more research and are a little lengthier of a process and wasn't as time sensitive.

Ancel Glink attorney Kurt Asprooth stated the legislature has tied our hands as to what we can and cannot do for political signs. They preempted home rule authority so this is not just Bartlett, it is every community in the state. A lot of sign codes have not been updated to encompass this change that the legislature made and we have been working with a lot of our clients to get them updated and make them consistent with this limitation. It is pretty strict and sign limitations are about the only thing we can enforce on residential property. Signs on commercial property would still be subject to our temporary sign restriction. We drafted up a text amendment that would potentially carve out political signs differently than other temporary signs in the business. It would include the same size limit for all temporary signs of 6 feet. That is up to the board and Planning and Zoning Commission if they want to change that size, but we just went with the current size limit in the village code, then we went with a 6-foot height limitation. A height limitation is recommended and there is a reminder that all political signs need to remain on private property. It is unfortunately an area where hands are tied, but we are pretty much limited to a size limitation and a lot of communities do have that limitation as well, but some have an outdated time limitation, but that is not allowed to be regulated. We are reworking the code to carve this out as minimally as possible so all of the other temporary sign restrictions are applying, we are just creating this separate exemption for political signs on residential property.

Chairman Deyne stated that in essence you are asking us to fall in place with the current regulations that have been drafted by the legislature.

Mr. Asprooth stated essentially the discretionary portion that the village has is how big of a sign is allowed. We cannot limit the number of signs, the legislature basically said there are a lot of races on the ballot each year, they don't want you to pick and choose which races you support.

Chairman Deyne confirmed that we cannot limit the number of signs or the amount of time, only the size and height.

Chairman Suwanski confirmed that it is just the size or the height of the sign itself or how it sits on a property.

Mr. Asprooth stated generally we list it as total height including any support structures as well.

Chairman Suwanski stated some people put them on their fences and she does not see a problem with that.



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Mr. Asprooth stated that would certainly apply, but if the board would like to carve out an exemption to allow higher signs, that is where we have the discretion.

Chairman Deyne asked if the 4'x4' signs would be in compliance with this.

Mr. Asprooth stated not as drafted, but we just based it off the current restriction in the sign code of 6' square feet.

Chairman Deyne stated he has seen 4'x4's around town.

Mr. Asprooth stated we can limit that size.

Chairman Gunsteen stated he doesn't see a problem with political signs. He is fine with a 4'x4' sign and would be fine with limiting signs to that size.

Mr. Mraz stated you could have a house with 20, 4'x4' signs.

Chairman Deyne stated we have had so many elections and we have not seen that many. The problem he has with this is the length of time they can leave these signs up, but he knows there is nothing we can do about that.

Mr. Asprooth stated that he pulled the information from the bill and that was very clearly the intent of the bill.

President Wallace stated the ones on Rt. 59 are supposed to be pulled anyway and it is the states responsibility to do so.

Chairman Gunsteen asked about the signage square footage.

Mr. Asprooth stated a lot of communities have tried to inadvertently force a restriction on the number of signs by imposing a strict aggregate maximum of say 18 square feet. We think that would be hard to justify given the legislatures clear intent to allow you to have as many signs on the property as you want. We recommend not including any aggregate signage limitations and focusing on the individual sign limitation.

Chairman Gunsteen stated he is fine with the way it is now.

There was discussion that 4'x4' should be the maximum size.

Chairman Gandsey stated not being able to see when pulling out with a big sign is a concern as well.



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Chairman Gunsteen asked if there was a distance from the sidewalk or side yard included.

Mr. Asprooth stated they would have to comply with otherwise applicable setbacks, but he cant say he knows off the top of his head what those might be.

Ms. Stone stated anything taller than 3 feet is not allowed within the vision clearance triangle which is 25 feet from the corner of the street.

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

ROLL CALL VOTE TO ADJOURN

AYES: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

The meeting was adjourned at 7:34 p.m.

Samuel Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/6/2022

100-GENERAL FUND REVENUES

430310-TOWING/IMPOUNDING FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HUICHA KIM	ADMINISTRATIVE TOW FEE REFUND	500.00
	INVOICES TOTAL:	500.00

480602-IRMA REIMBURSEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	30.39
	INVOICES TOTAL:	30.39

100000-GENERAL FUND

210001-PAYROLL TAXES PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHWEST SUBURBAN UNITED WAY	BI-WEEKLY EMPLOYEE DONATION	15.00
	INVOICES TOTAL:	15.00

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - DEC 2022	324,992.81
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/DEC 2022	882.90
	INVOICES TOTAL:	325,875.71

1100-VILLAGE BOARD/ADMINISTRATION

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOOTSUITE INC	HOOTSUITE BUSINESS PLAN	4,079.28
	INVOICES TOTAL:	4,079.28

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CALENDARS	41.99
1 AMAZON CAPITAL SERVICES INC	CALENDAR	23.99
1 WAREHOUSE DIRECT	CALENDARS/APPT BOOKS	151.93
1 WAREHOUSE DIRECT	OFFICE SUPPLIES/HAND SOAP	121.93
	INVOICES TOTAL:	339.84

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	10.00
	INVOICES TOTAL:	10.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT ROTARY CLUB	MEMBERSHIP DUES/OCT-DEC 2022	195.00
1 ILLINOIS MUNICIPAL LEAGUE	ANNUAL MEMBERSHIP DUES	2,500.00
INVOICES TOTAL:		2,695.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PORTABLE STEREO SPEAKER	65.98
** 1 ENCHANTED PRODUCTIONS LLC	BARTLETT TREE LIGHTING	650.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	20.12
INVOICES TOTAL:		736.10

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 PETTY CASH	PETTY CASH REIMBURSEMENT	65.56
INVOICES TOTAL:		65.56

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	RETIREMENT GIFTS/GIFT CARDS	349.67
1 BARTLETT SPORTS	STAFF SHIRTS/JACKETS	1,046.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	121.20
INVOICES TOTAL:		1,516.87

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	LEGAL SERVICES	1,575.00
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	2,092.50
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	630.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	124.51
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	780.00
INVOICES TOTAL:		7,052.01

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	ON-CALL ENGINEERING SERVICES	700.00
1 HAMPTON LENZINI AND RENWICK INC	STORMWATER & WETLAND REVIEWS	131.25
1 HAMPTON LENZINI AND RENWICK INC	PROMENADE OF BARTLETT REVIEW	131.25
1 HAMPTON LENZINI AND RENWICK INC	PROJECT WARRIOR REVIEW	1,096.25
1 HAMPTON LENZINI AND RENWICK INC	GRASSLAND TOWNHOMES REVIEW	510.00
1 V3 COMPANIES LTD	W BARTLETT RD ENGINEERING REVIEW	1,786.25

** Indicates pre-issue check.

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INVOICES TOTAL: 4,355.00

523600-SOCIAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	2,892.27
INVOICES TOTAL:		<u>2,892.27</u>

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	154.41
INVOICES TOTAL:		<u>154.41</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	FSA CHECKS	119.77
1 WAREHOUSE DIRECT	CALENDARS	348.35
1 WAREHOUSE DIRECT	CALENDAR	12.35
1 WAREHOUSE DIRECT	CALENDARS	22.84
INVOICES TOTAL:		<u>503.31</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	FINANCIAL REPORT FILING	68.82
INVOICES TOTAL:		<u>68.82</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS STATE POLICE	ORI #IL016050L - COST CTR #5933	250.00
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	42.75
INVOICES TOTAL:		<u>292.75</u>

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	64.43
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	35.18
INVOICES TOTAL:		<u>99.61</u>

523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICES	291.60
INVOICES TOTAL:		<u>291.60</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	63.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	43.88
INVOICES TOTAL:		107.28

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T.P.I.	PLAN REVIEW SERVICES	2,348.45
INVOICES TOTAL:		2,348.45

526006-INSPECTION SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDRZEJ NYCZ	ELECTRICAL INSPECTIONS	70.00
INVOICES TOTAL:		70.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	90.29
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	66.00
INVOICES TOTAL:		156.29

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - OCTOBER 22	435.23
INVOICES TOTAL:		435.23

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CALENDARS/APPT BOOKS	177.74
INVOICES TOTAL:		177.74

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	25.00
1 BRUCE SCHROER	TRAINING EXPENSES	306.08
1 SUBURBAN BUILDING OFFICIALS CONF	ANNUAL MEETING/HOLIDAY LUNCH	120.00
INVOICES TOTAL:		451.08

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN BUILDING OFFICIALS CONF	MEMBERSHIP DUES/J KOMOROWSKI	100.00
INVOICES TOTAL:		100.00

546900-CONTINGENCIES

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

**VILLAGE OF BARTLETT
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**	1	PETTY CASH	PETTY CASH REIMBURSEMENT	10.00
			<u>INVOICES TOTAL:</u>	<u>10.00</u>

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	162.82
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	192.40
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	830.24
	<u>INVOICES TOTAL:</u>	<u>2,420.46</u>

524240-IMPOUNDING ANIMALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY ANIMAL SERVICES	ANIMAL SERVICES - SEPT 2022	150.00
	<u>INVOICES TOTAL:</u>	<u>150.00</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	VEHICLE MAINTENANCE SUPPLIES	38.94
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	517.50
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	71.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	71.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	105.50
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	71.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	71.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	71.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	71.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	261.75
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	71.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	71.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	71.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	71.40
1 MYD BARTLETT SG LLC	CAR WASH SERVICES	66.00
1 ULTRA STROBE COMMUNICATIONS INC	SHIPPING FEE/EQUIPMENT REPAIRS	19.95
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT INSTALLATION	1,018.85
	<u>INVOICES TOTAL:</u>	<u>2,742.49</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	37.21
1 AMAZON CAPITAL SERVICES INC	COFFEE SCOOPS	16.39
1 AMAZON CAPITAL SERVICES INC	MINI USB CABLES	37.95
1 THE FINER LINE INC	NAME PLATE INSERTS	47.50
** 1 PARTNERS AND PAWS VETERINARY SERVICES	LUTHER K9 BOARDING FEES	420.00
** 1 PARTNERS AND PAWS VETERINARY SERVICES	LUTHER K9 BOARDING FEES	529.43
1 STATE GRAPHICS	MOTOR VEHICLE TOW REPORTS	377.57

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 ULINE	EVIDENCE SUPPLIES	115.05
1 WAREHOUSE DIRECT	INK CARTRIDGE	111.57
1 WAREHOUSE DIRECT	INK CARTRIDGE	80.11
1 WAREHOUSE DIRECT	INK CARTRIDGE	128.94
1 WAREHOUSE DIRECT	INK CARTRIDGE	111.56
1 WAREHOUSE DIRECT	INK CARTRIDGE	128.94
1 WAREHOUSE DIRECT	INK CARTRIDGE	146.73
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	134.14
INVOICES TOTAL:		2,423.09

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL	95.39
1 RAY O'HERRON CO INC	UNIFORM APPAREL	43.20
1 RAY O'HERRON CO INC	DRESS CAP	44.96
INVOICES TOTAL:		183.55

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	RANGE WEAPON MAINT SUPPLIES	779.74
1 SAGE CONTROL ORDNANCE INC	LESS LETHAL RESUPPLY	1,203.44
INVOICES TOTAL:		1,983.18

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - OCTOBER 22	11,275.22
INVOICES TOTAL:		11,275.22

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	276.51
1 WAREHOUSE DIRECT	STYROFOAM CUPS/OFFICE SUPPLIES	182.87
1 WAREHOUSE DIRECT	USB DRIVES/OFFICE SUPPLIES	181.60
1 WAREHOUSE DIRECT	PENS	13.39
INVOICES TOTAL:		654.37

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTOXIMETERS INC	MAINTENANCE SUPPLIES	230.50
INVOICES TOTAL:		230.50

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEGAN FASANELLA	DRE SCHOOL TRAINING EXPENSES	2,018.42
1 MEGAN FASANELLA	TRAINING EXPENSES	414.60
** 1 FULL CIRCLE TRAINING SOLUTIONS	NIBRS TRAINING REGISTRATION	429.00
1 NORTHWESTERN UNIVERSITY	COURSE FEES	1,100.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 ON-TARGET SOLUTIONS GROUP INC	SEMINAR FEES	295.00
		INVOICES TOTAL: 4,257.02

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	EMERGENCY MEDICAL SUPPLIES	55.89
1 TACTICAL MEDICAL SOLUTIONS LLC	MEDICAL BANDAGES	185.21
		INVOICES TOTAL: 241.10

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLDSTAR PRINTING	CITIZEN POLICE SHIRTS	302.31
		INVOICES TOTAL: 302.31

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	54.56
1 BARTLETT SOAP N SUDS	BLANKET CLEANING	41.25
		INVOICES TOTAL: 95.81

545100-EMERGENCY MANAGEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SERVICE CART/CABLE MGMT TRAYS	478.36
		INVOICES TOTAL: 478.36

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	VACUUMS	299.98
		INVOICES TOTAL: 299.98

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALL TRAFFIC SOLUTIONS INC	SPEED TRAILER	8,990.00
		INVOICES TOTAL: 8,990.00

570105-EQUITABLE SHARING EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 POLICE EXECUTIVE RESEARCH FORUM	FEES/KYLE RYBASKI-BARTLETT PD	9,700.00
** 1 POLICE EXECUTIVE RESEARCH FORUM	FEES/WILL NAYDENOFF-BARTLETT PD	9,700.00
		INVOICES TOTAL: 19,400.00

1800-STREET MAINTENANCE

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,196.70

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 COMMONWEALTH EDISON CO	ELECTRIC BILL	132.48
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,374.39
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	20.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,492.65
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	15.10
1 NICOR GAS	GAS BILL	224.21
1 NICOR GAS	GAS BILL	232.87
1 NICOR GAS	GAS BILL	400.43
INVOICES TOTAL:		5,089.73

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERSTATE BILLING SERVICE INC	VEHICLE MAINTENANCE	1,491.00
1 INTERSTATE BILLING SERVICE INC	VEHICLE MAINTENANCE	2,090.86
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	322.57
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	465.49
INVOICES TOTAL:		4,369.92

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	574.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	504.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	490.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	266.00
1 DTN LLC	WEATHER INFORMATION SERVICE	693.00
INVOICES TOTAL:		2,527.00

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	417.75
INVOICES TOTAL:		417.75

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES/NOV 2022	2,461.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/NOV 2022	2,350.00
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	1,170.10
1 THE SAVANNA GROUP INC	HOLIDAY LIGHTING INSTALLATION	7,696.00
1 THE SAVANNA GROUP INC	HOLIDAY LIGHTING INSTALLATION	3,848.00
INVOICES TOTAL:		17,525.10

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,278.00
1 RENAE HOFFMAN	PUBLIC SIDEWALK REPLACEMENT	949.00
1 STEVE KRISKOVICH	SIDEWALK & CURB REPLACEMENT	1,307.00
1 DOUGLAS LITTLE	SIDEWALK & CURB REPLACEMENT	1,917.00

** Indicates pre-issue check.

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1 WELCH BROS INC	MAINTENANCE SUPPLIES	460.00
		INVOICES TOTAL: 6,911.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	231.14
1 AIRGAS USA LLC	CYLINDER LEASE RENEWAL	77.85
1 ARLINGTON POWER EQUIPMENT INC	MATERIALS & SUPPLIES	447.78
1 DULTMEIER SALES LLC	TOW CHAINS	337.46
1 GRAINGER	HAND CLEANER WALL DISPENSER	50.06
1 HR DIRECT	ATTENDANCE CALENDAR CARDS	21.52
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING PAINT	109.20
1 RANDALL PRESSURE SYSTEMS INC	MATERIALS & SUPPLIES	2,183.65
1 WELCH BROS INC	MARKER PAINT	290.40
1 WINDY CITY LIGHTS INC	HOLIDAY LIGHTING	1,480.00
		INVOICES TOTAL: 5,229.06

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AL WARREN OIL COMPANY INC	WINTER BLEND DIESEL FUEL	6,464.87
** 1 WEX BANK	FUEL PURCHASES - OCTOBER 22	7,810.77
		INVOICES TOTAL: 14,275.64

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/BATTERIES/SUPPLIES	145.98
		INVOICES TOTAL: 145.98

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	13.31
1 AUTOZONE INC	MAINTENANCE SUPPLIES	647.84
1 CAROL STREAM LAWN & POWER	AIR FILTERS	59.70
1 CAROL STREAM LAWN & POWER	IGNITION MODULES	101.65
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	273.95
1 RALPH HELM INC	MAINTENANCE SUPPLIES	166.91
1 WHOLESALE DIRECT INC	MAINTENANCE SUPPLIES	585.31
		INVOICES TOTAL: 1,848.67

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	7,066.40
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	258.42
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	227.03
1 GRIMCO INC	MAINTENANCE SUPPLIES	210.40
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	1,515.15

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 WELCH BROS INC	HAULED ASPHALT GRINDINGS	150.00
	<u>INVOICES TOTAL:</u>	<u>9,427.40</u>

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	323.88
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	336.80
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	647.76
1 STEINER ELECTRIC COMPANY	STREET LIGHT FIXTURES	3,334.50
1 STEINER ELECTRIC COMPANY	STREET LIGHT FIXTURES	3,267.24
	<u>INVOICES TOTAL:</u>	<u>7,910.18</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOCIATION	ANNUAL MEMBERSHIP RENEWAL	445.66
	<u>INVOICES TOTAL:</u>	<u>445.66</u>

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JEFFREY SANTELLA	STORM SEWER IMPROVEMENTS	3,493.75
	<u>INVOICES TOTAL:</u>	<u>3,493.75</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - SEPT 2022	142.33
	<u>INVOICES TOTAL:</u>	<u>142.33</u>

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORRECTIVE ASPHALT MATERIALS LLC	PAVEMENT PRESERVATION PROJECT	53,911.82
	<u>INVOICES TOTAL:</u>	<u>53,911.82</u>

583040-208-CAR BALLFIELD PARKING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	RUZICKA FIELD LOT PAVING/DRAINAGE	530.00
	<u>INVOICES TOTAL:</u>	<u>530.00</u>

4800-BREWSTER CREEK TIF MUN ACC EXP

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICE	51.30
	<u>INVOICES TOTAL:</u>	<u>51.30</u>

** Indicates pre-issue check.

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5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - SEPTEMBER 22	504,283.36
	INVOICES TOTAL:	504,283.36

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/NOV 2022	1,562.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	90.00
1 OTM ENVIRONMENTAL SERVICES INC	WATER SYSTEM CHECKS/OCT 2022	11,600.00
	INVOICES TOTAL:	13,252.00

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	NOVEMBER 2022 BILLING	731.20
	INVOICES TOTAL:	731.20

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAXTER & WOODMAN	SOURCE WATER PROTECTION PLAN	1,078.75
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	1,170.10
1 HAMPTON LENZINI AND RENWICK INC	HANOVER TWSP/CAMPUS EXPANSION	2,455.00
	INVOICES TOTAL:	4,703.85

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	294.37
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	18.21
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,210.37
1 NICOR GAS	GAS BILL	98.00
1 NICOR GAS	GAS BILL	189.03
	INVOICES TOTAL:	2,809.98

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	61.17
	INVOICES TOTAL:	61.17

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE PLUMBING & SEWER CO	SEWER PIPE REPLACEMENT	8,724.92
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	456.98
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	1,722.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	1,512.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	1,470.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	798.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,317.50
1 WELCH BROS INC	GRAVEL PURCHASE	168.00
1 WELCH BROS INC	GRAVEL PURCHASE	168.00
1 WELCH BROS INC	GRAVEL PURCHASE	588.00
		INVOICES TOTAL:
		16,925.40

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	WATER DEPT DOOR HANGERS	211.13
1 CORE & MAIN LP	MATERIALS & SUPPLIES	443.12
1 CORE & MAIN LP	MATERIALS & SUPPLIES	1,957.04
1 HR DIRECT	ATTENDANCE CALENDAR CARDS	21.52
		INVOICES TOTAL:
		2,632.81

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	1,001.62
		INVOICES TOTAL:
		1,001.62

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	248.48
		INVOICES TOTAL:
		248.48

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - OCTOBER 22	1,196.61
		INVOICES TOTAL:
		1,196.61

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/BATTERIES/SUPPLIES	145.98
		INVOICES TOTAL:
		145.98

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS	3,200.60
1 WATER RESOURCES INC	WATER METER	106.60
		INVOICES TOTAL:
		3,307.20

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOCIATION	ANNUAL MEMBERSHIP RENEWAL	445.67
		INVOICES TOTAL:
		445.67

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - SEPT 2022	142.33
INVOICES TOTAL:		142.33

547047-IEPA LOAN INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PAYMENT	62,467.83
INVOICES TOTAL:		62,467.83

547048-IEPA LOAN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PAYMENT	171,006.94
INVOICES TOTAL:		171,006.94

547072-DWC CAPITAL BUY IN PRINCIPAL

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

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HUGH V CHAPMAN	REFUND/WATER BILL OVERPAYMENT	120.34
1 K-4 PARTNERS LLC	REFUND/WATER BILL OVERPAYMENT	63.37
1 CRAIG/DONNA VAN METRE	REFUND/WATER BILL OVERPAYMENT	120.34
INVOICES TOTAL:		304.05

5090-WATER CAPITAL PROJECTS EXP

581029-WATERMAIN REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE PLUMBING & SEWER CO	WATER METER INSTALLATION	1,248.00
INVOICES TOTAL:		1,248.00

581031-LEAK SURVEY/REPAIR

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK DETECTION/LOCATION SURVEY	8,870.40
INVOICES TOTAL:		8,870.40

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/NOV 2022	625.00

** Indicates pre-issue check.

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INVOICES TOTAL: 625.00

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	NOVEMBER 2022 BILLING	731.19
		<u>INVOICES TOTAL: 731.19</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PACE ANALYTICAL SERVICES LLC	SAMPLE TESTING	40.00
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	152.50
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	281.50
		<u>INVOICES TOTAL: 474.00</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	1,170.11
		<u>INVOICES TOTAL: 1,170.11</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	6.41
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	4.90
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	18,430.71
1 NICOR GAS	GAS BILL	50.59
1 NICOR GAS	GAS BILL	52.68
1 NICOR GAS	GAS BILL	162.72
1 NICOR GAS	GAS BILL	308.86
		<u>INVOICES TOTAL: 19,016.87</u>

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	6,522.84
		<u>INVOICES TOTAL: 6,522.84</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	574.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	504.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	490.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	266.00
		<u>INVOICES TOTAL: 1,834.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	231.14
1 AIRGAS USA LLC	CYLINDER LEASE RENEWAL	77.85

** Indicates pre-issue check.

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1 CALCO LTD	DEMINERALIZER	129.00
1 CASE LOTS INC	ROLL TOWELS	266.40
1 HR DIRECT	ATTENDANCE CALENDAR CARDS	21.53
	INVOICES TOTAL:	725.92

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	6,447.05
1 HAWKINS INC	CHEMICAL SUPPLIES	4,075.00
1 HAWKINS INC	CHEMICAL SUPPLIES	8,320.99
1 HAWKINS INC	CHEMICAL SUPPLIES	5,232.65
1 HAWKINS INC	CHEMICAL SUPPLIES	30.00
	INVOICES TOTAL:	24,105.69

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - OCTOBER 22	2,162.35
	INVOICES TOTAL:	2,162.35

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LIONHEART CRITICAL POWER	GENERATOR INSPECTIONS	6,446.00
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	712.18
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	172.00
	INVOICES TOTAL:	7,480.18

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOCIATION	ANNUAL MEMBERSHIP RENEWAL	445.67
	INVOICES TOTAL:	445.67

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - SEPT 2022	142.34
	INVOICES TOTAL:	142.34

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT/NOV 22	949.41
	INVOICES TOTAL:	949.41

5190-SEWER CAPITAL PROJECTS EXP

** Indicates pre-issue check.

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582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TROTTER & ASSOCIATES INC	LIFT STATION REHAB PROJECT	10,307.50
INVOICES TOTAL:		10,307.50

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	1,965,206.46
1 RUBINO ENGINEERING INC	CONCRETE COMPRESSION TESTING	1,372.00
1 STRAND ASSOCIATES INC	WRF - CONTRACT ADMIN	33,600.00
1 STRAND ASSOCIATES INC	WRF - OPERATION & MAINT MANUALS	5,025.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF - RPR	32,290.04
1 STRAND ASSOCIATES INC	WATER RECLAMATION FACILITY	1,550.00
INVOICES TOTAL:		2,039,043.50

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	KEY-GREEN ACCESS	69.60
INVOICES TOTAL:		69.60

523800-RENT TO RAILROAD

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRA	QTRLY LEASE PYMT/AUG-OCT 2022	1,082.85
INVOICES TOTAL:		1,082.85

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	131.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	29.35
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	7.43
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	20.04
INVOICES TOTAL:		188.72

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN ELECTRIC CONSTRUCTION CO	PAY STATION MAINTENANCE	600.00
INVOICES TOTAL:		600.00

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
1 GORDON FLESCHE COMPANY INC	COPIER MAINTENANCE SERVICE	32.69

** Indicates pre-issue check.

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1	JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	255.00
1	MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - SEPT 2022	288.35
<u>INVOICES TOTAL:</u>			<u>693.54</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1	EXAMINER PUBLICATIONS INC	VETERANS PAGE SUPPORT	45.00
<u>INVOICES TOTAL:</u>			<u>45.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1	JENSEN'S PLUMBING & HEATING INC	BOILER MAINTENANCE	1,110.56
<u>INVOICES TOTAL:</u>			<u>1,110.56</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	878.19
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	7.06
1	JENSEN'S PLUMBING & HEATING INC	HVAC UNIT MAINTENANCE	232.20
<u>INVOICES TOTAL:</u>			<u>1,117.45</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1	GOLF CORE	SCORECARDS	1,047.13
1	POWERS SPORTS LLC	SIMULATOR REPLACEMENT PARTS	512.31
1	SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	33.95
1	SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	50.00
<u>INVOICES TOTAL:</u>			<u>1,643.39</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1	AMAZON CAPITAL SERVICES INC	CASH REGISTER TAPE/SUPPLIES	20.00
1	ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	6.59
<u>INVOICES TOTAL:</u>			<u>26.59</u>

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1	NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	133.82
<u>INVOICES TOTAL:</u>			<u>133.82</u>

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1	ACUSHNET COMPANY	GOLF BALLS	92.77
1	ACUSHNET COMPANY	GOLF BALLS	699.58
1	BRIDGESTONE GOLF INC	GOLF BALLS	757.41
1	BRIDGESTONE GOLF INC	GOLF BALLS	252.47
1	BRIDGESTONE GOLF INC	GOLF BALLS	636.60

** Indicates pre-issue check.

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1 BRIDGESTONE GOLF INC	GOLF BALLS	341.83
1 BRIDGESTONE GOLF INC	GOLF BALLS	126.98
INVOICES TOTAL:		2,907.64

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOUR EDGE GOLF MFG INC	GOLF CLUBS	138.00
1 TOUR EDGE GOLF MFG INC	GOLF CLUBS	138.00
INVOICES TOTAL:		276.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO DISTRICT GOLF ASSOCIATION	DUES	540.00
INVOICES TOTAL:		540.00

5510-GOLF MAINTENANCE EXPENSES

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PORTABLE EQUIPMENT CO INC	EQUIPMENT RENTAL	900.00
INVOICES TOTAL:		900.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	292.72
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2.35
INVOICES TOTAL:		295.07

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	13.26
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	119.99
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	318.00
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	901.36
1 VALLEY HYDRAULIC SERVICE INC	MAINTENANCE SUPPLIES	233.33
INVOICES TOTAL:		1,585.94

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMPERAGE ELECTRICAL SUPPLY INC	LIGHTING SUPPLIES	124.68
1 LEIBOLD IRRIGATION INC	PRESSURE REGULATING VALVE	365.00
INVOICES TOTAL:		489.68

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

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

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1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	50.00
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	108.00
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.83
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - SEPT 2022	38.32
1 SYSCO CHICAGO INC	ECOLAB DISH LEASE - JUNE 2022	90.00
1 SYSCO CHICAGO INC	ECOLAB DISH LEASE - JULY 2022	90.00
	INVOICES TOTAL:	491.65

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	146.36
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1.17
	INVOICES TOTAL:	147.53

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WALL CLOCKS	15.99
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	125.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	55.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	98.90
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	200.00
	INVOICES TOTAL:	494.89

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	650.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	200.00
1 GRECO AND SONS INC	FOOD PURCHASE	198.77
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	238.80
1 GRECO AND SONS INC	FOOD PURCHASE	200.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	213.31
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	39.14
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	362.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	482.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	50.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	97.88
	INVOICES TOTAL:	2,731.90

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	50.00
1 ALSCO	LINEN SERVICES	111.55
1 ALSCO	LINEN SERVICES	585.03

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1	ALSCO	LINEN SERVICES	207.25
1	ECOLAB INC	WATER SOFTENER RENTAL	49.50
1	GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.84
1	MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - SEPT 2022	38.33
1	SYSCO CHICAGO INC	ECOLAB DISH LEASE - JUNE 2022	90.00
1	SYSCO CHICAGO INC	ECOLAB DISH LEASE - JULY 2022	90.00
<u>INVOICES TOTAL:</u>			<u>1,267.50</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELEGANT PRESENTATIONS INC	TABLE RENTAL	177.79
<u>INVOICES TOTAL:</u>		<u>177.79</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE KNOT WORLDWIDE INC	ADVERTISING	4,728.74
<u>INVOICES TOTAL:</u>		<u>4,728.74</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	146.36
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1.19
<u>INVOICES TOTAL:</u>		<u>147.55</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WALL CLOCKS	15.99
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	125.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	55.00
1 MLA WHOLESALE INC	FLOWERS	145.65
1 MLA WHOLESALE INC	FLOWERS	126.30
1 MLA WHOLESALE INC	FLOWERS	159.90
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	163.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	194.00
<u>INVOICES TOTAL:</u>		<u>984.84</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CASH REGISTER TAPE/SUPPLIES	69.42
1 AMAZON CAPITAL SERVICES INC	BATTERIES/PAPER/STAPLES	52.04
<u>INVOICES TOTAL:</u>		<u>121.46</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	505.25
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	406.99
1 THE BAKING INSTITUTE BAKERY CO	CUPCAKES	119.60

** Indicates pre-issue check.

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1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	406.99
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	218.99
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	312.99
1 THE BAKING INSTITUTE BAKERY CO	CAKE PURCHASE	35.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,606.19
1 ELGIN BEVERAGE CO	BEER PURCHASE	204.52
1 EUCLID BEVERAGE LLC	BEER PURCHASE	469.64
1 EUCLID BEVERAGE LLC	BEER PURCHASE	174.07
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	94.44
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	144.52
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	362.62
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	428.96
1 GRECO AND SONS INC	FOOD PURCHASE	195.92
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	522.00
1 GRECO AND SONS INC	FOOD PURCHASE	84.42
1 GRECO AND SONS INC	FOOD PURCHASE	734.41
1 GRECO AND SONS INC	FOOD PURCHASE	84.96
1 IL GIARDINO DEL DOLCE INC	CAKE PURCHASE	104.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	173.32
1 LAKESHORE BEVERAGE	BEER PURCHASE	128.31
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	213.31
1 SYSCO CHICAGO INC	FOOD PURCHASE	19.05
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	1,693.22
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	3,379.66
1 SYSCO CHICAGO INC	FOOD PURCHASE	675.10
1 SYSCO CHICAGO INC	FOOD PURCHASE	268.12
1 SYSCO CHICAGO INC	FOOD PURCHASE	102.42
1 TEC COFFEE & FOODS	COFFEE PURCHASE	97.88
INVOICES TOTAL:		13,966.87

5580-GOLF MIDWAY EXPENSES

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	400.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	259.13
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	94.44
INVOICES TOTAL:		753.57

6000-CENTRAL SERVICES EXPENSES

516500-UNEMPLOYMENT BENEFITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ILLINOIS DIRECTOR OF EMPLOYMENT SECUR	UNEMPLOYMENT BENEFITS	1,472.00
INVOICES TOTAL:		1,472.00

522400-SERVICE AGREEMENTS

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

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1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	222.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	402.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	3,174.00
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	119.85
1 ONSOLVE LLC	CODE RED SERVICE AGREEMENT	17,500.00
INVOICES TOTAL:		21,417.85

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOXIT SOFTWARE INCORPORATED	FOXIT PDF EDITOR MAINTENANCE	130.24
1 KNOWBE4 INC	COMPLIANCE PLUS SUBSCRIPTION	109.05
1 SHI	PATCH MANAGEMENT MAINT RENEWAL	1,870.00
INVOICES TOTAL:		2,109.29

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	SEMI ANNUAL ALARM INSPECTIONS	470.00
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - SEPT 2022	3,864.00
1 SCHINDLER ELEVATOR CORPORATION	EQUIPMENT INSTALLATION	1,108.56
INVOICES TOTAL:		5,682.16

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,156.66
1 COMCAST	INTERNET SERVICE	218.40
INVOICES TOTAL:		4,375.06

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	30.03
INVOICES TOTAL:		30.03

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	RETIREMENT GIFTS/GIFT CARDS	568.30
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	245.21
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	41.63
1 WAREHOUSE DIRECT	PAPER PLATES	38.84
1 WAREHOUSE DIRECT	PAPER/PLASTIC KNIVES	356.34
1 WAREHOUSE DIRECT	PAPER BOWLS	25.53
1 WAREHOUSE DIRECT	PAPER TOWELS	509.05
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	91.74
INVOICES TOTAL:		1,876.64

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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1 TOWN & COUNTRY GARDENS EL	FLOWERS	163.98
		<u>INVOICES TOTAL: 163.98</u>

6100-VEHICLE REPLACEMENT EXPENSES

570550-GOLF VEHICLE REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REVELS TURF & TRACTOR LLC	GREENS ROLLER	16,570.00
		<u>INVOICES TOTAL: 16,570.00</u>

7000-POLICE PENSION EXPENDITURES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER DOBROVOLNY & LABARDI PC	LEGAL SERVICES	1,071.29
		<u>INVOICES TOTAL: 1,071.29</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IPPFA	ONLINE SEMINAR REGISTRATION	275.00
		<u>INVOICES TOTAL: 275.00</u>

900000-POOLED CASH & INVESTMENT FUND

100028-POSTAGE MACHINE

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

GRAND TOTAL: 3,593,290.42

GENERAL FUND	491,316.21
MOTOR FUEL TAX FUND	54,441.82
BREWSTER CREEK TIF MUN ACCT	51.30
WATER FUND	831,981.08
SEWER FUND	2,115,736.57
PARKING FUND	1,941.17
GOLF FUND	37,778.97
CENTRAL SERVICES FUND	37,127.01
VEHICLE REPLACEMENT FUND	16,570.00
POLICE PENSION FUND	1,346.29
POOLED CASH & INVESTMENT FUND	5,000.00
GRAND TOTAL	3,593,290.42

** Indicates pre-issue check.

APPOINTMENT OF VILLAGE OFFICER

DECEMBER 6, 2022

Appointment of Village Officer by the Village President with the Advice and Consent of the Board.

[Kristy Stone has completed a six-month period as Interim Director of Planning and Development Services]

Appointment by the Village President of Kristy Stone as Director of Planning and Development Services and Zoning Administrator, with the Advice and Consent of the Village Board.

BARTLETT WOMAN'S CLUB 85-YEAR ANNIVERSARY PROCLAMATION

WHEREAS, Bartlett's Bide-a-Wee Club was organized in 1936 by nine women who discussed the problems of the day while needles and thimbles clicked and crochet hooks flew; and

WHEREAS, that original club changed its name to the Bartlett Woman's Club on December 30, 1937, beginning the 85 years of "service to the community, promotion of good fellowship and the advancement of intellectual culture" that we celebrate here tonight; and

WHEREAS, each decade of Bartlett's history since 1937 bears the stamp of the helping hands and philanthropic efforts of the Bartlett Woman's Club; and

WHEREAS, club members collected "Bundles for Britain" and raised \$1,000 for the construction of Bartlett Park's Log Cabin in the 1940s; purchased playground equipment and bike racks following the formation of the Bartlett Park District in the 1960s; began an ongoing scholarship program for high school seniors and women returning to the work force in 1976; and helped our Village celebrate its 100th birthday with a generous contribution towards the centennial gazebo in 1991; and

WHEREAS, at this milepost in the group's history, multiple generations of women, mothers and daughters, aunts and cousins have served and socialized side by side, hosting craft fairs and bunny lunches, fashion shows and candidate nights, always ready to support the next worthy cause with the club's unique mix of fundraising and just plain fun;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, do hereby congratulate the extraordinary ladies of the Bartlett Woman's Club, Bartlett's oldest service organization and thank them for the many years of kindness and dedication that they have shown us.

Dated this 6th day of December 2022



Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name Establishing a Special Service Area for the Committee
Townhomes at the Grasslands Subdivision or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached is an Ordinance **establishing** a Special Service Area for the Townhomes at the Grasslands Subdivision. The establishment of a Special Service Area is necessary to provide a backup source of funding for the storm water detention system in the development if the homeowners association is unable to perform the required maintenance. The DuPage County Storm Water Ordinance requires this backup funding mechanism.

ATTACHMENTS (PLEASE LIST)

PDS Memo, SSA Data Sheet and the Ordinance Establishing the SSA

ACTION REQUESTED

- For Discussion Only
- Resolution
- Motion

Ordinance - Move to Approve Ordinance #2022-_____ *An Ordinance establishing Special Service Area Number Two for the Townhomes at the Grasslands Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and authorizing the levy of an annual maintenance tax, and the issuance of bonds to an amount not to exceed \$1,332,560 for the purpose of paying the cost of providing special services in and for such Area*

Staff: Kristy Stone, Interim PDS Director

Date: 11.23.2022

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM

22-115

DATE: November 23, 2022

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, Interim Planning & Development Services Director 

RE: **Establishing a Special Service Area for the Townhomes at the Grasslands Subdivision**

Attached for your review is an Ordinance **establishing** a Special Service Area for the Townhomes at the Grasslands Subdivision. The corresponding Townhomes at the Grasslands Subdivision Special Service Area Data Sheet is also attached.

This Ordinance is in keeping with the Village policy to ensure payment for the maintenance and care of storm water related public improvements in the event that the homeowner's association does not perform the required maintenance and upkeep of the system. Administrative costs incurred by the Village in connection with the future maintenance of the storm water related improvements in the Townhomes at the Grasslands Subdivision are also covered by this Ordinance.

Move to approve Ordinance #2022-_____ An Ordinance Establishing Special Service Area Number Two for the Townhomes at the Grasslands Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and authorizing the levy of an annual maintenance tax and the issuance of bonds to an amount not to exceed \$1,332,560 for the purpose of paying the cost of providing special services in and for such Area

/attachments
x:\comdev\memos 2022\115_grasslandsphase2_ssaestablish_vb.docx

SPECIAL SERVICE AREA DATA SHEET

Name: Townhomes at the Grasslands

Developer: Forestar (USA) Real Estate Group

Number of Units: 27 total lots with 23 buildings containing a total of 116 units

Bond Amount: \$1,332,560

Part of PIN #'s 06-33-101-001-0000
06-33-200-001-0000
06-33-201-014-0000

Property Owners: Bartlett 59 LLC (owner)
Forestar (USA) Real Estate Group (contract purchaser)

Important Dates:

Board Approval of Authorization	10/04/2022
Ordinance Proposing SSA	2022-87
Date Passed	10/04/2022
60 Day Expiration	12/03/2022
Public Hearing	12/06/2022
Ordinance Establishing SSA	2022-_____
Date Passed	12/06/2022

of Acres 70.048 +/- acres

MAIL TO:
Village of Bartlett
Lorna Gilles, Village Clerk
228 South Main Street
Bartlett, IL, 60103

ORDINANCE NO. 2022 - _____

AN ORDINANCE establishing Special Service Area Number Two for the Townhomes at the Grasslands Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and authorizing the levy of an annual maintenance tax, and authorizing and the issuance of bonds to an amount not to exceed \$1,332,560 for the purpose of paying the cost of providing special services in and for such Area.

* * * * *

PREAMBLES

WHEREAS, pursuant to the provisions of the 1970 Constitution of the State of Illinois (the "Constitution"), the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "Village"), is authorized to create special service areas in and for the Village; and,

WHEREAS, the Village of Bartlett is a municipality which has a population of more than 25,000 and is therefore a home rule unit of government pursuant to Section 6 of Article 7 of the Constitution, which provides:

"Except as limited by this Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt . . ."

and

WHEREAS, special service areas are established by home rule units pursuant to Section 7(l)(2) of Article VII of the Constitution, which provides:

"(1) The General Assembly may not limit the power of home rule units . . .
(2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services."

and are established pursuant to the provisions of the Special Service Area Tax Law (35 ILCS 200/27-5, *et seq.*), as amended, and pursuant to the Revenue Act of 1939 of the State of Illinois, as amended; and

WHEREAS, it is in the public interest that the establishment of the area hereinafter described as a special service area for the purpose set forth herein and to be established as Special Service Area Number Two for the townhome sat the Grasslands Subdivision, which will be subdivided into 27 lots, including 23 buildings with a total of 116 townhome units upon the recording of the Final Plat of Subdivision for the Grasslands Phase 2 prepared by Regional Land Services dated April 30, 2022 and last revised September 22, 2022 (the "Phase 2 Final Plat"), lying within the corporate limits of the Village of Bartlett in Cook County, Illinois, located at the east side of Naperville Road, north of the Chicago, Milwaukee, St. Paul and Pacific Railroad, and being approximately 70.048 +/- acres in size, which is legally described in Section Two of this Ordinance and is sometimes alternatively hereinafter referred to as the "Territory" or the Area"; and

WHEREAS, the Area is compact and contiguous and is totally within the corporate limits of the Village; and

WHEREAS, the Area will benefit specially from the municipal services to be provided in the event D. R. Horton, Inc. – Midwest, an Illinois corporation, or Forestar

(USA) Real Estate Group, Inc. a Delaware corporation, or another developer of the Area, the Townhomes at the Grasslands Homeowners Association (the "THOA"), if any, the Owner of the Area, and the management company hired by the Owner of the Area, or the THOA, (collectively, the "Responsible Parties"), fail to maintain, repair, and replace the storm sewers and the management of stormwater which directly affect the Area, including (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care, maintenance and restoration of wetland areas and naturalized detention basins and retention ponds areas; and (5) the administrative costs incurred by the Village in connection with the above, including, but not limited to, insurance premiums for liability insurance coverage (collectively, the "Services"); and,

WHEREAS, the Services are unique and in addition to municipal services provided to the Village as a whole and it is, therefore, in the best interests of the Village that the Area be established; and,

WHEREAS, it is hereby estimated that the annual cost of providing for the ordinary maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches and for the ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and the ordinary care and maintenance of wetland areas and naturalized detention basins and retention ponds areas (the "Ordinary Services") is

\$20,000 and that the annual cost of providing the Ordinary Services will increase each year with inflation; and,

WHEREAS, in the event the Ordinary Services are not adequately performed by the Responsible Parties, or any of them, as determined by the Corporate Authorities of the Village of Bartlett in its sole discretion, it will be necessary to levy a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing the Ordinary Services; and

WHEREAS, it is hereby estimated that the cost of cleaning and dredging the storm water detention and retention ponds and basins, drainage swales and ditches and replacing storm sewers, drain tile, pipes and other conduit, and appurtenant structures and restoring wetland areas and naturalized detention basins and retention ponds areas which will serve the Area (the "Extraordinary Services") is \$333,140 based on current construction costs, and will in no event exceed \$1,332,560; and

WHEREAS, it is in the public interest that the issuance of bonds in the amount of \$333,140, adjusted for increases in the cost of construction as hereinafter provided, but in no event to exceed \$1,332,560, and secured by the full faith and credit of the Area be considered for the purpose of paying the cost of providing the Extraordinary Services (the "Bonds") in the event the Extraordinary Services are not properly performed by the Responsible Parties, or any of them, as determined by the Corporate Authorities of the Village of Bartlett in its sole discretion; and

WHEREAS, the proceeds of the Bonds shall be used solely and only for Services for which the Village is authorized under the provisions of the Illinois Municipal Code, as amended, to levy taxes or special assessments or to appropriate the funds of the Village, all of the Services to be in and for the Area and all of the necessary construction to be on

existing public property or easements or property or easements to be acquired by the Village; and

WHEREAS, the Bonds shall be retired over a period not to exceed 20 years from the issuance thereof and shall bear interest at a rate or rates not to exceed the lesser of (i) 10% per annum, or (ii) the maximum rate then permitted by law; and

WHEREAS, the Bonds shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest on the Bonds as the same comes due, and to discharge any unpaid principal thereof at maturity; and

WHEREAS, said direct annual tax shall be levied upon all taxable property within the Area for said period of not to exceed 20 years and shall be unlimited as to rate or amount except as expressly provided in this Ordinance and shall be in addition to all other taxes permitted by law; and

WHEREAS, it is the intent of the Corporate Authorities that the proceeds of any taxes levied pursuant to this ordinance shall be used solely and only for the purposes of paying for the Ordinary Services and the Extraordinary Services in the Special Service Area, as hereinabove set forth, and that in no event shall funds accumulated for those purposes be used for any other purpose; and

WHEREAS, on October 4, 2022, the Corporate Authorities adopted Ordinance 2022-87, "AN ORDINANCE proposing the establishment of Special Service Area Number Two for the Townhomes at the Grasslands Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and the issuance of bonds to amount not to exceed \$1,332,560 for the purpose of paying the cost of providing special services in or for such Area" (hereinafter, "Ordinance 2022-87" or the "SSA Proposing Ordinance") and therein

fixed the time and place of the public hearing to be held with respect to the creation of the said Special Service Area and the levy of taxes therein; and

WHEREAS, notice of such public hearing to be held on December 6, 2022 (the "Notice") was duly given by publication in the Daily Herald, the same being a newspaper published and of general circulation within the Village, and notice by mailing was duly given by depositing the Notice in the United States mails addressed to the owner or owners of land lying within such area and to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the such area (except to those of such owners and persons who waived such Notice in writing have filed such waivers with the Village Clerk prior to the said hearing), which Notice was mailed not less than ten (10) days prior to the time set for the Hearing. In the event that the taxes for the last preceding year were not paid, the Notice was sent to the person last listed on the tax rolls prior to that year as the owner of said property; and

WHEREAS, a public hearing has heretofore been held on December 6, 2022 at 7:00 P.M., Chicago time, at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois (the "Hearing"), to consider (1) the establishment of the Special Service Area in the territory described in Section Two hereof, (2) the necessity of providing the Services described in the Notice, (3) the levy of a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Special Service Area to pay the annual cost of providing the Ordinary Services described in the Notice, and (4) the issuance of the Bonds described in the Notice; and the Hearing was finally adjourned at 7:05 P.M. on December 6, 2022; and

WHEREAS, more than 60 days have elapsed since the adoption of Ordinance 2022-87, the SSA Proposing Ordinance, and either (i) more than 60 days have elapsed following the final adjournment of the Hearing and no petition signed by any of the electors residing within the Area or by any of the owners of record of the land included within the boundaries of the Area has been filed with the Village Clerk of the Village of Bartlett objecting to the creation of the Special Service Area, the levy or imposition of a tax or the issuance of bonds for the provision of special services to the Special Service Area, or to a proposed increase in the tax rate; or (ii) the owners of record of all the land included within the boundaries of the Special Service Area as of the date of this Ordinance has or have filed with the Village Clerk his, her, their or its waiver of objection to the creation of the Special Service Area, the levy or imposition of a tax or the issuance of bonds for the provision of Services to the Special Service Area as determined by the Corporate Authorities of the Village in its sole discretion, including Ordinary Services and Extraordinary Services, or either Ordinary Services or Extraordinary Services, or to the proposed increase in the tax rate;

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

SECTION ONE: That the preambles of this Ordinance are hereby incorporated into this text as if set out herein in full.

SECTION TWO: That the Townhomes at the Grasslands Special Service Area Number Two for the property is legally described as follows:

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID NORTHERLY RIGHT OF

WAY LINE BEING DESCRIBED PER DOCUMENT NUMBER 414744 AND LYING WEST OF THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 59, EXCEPTING THEREFROM:

TRACT 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OR SAID NORTHEAST 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 62.5 FEET FOR A PLACE OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 400.0 FEET; THENCE SOUTH 4 DEGREES 24 MINUTES WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 57 MINUTES WEST, 89.5 FEET; THENCE SOUTH 11 DEGREES 28 MINUTES WEST, 86.5 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES WEST, 100.0 FEET; THENCE SOUTH 18 DEGREES 9 MINUTES WEST 80.0 FEET; THENCE SOUTH 19 DEGREES 42 MINUTES WEST, 92.8 FEET; THENCE SOUTH 22 DEGREES 20 MINUTES WEST, 89.5 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES WEST, 92.8 FEET; THENCE SOUTH 32 DEGREES 33 MINUTES WEST, 62.5 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES WEST, 272.4 FEET; THENCE SOUTH 68 DEGREES 9 MINUTES EAST, 398.9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY (ROUTE 59); THENCE NORTH 26 DEGREES 19 MINUTES EAST, 357.5 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 2171.68 FEET, FOR A DISTANCE OF 942.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 13 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

THAT PART TAKEN FOR NAPERVILLE ROAD.

and further identified as parts of PINS: 06-33-101-001-0000
06-33-200-001-0000
06-33-201-014-0000

(the "Area") which property lies within the corporate limits of the Village of Bartlett, Illinois, was rezoned by Ordinance 2021-69, and to be subdivided and is ALSO DESCRIBED AS FOR FUTURE SUBDIVISION PURPOSES upon recording of the Final Plat of Subdivision approved by Ordinance 2022-95, "An Ordinance Approving a Final Subdivision/PUD Plat and final PUD Plan for Grasslands Subdivision Phase 2 (Townhomes at Grasslands, as follows:

LOTS 202 THROUGH 228 INCLUSIVE OF THE TOWNHOMES AT THE GRASSLANDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED _____, 2022 AS DOCUMENT NO. _____;

(alternatively referred to as the "Area", the "Territory", or the "Special Service Area") is hereby established.

SECTION THREE: That there may be levied in such years as the corporate authorities may hereafter determine to be appropriate, a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Special Service Area above described to pay the annual cost of providing the Ordinary Services for such Special Service Area after a determination by the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") in its sole and absolute discretion that the Ordinary Services have not been adequately performed by the Responsible Parties, or any of them.

SECTION FOUR: That there may be issued hereafter bonds in such amounts as the Corporate Authorities may hereafter determine to be appropriate, to pay the cost of cleaning and dredging the storm water detention and retention ponds and basins, lakes, drainage swales and/or replacing ditches and storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and restoring wetland areas and/or naturalized detention basins and retention ponds areas which will serve the Special Service Area (the "Extraordinary Services") in the amount of \$333,140, adjusted for increases or decreases in the cost of construction from January 1, 2022 based on changes in the construction cost index published monthly in the Engineering News Record, or, if that index ceases to be published, based on such other published construction cost index as is then generally recognized, or, if no such generally recognized construction cost index is then published, based on changes in the Consumer Price Index published by the U.S. Department of Labor, or, if that index ceases to be published, the amount of the bonds that may be issued shall be increased at the rate of

4% per annum from January 1, 2022. In no event shall the amount of such bonds exceed \$1,332,560. Such bonds shall only be issued in the event that (1) the Corporate Authorities determine, in its sole and absolute discretion, that the Extraordinary Services are necessary to be performed; and (2) (i) D. R. Horton, Inc. – Midwest, a California corporation; (ii) Forestar USA Real Estate Group, Inc., a Delaware corporation; (iii) other developer of the Townhomes at the Grasslands Subdivision (the “Developer”), or (iv) (a) by the THOA, (b) its successors and assigns, whether a limited liability company or an Illinois not-for-profit corporation, or (c) another master homeowner’s association with the Area as defined in its original or amended Declaration approved by the Village included in its definition of Development Area, and subject to all of the terms and conditions thereof, have failed to perform the Extraordinary Services within ninety (90) days after having been served with a written demand to complete the Extraordinary Services without regard to whether the Responsible Parties, or any of them, is or are legally obligated to perform the Extraordinary Services. Notice shall be sufficient if mailed by certified mail, return receipt requested, or delivered by overnight courier to the address of the registered agent or address then on file for the entity with the office of the Secretary of State of the state in which the applicable entity is incorporated or organized, and the obligation to provide said notice shall be waived as to any party that is legally dissolved. Such bonds, if issued, shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest thereon, said tax to be levied upon all the taxable property within the Special Service Area for said period of not to exceed 20 years and to be unlimited as to rate or amount and in addition to all other taxes permitted by law.

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

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

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

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

Adopted December 6, 2022

AYES:
NAYS:
ABSENT:

Approved December 6, 2022

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022 - _____, adopted on December 6, 2022, and approved on December 6, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
22-113

DATE: November 17, 2022
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, Interim PDS Director *KS*
RE: **(#22-14) 309 Oakbrook Ct**

PETITIONER

Brian Petersen

SUBJECT SITE

309 Oakbrook Ct.

REQUEST

Variation – Rear Yard

According to the Zoning Ordinance, a super majority vote by the Village Board (i.e. five trustees or the Village President and four trustees) is required to grant a variation that would permit a required yard to be reduced by more than 20%.

ZONING HISTORY

The property was a part of the original incorporation of the Village of Bartlett and was zoned farming on the 1941 Zoning Map. The property was later zoned R-1 Single Family Residence District. The property was rezoned to the SR-3 Suburban Residence District as a part of the 1978 comprehensive rezoning of the village. The property is located within the Oak Grove Subdivision which was recorded in 1979.

DISCUSSION

1. The subject property is zoned SR-3 (Suburban Residence Single Family).
2. The petitioner is requesting a 12.19-foot variation from the 35-foot required rear yard to allow for the construction of a room addition. *This represents a 35% reduction in the required rear yard and exceeds the maximum 20% variation.*

3. The petitioner is proposing to build a 16-foot by 18-foot three-season room onto the rear of the house. The proposed addition would be located 22.81 feet from the rear property line and will architecturally match the existing house.
4. There is currently a patio and a nonconforming three-season room at the rear of the home that will be removed. A permit was issued for the patio, however, there is no record of a permit for the three season room. The existing three-season room is set back 29 feet from the rear property line.
5. With the proposed addition, the property would be at 38% impervious surface coverage which is below the 40% impervious surface limit.
6. If the variation is approved the permit to construct the addition could be issued.

RECOMMENDATION

1. The **Planning & Zoning Commission** reviewed the Petitioner's variation requests, conducted the public hearing and recommended **approval** at their November 3, 2022 meeting based upon the following Findings of Fact:
 - A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
 - B. That conditions upon which the petition for variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
 - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
 - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
 - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
 - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
 - G. That the granting of the variance requested will not confer on the

ORDINANCE 2022 - _____

AN ORDINANCE GRANTING A 12.19-FOOT VARIATION FROM THE 35-FOOT REQUIRED REAR YARD TO ALLOW THE CONSTRUCTION OF A ROOM ADDITION FOR 309 OAKBROOK COURT

WHEREAS, Brian Peterson (the "Owner") is the owner of 309 Oakbrook Court, Bartlett, Illinois, zoned SR-3 (Suburban Residence – Single Family), legally described in Section Two of this Ordinance, and referred to herein as the "Subject Property"; and

WHEREAS, The Owner has filed a petition (the "Petition") for a 12.19-foot variation from the 35-foot required rear yard to allow the construction of a room addition (the "Variation") on the Subject Property; and

WHEREAS, a public hearing has heretofore been held by the Bartlett Planning & Zoning Commission (the "Commission") on November 3, 2022 pursuant to public notice as required by law, with respect to the Petition (Case #22-14) for the Variation at 309 Oakbrook Court in the SR-3 (Suburban Residence – Single Family) Zoning District;

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

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

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

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

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

regulations were carried out.

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

SECTION TWO: The 12.19-foot variation from the 35-foot required rear yard to allow the construction of a room addition in the SR-3 (Suburban Residence – Single Family) Zoning District, is hereby granted for 309 Oakbrook Court, Bartlett, Illinois, legally described as:

LOT 107 IN OAK GROVE OF BARTLETT UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE SOUTH $\frac{1}{2}$ OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1979, AS DOCUMENT 24873605, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 06-34-304-014

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

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: this 6th day of December 2022

APPROVED: this 6th day of December 2022

Kevin Wallace, Village President

ATTEST:

Lorna Gilless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022-_____, enacted on December 6, 2022 and approved on December 6, 2022 as the same appears in the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**Village of Bartlett
Finance Department Memo
2022 - 21**

DATE: November 28, 2022
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: 2022 Property Tax Levy Ordinance

Attached is the 2022 property tax levy ordinance. The total levy is \$11,619,537, a 1.47% decrease from the 2021 property tax extension. A Truth In Taxation Public Hearing for the 2022 levy was held on October 18, 2022. A summary of the 2022 levy is included below:

Proposed Levy Compared to Prior Year's Extension				
	2022			
	Proposed	2021	Increase	Percent
	Levy	Extension	(Decrease)	Change
General Corporate	6,519,094	6,596,890	(77,796)	-1.18%
Police Pension	2,203,621	2,229,303	(25,682)	-1.15%
Subtotal	8,722,715	8,826,193	(103,478)	-1.17%
Debt Service	2,896,822	2,966,841	(70,019)	-2.36%
TOTAL	11,619,537	11,793,034	(173,497)	-1.47%

MOTION: To approve Ordinance 2022- _____, An Ordinance for the Levy and Assessment of Taxes for the General Corporate and Other Purposes of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, for the Fiscal Year Beginning May 1, 2022 and ending April 30, 2023.

**ORDINANCE 2022-
ANNUAL TAX LEVY ORDINANCE**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE
GENERAL CORPORATE AND OTHER PURPOSES OF THE VILLAGE OF
BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS, FOR THE FISCAL
YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023.**

WHEREAS, the Village of Bartlett is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution"); and

WHEREAS, the President and Board of Trustees of the Village of Bartlett have heretofore on April 5, 2022, passed, adopted, and approved the Annual Budget for the Village of Bartlett for the fiscal year beginning May 1, 2022 and ending April 30, 2023 ("the current fiscal year") after a public hearing held pursuant to the notice and other requirements of Section 8-2-9.1 through 8-2-9.9 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1 through 8-2-9.9).

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

SECTION ONE: That the total amount of budgeted funds for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of Eleven Million, Six Hundred Nineteen Thousand, Five Hundred Thirty-Seven (\$11,619,537).

SECTION TWO: That the sum of Eleven Million, Six Hundred Nineteen Thousand, Five Hundred Thirty-Seven (\$11,619,537), being the total of the budgeted funds which are to be collected from the tax levy for the current fiscal year of the Village of Bartlett for the corporate purposes of the Village of Bartlett and also for the purpose of providing for a Corporate Fund, Debt Service Fund, and a Police Pension Fund, as budgeted for the current fiscal year by the Annual Budget of the Village of Bartlett for the fiscal year ending April 30, 2023, approved by the corporate authorities of the Village of Bartlett at the legally convened meeting of April 5, 2022, be, and is hereby levied upon all of the property subject to taxation for the current year, the specific amounts as levied for the various funds heretofore named being included herein by being placed in separate columns under the heading "To Be Raised by Tax Levy", which appears over the same, the tax so levied being for the current fiscal year of said Village beginning May 1, 2022 and ending April 30, 2023, and for the said budget to be collected from said tax levy, the total of which has been ascertained as aforesaid, and being as follows, to wit:

	Budget Amount	Estimated Receipts from Sources Other than Tax Levy	To Be Raised by Tax Levy
General Fund			
Office of Village Board	2,261,076	1,498,146	762,930
Professional Services	610,250	404,340	205,910
Liability Insurance	750,000	370,404	379,596
Finance Department	1,221,637	685,773	535,864
Planning & Development	2,188,562	2,188,562	0
Police Department	13,426,671	10,255,387	3,171,284
Streets Department	5,421,730	3,958,220	1,463,510
Total General Fund	25,879,926	19,360,832	6,519,094
Total Budget for Corporate Fund	25,879,926		
Less Estimated Revenues from Sources Other than Taxation		19,360,832	
Total Amount to be Raised by Tax Levy for Corporate Fund			6,519,094
Debt Service Fund			
2016 GO Bonds	765,775	0	765,775
2017 GO Bonds	315,400	69,084	246,316
2019 GO Bonds	1,542,400	557,150	985,250
2021A GO Bonds	1,129,900	1,129,900	0
2021B GO Bonds	532,808	0	532,808
2022A GO Bonds	366,673	0	366,673
Total Debt Service Fund	4,652,956	1,756,134	2,896,822
Police Pension Fund			
Current Pensions & Expenses	3,487,530		
Total Police Pension Fund	3,487,530	1,283,909	2,203,621
Total Budget for Police Pension Fund	3,487,530		
Less Estimated Revenues from Sources Other than Taxation		1,283,909	
Total Amount to be Raised by Tax Levy for Police Pension Fund			2,203,621
Summary of All Levied Funds			
General Corporate Fund	25,879,926	19,360,832	6,519,094
Debt Service Fund	4,652,956	1,756,134	2,896,822
Police Pension Fund	3,487,530	1,283,909	2,203,621
Total All Levied Funds	34,020,412	22,400,875	11,619,537
Total Budget for All Levied Funds	34,020,412		
Less Estimated Revenues from Sources Other than Taxation		22,400,875	
Total Amount to be Raised by Tax Levy for All Levied Funds			11,619,537

SECTION THREE: That the total amount of Eleven Million, Six Hundred Nineteen Thousand, Five Hundred Thirty-Seven (\$11,619,537) ascertained above, be, and the same is hereby levied and assessed on all property subject to taxation within the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, according to the value of said property as assessed and equalized for State and County purposes for the current year.

SECTION FOUR: This levy ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code provided, however, any tax rate limitation or any other substantive limitations as to tax levies in the Illinois Municipal Code in conflict with this ordinance shall not be applicable to this ordinance pursuant to Section 6 of Article VII of the Constitution of the State of Illinois.

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

SECTION SIX: That there is hereby certified to the County Clerks of Cook, DuPage, and Kane Counties, Illinois, the several sums aforesaid constituting said total amount of Eleven Million, Six Hundred Nineteen Thousand, Five Hundred Thirty-Seven (\$11,619,537) which said total amount the Village of Bartlett requires to be raised by taxation for the current fiscal year of the Village, and the Village Clerk is hereby ordered and directed to file with the County Clerks of Cook, DuPage, and Kane Counties, Illinois, on or before the time required by law, a certified copy of this Tax Levy Ordinance.

SECTION SEVEN: That this Ordinance shall take effect and be in full force immediately upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 6, 2022

APPROVED: December 6, 2022

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022- enacted on December 6, 2022, approved on December 6, 2022 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

CERTIFICATE OF COMPLIANCE WITH TRUTH IN TAXATION LAW

I, Kevin Wallace, Village President and presiding officer of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, do hereby certify that the Village of Bartlett has fully and completely complied with the provisions of Sections 18-60 through 18-85 of the Truth in Taxation Law (35 ILCS 200/18-60 through 18-85) in the adoption of the attached Village of Bartlett tax levy ordinance entitled "Annual Tax Levy Ordinance", Ordinance No. 2022- .

Kevin Wallace, Village President

Village of Bartlett
Finance Department Memo
2022 - 20

DATE: November 28, 2022

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: GO Bond Abatements

The final process for the 2022 tax levy is to calculate tax levy abatements for the 2017, 2019, and 2021A GO bonds. Total gross debt service for all outstanding general obligation bonds equals \$4,652,956. Abatements proposed equal \$1,756,134. Therefore, the net debt service equals \$2,896,822. The following represents the detail for the three proposed abatements:

The first abatement being proposed is in the amount of \$69,084. The 2017 bond issue estimates a payment in the amount of \$39,204 for the Fire District's share of the bonds attributable to the portion of the District outside of the Village. Also, the amount of \$29,880 is to be transferred from the Brewster Creek TIF Municipal fund to the Debt Service fund to pay for its portion of the bonds.

The second abatement is for the 2019 refunding bonds. The total debt service due for these bonds is \$1,542,400, with \$557,150 of this being for the sewer portion. Since the sewer portion is being funded out of the Sewer Fund, the \$557,150 is being abated.

The third abatement is for the 2021A general obligation bonds. The total debt service due for these bonds is \$1,129,900. Since these bonds are being funded out of the Water Fund, the entire \$1,129,900 is being abated.

Motion: I move to approve abatement ordinance 2022 - _____ an ordinance abating a portion of taxes heretofore levied for the year 2022 to pay debt service on: General Obligation Refunding Bonds Series 2017; General Obligation Refunding Bonds Series 2019; and General Obligation Bonds Series 2021A of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

ORDINANCE 2022-

AN ORDINANCE abating a portion of taxes heretofore levied for the year 2022 to pay debt service on: General Obligation Refunding Bonds Series 2017; General Obligation Refunding Bonds Series 2019; and General Obligation Bonds Series 2021A of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

WHEREAS, the Board of Trustees (the "Board") of the Village of Bartlett, an Illinois municipal corporation of DuPage, Cook and Kane Counties, Illinois (the "Village") heretofore adopted Ordinance 2017-78:

AN ORDINANCE providing for the issuance of not to exceed \$2,950,000 General Obligation Refunding Bonds, Series 2017, of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and for the levy and collection of direct annual tax for the payment of and interest on said bonds

("Ordinance 2017-78"); and

WHEREAS, Ordinance 2017-78 did provide for the issuance of not to exceed \$2,950,000 General Obligation Bonds, hereinafter referred to as the "Bartlett Series 2017 GO Refunding Bonds" and for the levy of a direct annual tax sufficient to pay the principal and interest on the Bartlett Series 2017 GO Refunding Bonds; and

WHEREAS, Section 12 of said Ordinance 2017-78 directed the County Clerks of DuPage, Cook and Kane Counties to levy for the year 2022 a tax sufficient to produce the dollar sum of \$359,000 for principal and interest to and including December 1, 2023 on the Bartlett Series 2017 GO Refunding Bonds; and

WHEREAS, the Board has determined that there will be on hand in the Village funds from other lawful sources available to pay the amount of \$69,084 toward debt service on the Bartlett Series 2017 GO Refunding Bonds, which after prior abatement by the Direction for the Abatement of Taxes for the 2022 Levy of \$43,600 of the \$359,000 tax levied for 2022 in Ordinance 2017-78, left a tax to be extended sufficient to produce the sum of \$315,400 for the 2022 levy with respect to the Bartlett Series 2017 GO Refunding Bonds; and

WHEREAS, on July 21, 2017, the Village caused to be filed with the County Clerk of the County of DuPage, Illinois and with the County Clerk of the County of Kane, Illinois a certain Direction for Abatement of Taxes, and on December 20, 2017, the Village caused to be filed with the County Clerk of the County of Cook, Illinois that same Direction for Abatement of Taxes (the "Direction for the Abatement of Taxes for Ordinance 2017-78"), signed by the designated officers of the Village pursuant to Ordinance 2017-78, confirming the sale of the Series 2017 GO Refunding Bonds, and abating a portion of the taxes levied for various years under Ordinance 2017-78;

WHEREAS, the Board of Trustees (the "Board") of the Village of Bartlett, an Illinois municipal corporation of DuPage, Cook and Kane Counties, Illinois (the "Village") heretofore adopted Ordinance 2019-87:

AN ORDINANCE providing for the issuance of not to exceed \$15,000,000 General Obligation Refunding Bonds, Series 2019, of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and for the levy and collection of direct annual tax for the payment of and interest on said bonds

("Ordinance 2019-87"); and

WHEREAS, Ordinance 2019-87 did provide for the issuance of not to exceed \$15,000,000 General Obligation Bonds, hereinafter referred to as the "Bartlett Series 2019 GO Refunding Bonds" and for the levy of a direct annual tax sufficient to pay the principal and interest on the Bartlett Series 2019 GO Refunding Bonds; and

WHEREAS, Section 10 of said Ordinance 2019-87 directed the County Clerks of DuPage, Cook and Kane Counties to levy for the year 2022 a tax sufficient to produce the dollar sum of \$1,915,000 for principal and interest to and including December 1, 2023 on the Bartlett Series 2019 GO Refunding Bonds; and

WHEREAS, the Board has determined that there will be on hand in the Village funds from other lawful sources available to pay the amount of \$557,150 toward debt service on the Bartlett Series 2019 GO Refunding Bonds, which after prior abatement by the Direction for the Abatement of Taxes for the 2022 Levy of \$372,600 of the \$1,915,000 tax levied for 2022 in Ordinance 2019-87, left a tax to be extended sufficient to produce the sum of \$1,542,400 for the 2022 levy with respect to the Bartlett Series 2019 GO Refunding Bonds; and

WHEREAS, on December 5, 2019, the Village caused to be filed with the County Clerk of the County of DuPage, Illinois and with the County Clerk of the County of Kane, Illinois a certain Direction for Abatement of Taxes, and on December 26, 2019, the Village caused to be filed with the County Clerk of the County of Cook, Illinois that same Direction for Abatement of Taxes (the "Direction for the Abatement of Taxes for Ordinance 2019-87"), signed by the designated officers of the Village pursuant to Ordinance 2019-87, confirming the sale of the Series 2019 GO Refunding Bonds, and abating a portion of the taxes levied for various years under Ordinance 2019-87;

WHEREAS, the Board of Trustees (the "Board") of the Village of Bartlett, an Illinois municipal corporation of DuPage, Cook and Kane Counties, Illinois (the "Village") heretofore adopted Ordinance 2020-125:

AN ORDINANCE providing for the issuance of not to exceed \$18,800,000 General Obligation Bonds, Series 2021A, of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and for the levy and collection of direct annual tax for the payment of and interest on said bonds

("Ordinance 2020-125"); and

WHEREAS, Ordinance 2020-125 did provide for the issuance of not to exceed \$18,800,000 General Obligation Bonds, hereinafter referred to as the "Bartlett Series 2021A GO Bonds" and for the levy of a direct annual tax sufficient to pay the principal and interest on the Bartlett Series 2021A GO Bonds; and

WHEREAS, Section 10 of said Ordinance 2020-125 directed the County Clerks of DuPage, Cook and Kane Counties to levy for the year 2022 a tax sufficient to produce the dollar sum of \$1,700,000 for principal and interest to and including December 1, 2023 on the Bartlett Series 2021A GO Bonds; and

WHEREAS, the Board has determined that there will be on hand in the Village funds from other lawful sources available to pay the amount of \$1,129,900 toward debt service on the Bartlett Series 2021A GO Bonds, which after prior abatement by the Direction for the Abatement of Taxes for the 2022 Levy of \$570,100 of the \$1,700,000 tax levied for 2022 in Ordinance 2020-125, left a tax to be extended sufficient to produce the sum of \$1,129,900 for the 2022 levy with respect to the Bartlett Series 2021A GO Bonds; and

WHEREAS, on January 15, 2021, the Village caused to be filed with the County Clerk of the County of DuPage, Illinois and with the County Clerk of the County of Kane, Illinois a certain Direction for Abatement of Taxes, and on January 19, 2021, the Village caused to be filed with the County Clerk of the County of Cook, Illinois that same Direction for Abatement of Taxes (the "Direction for the Abatement of Taxes for Ordinance 2020-125"), signed by the designated officers of the Village pursuant to Ordinance 2020-125, confirming the sale of the Series 2021A GO Bonds, and abating a portion of the taxes levied for various years under Ordinance 2020-125;

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

SECTION ONE: Partial Abatement of Tax Levied Under Ordinance 2017-78. That \$69,084 of the tax heretofore levied for the year 2022 in Village of Bartlett Ordinance 2017-78 to pay principal and interest on the Bartlett Series 2017 GO Refunding Bonds, to the extent not previously abated by the Direction for Abatement of Taxes for Ordinance 2017-78 for the year 2022, shall be abated, thereby leaving \$246,316 of the tax levy for 2022 to be levied for principal and interest to and including December 1, 2023. Nothing contained herein shall be construed as abating the remaining \$246,316 of the \$315,400 tax levy for 2022 after prior abatement, or abating any portion of the tax levies set forth in Section 12 of Ordinance 2017-78 after adjustment for the prior abatements set forth in the Direction for the Abatement of Taxes for Ordinance 2017-78, for future years 2023 through 2026.

SECTION TWO: Partial Abatement of Tax Levied Under Ordinance 2019-87. That \$557,150 of the tax heretofore levied for the year 2022 in Village of Bartlett Ordinance 2019-87 to pay principal and interest on the Bartlett Series 2019 GO Refunding

Bonds, to the extent not previously abated by the Direction for Abatement of Taxes for Ordinance 2019-87 for the year 2022, shall be abated, thereby leaving \$985,250 of the tax levy for 2022 to be levied for principal and interest to and including December 1, 2023. Nothing contained herein shall be construed as abating the remaining \$985,250 of the \$1,542,400 tax levy for 2022 after prior abatement, or abating any portion of the tax levies set forth in Section 10 of Ordinance 2019-87 after adjustment for the prior abatements set forth in the Direction for the Abatement of Taxes for Ordinance 2019-87, for future years 2023 through 2039.

SECTION THREE: Full Abatement of Tax Levied Under Ordinance 2020-125.

That \$1,129,900 of the tax heretofore levied for the year 2022 in Village of Bartlett Ordinance 2020-125 to pay principal and interest on the Bartlett Series 2021A GO Bonds, to the extent not previously abated by the Direction for Abatement of Taxes for Ordinance 2020-125 for the year 2022, shall be abated, thereby leaving \$0 of the tax levy for 2022 to be levied for principal and interest to and including December 1, 2023. Nothing contained herein shall be construed as abating any portion of the tax levies set forth in Section 10 of Ordinance 2020-125 after adjustment for the prior abatements set forth in the Direction for the Abatement of Taxes for Ordinance 2020-125, for future years 2023 through 2039.

SECTION FOUR: Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy of this Ordinance with the respective County Clerks of DuPage, Cook and Kane Counties, and it shall be the duty of said County Clerks to abate the portion of taxes for the year 2022 in accordance with the provisions of Section One of this Ordinance.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 6, 2022

APPROVED: December 6, 2022

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

C E R T I F I C A T I O N

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022- enacted on December 6, 2022, approved on December 6, 2022 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Issuance of a not to exceed \$1,000,000 Taxable
Subordinate Lien Tax Increment Revenue Note Committee
or Board Board

BUDGET IMPACT

Amount:	\$1,000,000	Budgeted	\$1,000,000
List what fund	Brewster Creek TIF District Project Fund		

EXECUTIVE SUMMARY

In July of 2020, the TIF budget was increased by \$4,000,000 to enable Elmhurst Chicago Stone to complete the remaining undeveloped sites in both Cook and DuPage Counties by the close of the TIF district in December of 2022. A not to exceed \$3,000,000 Subordinate Lien Tax Increment Revenue Note (Series 2020) was issued to reimburse the developer for TIF eligible improvement costs. The additional note was not sufficient to complete the remaining Project work, due in large part to the unprecedented increases in material costs and excavation costs. The developer is requesting an additional tax increment revenue note in the amount of \$1,000,000. The note would be repaid solely by incremental real estate taxes generated within the redevelopment project area. Current projections show that there are sufficient taxes being generated to repay the current outstanding debt and the additional debt by the scheduled close of the TIF district.

ATTACHMENTS (PLEASE LIST)

Memo , Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move the passage of Ordinance 2022-_____, "An Ordinance of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, providing for the issuance of a not to exceed \$1,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2022 (Bartlett Quarry Redevelopment Project), and pledging certain incremental property tax revenues to the payment thereof."

Staff: Todd Dowden, Finance Director

Date: 11/28/2022

MEMORANDUM

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

FROM: Bryan E. Mraz, Village Attorney

DATE: November 14, 2022

RE: Elmhurst Chicago Stone Request for \$1,000,000 Tax
Increment Revenue Note, Series 2022

Elmhurst-Chicago Stone Company ("ECSC"), the owner of the remaining property in and the developer of various improvements in the Brewster Creek Business Park (the "Project") which is within the Bartlett Quarry Redevelopment Area, is seeking additional reimbursement for certain tax increment financing ("TIF")-eligible costs to be expended within the Project. The original redevelopment plan ("TIF Plan") for the Project was adopted in 1999 and called for investment and an original budget ("Original TIF Budget") of \$30,000,000. In 2016 the TIF Budget for the Bartlett Quarry Redevelopment Area was amended to increase the original TIF Budget for the cost of inflation plus 5% through 2016, which increased the TIF Budget from \$30,000,000 in 1999 dollars to \$44,000,000 in 2016 as allowed under the Tax Increment Allocation Redevelopment Act (the "TIF Act"). An \$11,500,000 tax increment revenue note was then issued in 2016 (the "2016 Revenue Note") to pay for additional Project improvements, including site grading and improvements that enabled the McKessen development in Cook County, and additional site grading and improvements.

In 2020, the President and Board of Trustees passed Ordinance 2020-62, "An Ordinance Approving Second Amended Estimated Redevelopment Project Costs in the Bartlett Quarry Redevelopment Plan" that approved a 2020 revised Budget for the Bartlett Quarry Redevelopment Project Area with total estimated project costs of \$48,000,000.

A \$3,000,000 tax increment revenue note was then issued in 2020 (the "2020 Revenue Note") to pay for additional project improvements, including to remove the concrete batch plant along Munger Road, site grading on that site in DuPage County, and to get other undeveloped sites in Cook County in pad ready condition for development. The monies borrowed by ECSC based on pledges of the 2016 Revenue Note and the 2020 Revenue Note to its private lender were not sufficient to complete the remaining Project work, due in large part to the unprecedented increases in material costs and excavation costs.

ECSC estimates that the additional costs to install the final road surface course, additional site grading, and improvements/repairs to the existing detention basins, retention ponds and stormwater management system improvements that serve the Brewster Creek Business Park and anticipated final punch list items to be approximately \$1,000,000 (the "Final Project Work").

Because the 2020 Revised Budget and estimated project costs were increased by \$4,000,000 over the 2016 Revised Budget for the Bartlett Quarry Redevelopment Project, and because the 2020 Revenue Note was only \$3,000,000, no further amendment to the Bartlett Quarry Redevelopment Plan Budget is required to accommodate ECSC's request for an additional \$1,000,000 tax increment revenue note. The Village Finance Director has confirmed that based on the outstanding refunding bonds, revenue notes issued, and reserves on hand, that there is sufficient excess capacity to provide for the issuance of a not to exceed the \$1,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2022 (Bartlett Quarry Redevelopment Project) and pledging certain incremental property tax revenue to the payment thereof.

The request from ECSC for an additional tax increment revenue note is in the amount of \$1,000,000. As the TIF-eligible work is completed and approved by the Village, ECSC will be issued a tax increment revenue note that will bear interest at 7.0% (the "Note"). The Note will be repaid from the Developer's 87½% of the incremental real estate taxes that will be generated by the Bartlett Quarry Redevelopment Area and will be subordinate to (i) the senior lien tax revenue bonds issued in 2007; (ii) the senior lien tax increment revenue bonds issued in 2016 (together (i) and (ii), the "Prior Bonds"), of which a total of \$9,345,000 currently remains outstanding; (iii) the 2016 subordinate lien tax increment revenue note, and (iv) the 2020 subordinate lien tax increment revenue note (together (iii) and (iv), the "Prior Revenue Notes"), of which \$5,314,000 currently remains outstanding (together (i), (ii), (iii) and (iv), the "Prior Obligations").

Just like the previously issued Prior Obligations, the \$1,000,000 Tax Increment Revenue Note (Series 2022) (the "Series 2022 Note") is not, and will not be, a general obligation of the Village and does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision or limitation. The holder of the Series 2022 Note will be secured solely by incremental real estate taxes generated within the Bartlett Quarry Redevelopment Area. To the extent the incremental real estate taxes are insufficient to retire the Series 2022 Note in full by the end date of the Bartlett Quarry Redevelopment Area, the Village's obligation shall cease without any obligation to repay any remaining balance on the Series 2022 Note. The developer, ECSC, intends to front fund for the cost of the final improvements and get reimbursed over time from available incremental revenues. To front fund these costs, the developer will assign or pledge the Series 2022 Note to a bank (as it did with the 2016 Note and the 2020 Note) as collateral to get a loan, or modify an existing loan, and use the proceeds of that loan to pay for the remaining TIF eligible work.

The life of the Bartlett Quarry Redevelopment Area, which currently ends in December 2022, is not being extended.

Accordingly, attached for the Board's consideration and vote is:

"AN ORDINANCE of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, providing for the issuance of a not to exceed \$1,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2022 (Bartlett Quarry Redevelopment Project), and pledging certain incremental property tax revenues to the payment thereof."

Other than amounts and dates, it is nearly identical to the Ordinance passed by the Village that provided for the \$3,000,000 2020 Revenue Note.

AN ORDINANCE of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, providing for the issuance of a not to exceed \$1,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2022 (Bartlett Quarry Redevelopment Project), and pledging certain incremental property tax revenues to the payment thereof.

WHEREAS, by proceedings spread in full upon the records of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Village*"), pursuant to the provisions of the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the "*TIF Act*") by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended and as further supplemented and, where necessary, superseded, by Section 6 of Article VII of the 1970 Constitution of the State of Illinois (collectively, the "*Act*"), the President and Board of Trustees of the Village (the "*Corporate Authorities*") have heretofore proceeded, and do hereby determine, as follows:

A. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-67, approving a redevelopment plan (the "*Redevelopment Plan*") and redevelopment project (the "*Redevelopment Project*") under the TIF Act with respect to the redevelopment project area described in Exhibit A to said ordinance, being known as the Bartlett Quarry Redevelopment Project Area (the "*Redevelopment Project Area*").

B. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-68, designating the Redevelopment Project Area a redevelopment project area under the TIF Act.

C. On July 6, 1999, the Corporate Authorities adopted Ordinance No. 99-69, adopting the tax increment financing provisions of the TIF Act and creating the "Bartlett Quarry Redevelopment Project Area Special Tax Allocation Fund" (the "*Special Tax Allocation Fund*") in connection therewith.

D. On December 21, 1999, the Corporate Authorities adopted Ordinance No. 99-143, authorizing the execution of that certain Redevelopment and Financing Agreement by and between the Village and Elmhurst-Chicago Stone Company (the "*Developer*") (the "*Redevelopment Agreement*"), pursuant to the home rule powers of the

Village and as authorized by the TIF Act. The terms and provisions of the Redevelopment Agreement are hereby incorporated herein by this reference.

E. On August 18, 2000, the Corporate Authorities adopted an ordinance providing for the issuance of not to exceed \$18,000,000 Taxable Junior Lien Tax Increment Revenue Variable Rate Demand Bonds, Series 2000 (Bartlett Quarry Redevelopment Project) (the “2000 Prior Bonds”), of the Village.

F. On the November 16, 2004, the Corporate Authorities adopted Ordinance No. 2004-165, providing for the issuance of a \$5,000,000 Subordinate Lien Tax Increment Revenue Note, Series 2004 (Bartlett Quarry Redevelopment Project) (the “2004 Prior Note”). On April 18, 2006, the Corporate Authorities adopted Ordinance No. 2006-40, providing for the issuance of a not to exceed \$2,000,000 Subordinate Lien Tax Increment Revenue Note, Series 2006 (Bartlett Quarry Redevelopment Project) (the “2006 Prior Note”). The 2004 Prior Note and the 2006 Prior Note were previously paid in full by the Village and are no longer outstanding.

G. Pursuant to Ordinance No. 2007-70, adopted on July 17, 2007, the Village has executed that certain Amended and Restated Indenture of Trust dated as of August 1, 2007, by and between the Village and Wells Fargo Bank, National Association, Chicago, Illinois, as trustee (the “*Original Indenture*”), and has issued its \$26,000,000 Senior Lien Tax Increment Revenue Refunding Bonds, Series 2007 (Bartlett Quarry Redevelopment Project) (the “*Series 2007 Senior Lien Bonds*”). On November 30, 2007, the Corporate Authorities adopted Ordinance No. 2007-111, providing for the issuance of a \$11,500,000 Subordinate Lien Tax Increment Revenue Note, Series 2007 (Bartlett Quarry Redevelopment Project) (the “*2007 Prior Note*”).

H. Pursuant to Ordinance No. 2016-73, adopted on September 6, 2016, the Village has executed that certain First Supplemental Indenture of Trust dated as of September 1, 2016, by and between the Village and Wells Fargo Bank, National Association, Chicago, Illinois, as trustee (the “*First Supplemental Indenture*” and, together with the Original Indenture, the “*Indenture*”), and has issued its \$9,200,000 Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project) (the “*Series 2016 Senior Lien Bonds*”). On September 6, 2016, the Corporate Authorities adopted Ordinance No. 2016-74, providing for the issuance of a \$11,500,000 Subordinate Lien Tax Increment Revenue Note, Series 2016 (Bartlett Quarry Redevelopment Project) (the “*2016 Prior Note*”).

I. On September 1, 2020, the Corporate Authorities adopted Ordinance No. 2020-81, providing for the issuance of a \$3,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2020 (Bartlett Quarry Redevelopment Project) (the “*2020 Prior Note*” and, together with the Series 2007 Senior Lien Bonds and the Series 2016 Senior Lien Bonds and the 2016 Prior Note, the “*Prior Obligations*”).

J. Pursuant to the Indenture, the Village issued the Prior Obligations to pay or to reimburse certain Redevelopment Project costs related to the Redevelopment Project

Area. The Prior Obligations are the only obligations of the Village now outstanding which are secured, in whole or in part, by any moneys on deposit in the Special Tax Allocation Fund or the Limited Incremental Sales Tax Fund and held under the Indenture.

K. The original TIF budget was adopted in 1999 and called for investment of approximately \$30,000,000 (the "*Total Estimated Project Costs*"), an amount that now is insufficient to pay for costs that have increased over time with inflation. Under the TIF Act, the Village may increase the budget by the cost of inflation, plus an additional 5%, from the date the Redevelopment Plan and Project was adopted, may be made without further public hearing or presentation to the joint review board provided the Village shall (1) give notice of such changes to each affected taxing district and registrant on the interested parties registry; and (2) by publication in a newspaper of general circulation within the affected taxing district within ten (10) days following the adoption by ordinance of such changes.

L. On August 16, 2016, the Corporate Authorities adopted Ordinance No. 2016-62, which amended the Total Estimated Project Costs for the Redevelopment Plan and Project from \$30,000,000, set forth in the Redevelopment Plan approved in 1999 by the adoption of Ordinance No. 99-67, to total estimated Project costs of \$44,000,000, as approved by Ordinance No. 2016-62 (the "*2016 First Amended Estimated Project Costs*").

M. On July 21, 2020, the Corporate Authorities adopted Ordinance No. 2020-62, which amended the 2016 First Amended Estimated Project Costs for the Redevelopment Plan and Project from \$44,000,000, to total estimated Project costs of \$48,000,000, as approved by Ordinance No. 2020-62 (the "*2020 Second Amended Estimated Project Costs Budget*"). The budget is increased to \$48,000,000 pursuant to the TIF Act and the Village, notice to the appropriate taxing bodies.

N. Pursuant to the Redevelopment Agreement the Developer has agreed to undertake a Redevelopment Project in and for the Redevelopment Project Area, including, but not limited to, site preparation and remediation, together with financing costs, legal, professional and administrative costs, and other expenses, all as provided for and specified in the Redevelopment Agreement (the "*Project*").

O. As provided in the Redevelopment Agreement, the Corporate Authorities have heretofore and it hereby is determined that it is advisable, necessary and in the best interests of the Village, its residents and the taxing districts affected by the Redevelopment Plan and Project that a portion of the costs of the Project, being those costs that are eligible for payment or reimbursement by the Village as approved in the Redevelopment Plan and as authorized by the TIF Act, together with all appurtenances, land or interests in land, professional, financial, engineering, legal, financial, banking, advisory and other related costs (said portion of the redevelopment project costs contemplated for the Redevelopment Project being, collectively, the "*2020 Redevelopment Project*"), now be paid or incurred.

P. Pursuant to the Redevelopment Agreement the Village has heretofore and it is hereby expressly agreed that the Village shall reimburse Developer for only those costs of the Project which constitute eligible “redevelopment project costs” under the TIF Act and which have heretofore been approved by the Corporate Authorities in the Redevelopment Plan.

Q. All of the costs of the Project constitute eligible “redevelopment project costs” under the TIF Act and have been approved in the Redevelopment Plan.

R. There are insufficient funds of the Village on hand and lawfully available to pay the Project costs, and it is necessary and desirable that the Village issue its subordinate lien tax increment allocation revenue note (the hereinafter defined “*Note*”) as authorized by the hereinafter defined Act to provide for the payment or the reimbursement of the Project costs.

NOW, THEREFORE, Be It and It Hereby is Ordained by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

Section 1. Definitions. The following words and terms used in this Ordinance shall have the following meanings unless the context or use indicates another or different meaning:

“*2022 Subordinate Note Subaccount*” means the subaccount of that name hereinafter created in the General Subaccount of the Special Tax Allocation Fund and held by the Village Treasurer as hereinafter provided.

“*Accounting*” means the annual accounting required under the Indenture and under this Ordinance.

“*Act*” means, collectively, the Illinois Municipal Code, as amended, including therein the TIF Act as supplemented and amended, and particularly as supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus Bond Acts, as amended, and as supplemented.

“*Bond Counsel*” means Ice Miller LLP or, in the event Ice Miller LLP is unwilling or unable to render an opinion or take an action required hereunder, shall mean another firm of attorneys nationally recognized as having expertise in municipal financing.

“*Business Day*” means any day other than a Saturday, Sunday or day on which banks in the City of Chicago, Illinois, are required or authorized to close.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Corporate Authorities*” means the President and Board of Trustees of the Village.

“*Counties*” means The Counties of Cook and of DuPage, Illinois.

“*County Clerks*” means the respective County Clerks of the Counties.

“*Current Interest*” means interest when due.

“*Deferred Accrued Interest*” means accrued interest recorded by the Note Registrar as deferred and unpaid.

“*Designated Officer*” means the President, Treasurer, Administrator or Clerk of the Village, or any two of them acting together, and successors or assigns.

“*Developer*” is defined in the preambles hereto.

“*Final Maturity*” is defined in Section 3 of this Ordinance.

“*Final Report*” means the final report prepared by the Village's independent financial consultant confirming that the Pledged Moneys are reasonably estimated to be sufficient to pay all principal of and interest on the Note in the maximum principal amount of \$1,000,000, plus interest at a rate percent per annum which is equal to seven percent (7.00%), whether at Stated Maturity, by mandatory redemption or otherwise.

“*Government Securities*” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of the United States of America and all securities or obligations, the prompt payment of principal and interest of which is guaranteed by a pledge of the full faith and credit of the United States of America.

“*Incremental Property Taxes*” means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Redevelopment Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the Total Initial Equalized Assessed Value of each such piece of property, all as determined by the County Clerks, in accord with Section 11-74.4-9 of the TIF Act.

“*Incremental Sales Taxes*” means the increase, if any, in distributions by the State from the Local Government Distributive Fund to the Village of Sales Taxes levied in the Redevelopment Project Area over and above the amount, if any, of such distributions in calendar year 2000, or successor taxes thereto.

“*Independent*” when used with respect to any specified person means such person who is in fact independent and is not connected with the Village as an officer, employee, underwriter, or person performing a similar function. Whenever it is herein provided that the opinion or report of any Independent person shall be furnished, such person shall be appointed by the Village, and such opinion or report shall state that the signer has read this definition and that the signer is Independent within the meaning hereof.

“*Indenture*” is defined in the preambles hereto.

“*Interest Payment Date*” means a Stated Maturity of interest on the Note.

“*Interest Requirement*” means for any Note Year the aggregate amount of *first*, Deferred Accrued Interest then due, and *next*, the Current Interest on the Note having a Stated Maturity during such Note Year.

“*Limited Incremental Property Taxes*” means eighty-seven and one-half percent (87.50%) of each distribution of Incremental Property Taxes.

“*Municipal Portion*” means, collectively, that portion of the Incremental Property Taxes and that portion of the Incremental Sales Taxes not pledged under the Indenture to the payment of principal of and applicable premium and interest on the Prior Bonds, *to-wit*: twelve and one-half percent (12.50%) of each distribution of Incremental Property Taxes and fifty percent (50%) of each distribution of Incremental Sales Taxes.

“*Note*” means the not to exceed \$1,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2022 (Bartlett Quarry Redevelopment Project), authorized under this Ordinance.

“*Noteholder*” means a registered owner of the Note.

“*Note Fund*” means the 2022 Subordinate Note Subaccount created hereunder in the General Subaccount of the Special Tax Allocation Fund.

“*Note Register*” means the book for the registration and transfer of the Note.

“*Note Registrar*” means the Village Treasurer, as paying agent and note registrar hereunder, and successors and assigns.

“*Note Year*” means that twelve-calendar month period beginning on December 30 of any calendar year and ending on December 29 of the next succeeding calendar year.

“*Ordinance*” means this ordinance as originally adopted and as the same may from time to time be amended or supplemented in accordance with the terms hereof.

“*Outstanding*” or “*outstanding*” means the Note while outstanding and unpaid; *provided, however*, such term shall not include any portion of the Note which (i) has matured and for which moneys are on deposit with the Paying Agent or an institution having trust capacity, or are otherwise properly available, sufficient to pay all principal and interest thereof, or (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow account of funds or Government Securities, the principal of and interest on which will be sufficient to pay at Stated Maturity or as called for redemption all of the principal of and interest and any applicable premium on such Note or a portion thereof.

“*Parity Notes*” means any obligations issued by the Village in the future on a parity with and sharing ratably and equally in the Pledged Moneys with the Note.

“*Paying Agent*” means the Village Treasurer, as paying agent and note registrar hereunder, or successors and assigns.

“*Pledged Moneys*” means the Limited Incremental Property Taxes, but only on a subordinated lien as provided in the Indenture.

“*Principal Requirement*” means for any Note Year the aggregate principal amount of the Note having a Stated Maturity during such Note Year.

“*Prior Bonds*” means the Series 2007 Senior Lien Bonds and the Series 2016 Senior Lien Bonds and any bonds issued on a parity therewith as to the pledge of the Incremental Property Taxes.

“*Program Expense Requirement*” means an amount, not to exceed five percent (5.00%) of the Limited Incremental Property Taxes, to be retained by the Village Treasurer incidental to each Accounting and to be used by the Village to pay Program Expenses, if any, for the succeeding Note Year.

“*Program Expenses*” means any administrative expenses related to or incurred in connection with a Series of Bonds, including, specifically, (i) the sum necessary to pay all costs and expenses of any Trustee, registrar or paying agent for any Series of Bonds, (ii) fees related to the calculation or verification of any required payment to the United States of America pursuant to Section 148(f) of the Code and (iii) expenses of the Village relating specifically to the administration of, or provision of governmental services to, the Redevelopment Project Area and the Redevelopment Project.

“*Program Expenses Fund*” means the Program Expenses Subaccount heretofore created and expressly continued in the Indenture.

“*Project*” means the Redevelopment Project.

“*Project Costs*” means the sum total of all reasonable or necessary costs incurred or estimated to be incurred which are incidental to the Redevelopment Plan and the Redevelopment Project, and which are payable under the TIF Act from Incremental Property Taxes.

“*Public Redevelopment Projects Account*” means the account of that name heretofore created and expressly continued in the Indenture.

“*Qualified Investments*” means any investment permitted for the Village under Illinois law.

“*Record Date*” means the fifteenth day of the month preceding any regularly scheduled Interest Payment Date and the fifteenth day prior to any Interest Payment Date caused by a redemption of Bonds on other than a regularly scheduled Interest Payment Date.

“*Redevelopment Agreement*” means that certain Redevelopment and Financing Agreement dated as of November 4, 1999, by and between the Village and Elmhurst-Chicago Stone Company.

“*Redevelopment Plan*” means the redevelopment plan approved for the Redevelopment Project Area by the Corporate Authorities in Ordinance No. 99-67, adopted by the Corporate Authorities on July 6, 1999, as supplemented and amended by Ordinance No. 2016-62, adopted by the Corporate Authorities on August 16, 2016, Ordinance No. 2020-62, adopted by the Corporate Authorities on July 21, 2020.

“*Redevelopment Project*” means the redevelopment Project approved for the Redevelopment Project Area by Ordinance Number 99-67, adopted by the Corporate Authorities on July 6, 1999, as supplemented and amended by Ordinance No. 2016-62, adopted by the Corporate Authorities on August 16, 2016, Ordinance No. 2020-62, adopted by the Corporate Authorities on July 21, 2020.

“*Redevelopment Project Area*” means the Bartlett Quarry Redevelopment Project Area, which was designated by Ordinance Number 99-68, adopted by the Corporate Authorities on July 6, 1999.

“*Record Date*” means, for any Interest Payment Date, the 15th day (whether or not a Business Day) of the calendar month in which such Interest Payment Date occurs, or for any redemption on other than an Interest Payment Date, the 15th day (whether or not a Business Day) next preceding the date of redemption.

“*Sales Taxes*” means generally applicable sales taxes collected by the State and levied pursuant to the Use Tax Act, as amended, the Service use Tax Act, as amended, the Service Occupation Tax Act, as amended, and the Retailers' Occupation Tax Act, as amended, or successor taxes or charges imposed by the State in lieu thereof or in addition thereto.

“*Senior Lien Bond and Interest Subaccount*” means the subaccount of that name heretofore created and expressly continued in the Indenture and any fund so referred to in a Bond Ordinance authorizing the issuance of a Series of Senior Lien Bonds.

“*Senior Lien Bonds*” mean any Series of Bonds defined as “*Senior Lien Bonds*” in any Bond Ordinance and specifically includes the Series 2007 Senior Lien Bonds and the Series 2016 Senior Lien Bonds.

“*Senior Lien Debt Service Reserve Subaccount*” means the subaccount of that name heretofore created and expressly continued in the Indenture.

“*Senior Lien Debt Service Reserve Requirement*” means an amount equal to the aggregate of each Debt Service Reserve Requirement as defined in any Bond Ordinance authorizing the issuance of a Series of Senior Lien Bonds and as referred to in the Indenture.

“*Series 2007 Senior Lien Bonds*” means the Senior Lien Tax Increment Revenue Refunding Bonds, Series 2007 (Bartlett Quarry Redevelopment Project), of the Village.

“*Series 2016 Senior Lien Bonds*” means the Senior Lien Tax Increment Revenue Bonds, Series 2016 (Bartlett Quarry Redevelopment Project), of the Village.

“*Special Tax Allocation Fund*” means the fund of that name created by Ordinance Number 99-69, adopted by the Corporate Authorities on July 6, 1999, and expressly continued by and referred to in the Indenture.

“*Stated Maturity*” when used with respect to the Note or any interest thereon means the date specified in the Note as the fixed date on which the principal of the Note or such interest is due and payable, whether by maturity, mandatory redemption, or otherwise.

“*Tax Year*” means the year for which an ad valorem tax levy is made by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area. The 2022 Tax Year shall be that year during which ad valorem taxes levied for the year 2022 (collectible in the year 2023) are extended and collected, and so on.

“*TIF Act*” means the Tax Increment Allocation Redevelopment Act, as amended.

“*Total Initial Equalized Assessed Value*” means the total initial equalized assessed value of the taxable real property within the Redevelopment Project Area determined by the County Clerks, in accordance with the provisions of Section 11-74.4-9 of the TIF Act.

“*Village*” means the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and its successors and assigns.

“*Village Account*” means the account of that name hereinafter created in the Special Tax Allocation Fund and held by the Village Treasurer as hereinafter provided.

Section 2. Findings. The Corporate Authorities hereby find that the Redevelopment Plan and Project have been approved, the Redevelopment Project Area has been designated, tax increment allocation financing has been adopted, the Special Tax Allocation Fund has been established, the form of Redevelopment Agreement has been approved, the Redevelopment Agreement has been executed by the Village, the Indenture has been executed by the Village, and the Note has been authorized, all in accordance with the provisions of the TIF Act, and that it is

necessary and in the best interests of the Village that the Village cause the construction, acquisition and installation of the Project and issue and deliver the Note to enable the Village to pay or reimburse the Project Costs.

Section 3. Note Details. There shall be borrowed for and on behalf of the Village the sum of not to exceed \$1,000,000 for the purposes aforesaid; a drawdown note of the Village (the “*Note*”) shall be issued in said amount and shall be designated “Taxable Subordinate Lien Tax Increment Revenue Note, Series 2022 (Bartlett Quarry Redevelopment Project).” The Note shall be deemed issued and be dated the first date on which the Outstanding Principal Amount equals not less than the sum of \$50,000 (the “*Dated Date*”). The “Outstanding Principal Amount” is that amount, not to exceed \$1,000,000, as provided above, shown as advanced in even multiples of \$100 from time to time and received by the Village for value, as is noted on the Note in the form of Advances for Value thereon, less payments of principal thereon. The Note shall also bear the date of authentication, shall be in fully registered form, shall bear interest at a rate percent per annum which is equal to seven percent (7.00%) (computed on the basis of a 360-day year of twelve 30-day months), which interest shall be payable in annual installments on January 1 of each year (such dates being “*Interest Payment Dates*”) until paid, commencing on the first January 1 which occurs following the Dated Date and on which there are any funds available in and on deposit in the 2022 Subordinate Note Subaccount, and be a term note subject to mandatory redemption prior to maturity as hereinafter provided, with a final installment of principal and interest coming due at Final Maturity. “Final Maturity” means (A) the date on which the Village has made provision for or payment in full of all principal of and interest on the Note or (B) as to any payment on the Note from Limited Incremental Property Taxes, the earlier to occur of (i) the date which is twenty (20) years after the Dated Date or (ii) December 31, 2023.

The Note shall bear interest from the later of its Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of the Note is paid or duly provided for. Interest when due ("*Current Interest*") shall be paid as hereinafter provided from the 2022 Subordinate Note Subaccount of the Special Tax Allocation Fund, and if funds on deposit therein and to the credit thereof are insufficient for such purpose, such failure to pay shall not in and of itself constitute an event of default, but such interest shall thereupon be recorded by the Note Registrar as Deferred Accrued Interest ("*Deferred Accrued Interest*"). Deferred Accrued Interest shall itself bear interest at the Authorized Rate until paid or duly provided for. The order of payment of interest on the Note until Stated Maturity shall be first, Deferred Accrued Interest (including interest, if any thereon, as hereinabove provided), second, Current Interest, and third, mandatory redemption of principal as hereinafter set forth. By acceptance of the Note, each Noteholder accepts that there may be Deferred Accrued Interest on the Note, that is, that Current Interest may not have been paid, without any special notation having been made upon the Note itself. Deferred Accrued Interest (including interest thereon) shall be payable, prior to Final Maturity, only upon Interest Payment Dates to the Noteholder otherwise entitled to Current Interest on the Interest Payment Date that such Deferred Accrued Interest (including interest thereon) is paid.

Failure to pay when due any installment of Current Interest or any amount of Deferred Accrued Interest (including interest thereon) or Outstanding Principal Amount due to insufficiency of the Pledged Moneys, whether at Stated Maturity, Final Maturity or otherwise, shall in no event be deemed to be an event of default on the Note. It is hereby expressly provided that in the event that there is an insufficiency of Pledged Moneys to pay any amount of Deferred Accrued Interest (including interest thereon), Current Interest or Outstanding Principal Amount at Final Maturity, any such amount of Deferred Accrued Interest (including interest thereon),

Current Interest or Outstanding Principal Amount shall be extinguished and shall not be deemed to be owing and unpaid, it being the express intent of the Village that the Note and all obligations arising thereunder shall be fully released upon Final Maturity.

Interest on the Note shall be paid by check or draft of the Village, payable upon presentation thereof in lawful money of the United States of America, to the persons in whose name the Note is registered at the close of business on the Record Date. Interest on the Note may also be payable by wire transfer to any registered owner of the Note (as of the applicable Record Date) holding an aggregate principal amount of \$500,000 or more when such owner shall have registered such wire transfer payment by written instructions satisfactory to the Note Registrar at least 15 days prior to the applicable Record Date. The principal of the Note shall be payable in lawful money of the United States of America upon presentation thereof at the principal office maintained for the purpose by the Note Registrar, or at successor Note Registrar and locality. If an Interest Payment Date is not a Business Day at the place of payment, then payment may be made at that place on the next Business Day, and no interest shall accrue during the intervening period.

The Note shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village and shall be signed by the manual or duly authorized facsimile signatures of the President and Village Clerk of the Village, as they shall determine, and in case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery thereof, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

In the event that the Note shall be signed by the duly authorized facsimile signatures of the President and Village Clerk, the Note shall also have thereon a manually signed certificate of authentication substantially in the form hereinafter set forth in EXHIBIT A, duly executed by an

authorized signatory of the Note Registrar as authenticating agent of the Village (but it shall not be necessary that the same signatory sign the certificate of authentication of each Note that may be outstanding hereunder at any one time) and showing the date of authentication, and the Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature. Such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this Ordinance. Upon authentication, the Note Registrar is hereby expressly authorized to deliver any Note issued under this Ordinance to or upon the order of the holder of such Note.

Section 4. Mandatory Redemption; Prepayment.

(a) *Mandatory Redemption.* The Note shall be issued as a term note and shall be subject to mandatory redemption, by operation of the 2022 Subordinate Note Subaccount, at a price of par plus accrued interest without premium, on any Interest Payment Date and upon the terms as follows: Whenever as of any Accounting there is on deposit in the 2022 Subordinate Note Subaccount an amount in excess of the amount required to pay the Interest Requirement (all Deferred Accrued Interest and all Current Interest) on the Note for the Note Year commencing the subsequent January 1, the Note Registrar shall make provision for the mandatory redemption of the Note to the fullest extent practicable from such excess, in amounts not less than \$100 of Outstanding Principal Amount. The Note shall be mandatorily redeemed in the amount of not less than \$100 as aforesaid.

The Village covenants that it will cause the Note Registrar to redeem the Note pursuant to the mandatory redemption required for the Note. Proper provision for mandatory redemption having been made, the Village covenants that the Outstanding Principal Amount hereof to be redeemed shall be payable as at Stated Maturity.

(b) *Optional Redemption.* The Note shall also be subject to redemption at the option of the Village, in whole or in part, on any date, from any lawfully available monies, at a redemption price of par plus accrued interest to the redemption date.

(c) *Procedures for Redemption.* For a mandatory redemption, the Note Registrar, unless otherwise notified by the Village, shall proceed on behalf of the Village as its agent to provide for the mandatory redemption of the Note without any further order or direction hereunder or otherwise. For an optional redemption, the Village shall, at least 45 days prior to any optional redemption date (unless a shorter time shall be satisfactory to the Noteholder), notify the Note Registrar of such redemption date and of the principal amount of the Note to be optionally redeemed.

The Note Registrar shall promptly notify the Village in writing of any scheduled redemption and, in the case of any partial redemption, the principal amount thereof to be redeemed. Unless waived by the Noteholder, notice of any mandatory or optional redemption shall be given by the Note Registrar by mailing the redemption notice by registered or certified mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to the Noteholder at the address shown on the Note Register.

All official notices of redemption shall include at least the information as follows:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all of the Note is to be redeemed, the principal amount of the Note to be redeemed;
- (4) a statement that on the redemption date the redemption price will become due and payable upon the Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(5) the place where the Note is to be surrendered for payment of the redemption price, which place of payment shall be the principal office maintained for the purpose by the Note Registrar.

Unless moneys sufficient to pay the redemption price of the Note or amount thereof to be redeemed shall have been received by the Note Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Note Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Note or amount thereof, and the Note Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that the Note or such amount of the Note will not be redeemed.

Subject to the conditions of the immediately preceding paragraph, the Note or portion of the Note so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Note or portion of the Note shall cease to bear interest.

Neither the failure to mail such redemption notice nor any defect in any notice so mailed to any particular Noteholder shall affect the sufficiency of such notice with respect to any other registered owners. Notice having been properly given, failure of a registered Noteholder to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or the redemption action described in the notice. Such notice may be waived in writing by a registered owner of the Note, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Note Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of the Note for redemption in accordance with said notice, the Note shall be paid by the Note Registrar at the redemption price. Interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of the Note, there shall be prepared for the Noteholder a new Note of the same maturity in the amount of the unpaid principal.

If the Note has been called for redemption and shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date.

Section 5. Registration of Note; Persons Treated as Owners. The Village shall cause the Note Register to be kept at the principal office maintained for the purpose by the Note Registrar, which is hereby constituted and appointed the note registrar of the Village. The Village is authorized to prepare, and the Note Registrar shall keep custody of, multiple Note blanks executed by the Village for use in the transfer and exchange of the Note.

Upon surrender for transfer of the Note, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by, the Noteholder or his attorney duly authorized in writing, the Village shall execute and the Note Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Note of the same maturity for a like aggregate principal amount. The execution by the Village of any fully registered Note shall constitute full and due authorization of such Note and the Note Registrar shall thereby be authorized to authenticate, date and deliver such Note.

The person in whose name the Note shall be registered on the Note Register shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on such Note shall be made only to or upon the order of the Noteholder thereof or

his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

No registered owner shall be charged a service charge for any transfer or exchange of the Note, but the Village may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of the Note exchanged in the case of the issuance of a new Note for the outstanding portion of the Note surrendered for redemption.

Section 6. Form of Note. The Note shall be in substantially the form attached hereto as EXHIBIT A.

Section 7. Security for the Note; Operation of Special Tax Allocation Fund.

A. *Pledged Moneys Pledged.* The Village hereby pledges the Pledged Moneys for the purpose of providing funds required to pay the interest on the Note as the same shall fall due, to pay and discharge the principal thereof at Stated Maturity promptly when due, but only in the priorities specified herein and in the Indenture and subject to the limitations contained herein and therein. The Note is a limited obligation of the Village and is payable solely and only from the Pledged Moneys as set forth in the lien priorities and as provided hereunder and in the Indenture and the amounts on deposit in and pledged to the 2022 Subordinate Note Subaccount as provided hereunder. As to the pledge of the Pledged Moneys, the Note is in all respects junior to any Bonds heretofore or hereafter issued under the Indenture as Senior Lien Bonds or Junior Lien Bonds, including, specifically, the Prior Bonds, and any additional bonds on a parity therewith, and, as to the pledge of the Pledged Moneys, is secured ratably and equally with all Subordinate Lien Obligations under the Indenture.

As provided in the Act, the Note does not constitute an indebtedness of the Village or a loan of credit thereof within the meaning of any statutory or constitutional provision.

B. *Special Tax Allocation Fund.* Article Four of the Original Indenture and Article Two of the First Supplemental Indenture are hereby incorporated herein in full by this reference. The 2022 Subordinate Note Subaccount (the “*Note Fund*”) is hereby created within the General Subaccount of the Special Tax Allocation Fund created or continued under the Indenture. The Note Fund shall be held by the Village Treasurer as provided in the Indenture as a separate and segregated trust fund for the sole benefit of the holders and registered owners of the Note. The Note Fund shall be the fund used for the payment of the Note, whether at Stated Maturity or by sinking fund redemption, premium, if any, and interest thereon.

Funds on deposit in the Note Fund shall be invested by the Village Treasurer, or, at the direction of the Village Treasurer in Qualified Investments. All investment earnings in the Note Fund shall be credited to the Note Fund.

C. *Source of Payments of the Note.* The Note Registrar will make payments of principal of, premium, if any, and interest on the Note from moneys deposited in the General Subaccount of the Public Redevelopment Projects Account of the Special Tax Allocation Fund. The Village Treasurer will deposit in the General Subaccount all moneys as provided in the Indenture for the purpose of paying principal of, premium, if any, and interest (being Current Interest and Additional Interest) on the Note, as provided herein.

Section 8. General Covenants. The Village covenants and agrees with the holders of the Note that, so long as the Note remains outstanding and unpaid:

(a) The Village will punctually pay or cause to be paid from the Note Fund the principal of and interest on the Note in strict conformity with the terms of the Note, the Redevelopment Agreement and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

(b) The Village will pay and discharge, or cause to be paid and discharged, from the Special Tax Allocation Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Moneys, or any part thereof, or which might impair the security of the Note. Nothing herein contained shall require the Village to

make any such payment so long as the Village in good faith shall contest the validity of said claims.

(c) The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Redevelopment Project Area, the Redevelopment Plan, the Project, and the Pledged Moneys. Such books of record and accounts shall at all times during business hours be subject to the inspection of the respective holders of not less than ten per cent (10%) of the principal amount of the respective Note then outstanding, or their representatives authorized in writing.

The Village will prepare or cause the preparation of complete financial statements with respect to the preceding fiscal year showing the Pledged Moneys received, all disbursements from the funds and accounts created by this Ordinance and the financial condition of the Project, including the balances in all funds and accounts relating to the Note and the Project as of the end of such fiscal year, which statements shall be accompanied by a certificate or opinion in writing of an Independent certified public accountant. The Village will furnish a copy of such statements to any registered owner of ten percent (10%) or more in aggregate principal amount of the Note then outstanding, upon written request of such owner.

(d) The Village will preserve and protect the security of the Note and the rights of the Noteholders.

(e) The Village will continue to implement the Redevelopment Project and the Project with all practicable dispatch in accord with its stated objectives and purposes in conformity with the Redevelopment Plan and the TIF Act and will timely convene the joint review board for the Redevelopment Project Area and timely make available and file such information and reports as shall be required by the TIF Act while the Note or any portion thereof remains outstanding.

(f) The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the Noteholders of the Note of the rights and benefits provided in this Ordinance.

(g) So long as any portion of the Note remains outstanding, the Village will take no action, nor will the Village omit to take any action, which act or omission will in any way adversely affect the ability of the Village to collect the Incremental Property Taxes or to allocate the Limited Incremental Property Taxes, and the Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Moneys will be collected, allocated and deposited in the funds and accounts as herein provided.

Section 9. Delivery of the Note. As soon as may be after this Ordinance becomes effective, the Note shall be executed by the Designated Officers and be delivered to the Developer. The Designated Officers as shall be appropriate are hereby authorized to proceed, without any further official authorization or action by the Corporate Authorities, to approve or execute, or both, such documents as shall be necessary to effectuate the issuance and delivery of the Note, with such insertions, deletions, additions, modifications or changes as they shall reasonably determine to be desirable, necessary and in the best interests of the Village, their approval or execution thereof to constitute ratification by the Corporate Authorities of any such insertion, deletion, addition, modification or change with no further official action, authorization or determination of the Corporate Authorities. The agreement with the Developer to purchase the Note is hereby ratified, approved and confirmed, it being hereby expressly found that no person holding any office of the Village either by election or appointment is in any manner financially interested, either directly in his own name or indirectly in the name of any other person, association, trust or corporation, in said agreement with the Developer for the purchase of the Note.

Any Designated Officer and such other officers of the Village as may be necessary are hereby further authorized to execute such documents, including, specifically, such closing documents and certifications as shall be required by Bond Counsel to render their opinion relating to the validity of the Note and the treatment of interest thereon for federal income taxation purposes.

Section 10. Note Proceeds. The performance by the Developer of its obligations pursuant to the Redevelopment Agreement shall be deemed to be consideration for the issuance of the Note. To that end the Designated Officers are hereby expressly directed to authorize the drawdown of the principal amount of the Note as herein authorized and as provided and pursuant

to the conditions set forth in the Redevelopment Agreement, not to exceed the aggregate principal amount of \$1,000,000, upon delivery from time to time by the Developer to the Village of such evidence of performance as such Designated Officers shall reasonably require, without further official action or direction by the Corporate Authorities. All proceeds of the Note shall be deemed fully expended upon the relevant drawdown of the principal amount thereof.

Section 11. Parity Notes; Refunding. A. PARITY NOTES. No Parity Notes shall be issued unless the Village shall have obtained the prior written consent of the registered owners of all of any Parity Notes existing at that time. The Village hereby expressly reserves unto itself without restriction of any type or kind whatsoever the right to issue obligations secured by the Municipal Account.

B. REFUNDING. Subordinate Lien Obligations issued to refund, whether at or in advance of maturity, any portion or all of the Note issued under this Ordinance may be issued by the Corporate Authorities hereunder, and, upon such issuance and to the extent so designated in any Bond Ordinance authorizing such obligations, shall be a “Note” as defined hereunder, subject to the limitations hereof.

Section 12. [Reserved.]

Section 13. [Reserved.]

Section 14. [Reserved.]

Section 15. [Reserved.]

Section 16. [Reserved.]

Section 17. Payment and Discharge. The Note may be discharged, payment provided for, and the Village's liability terminated as follows:

(a) *Discharge of Indebtedness.* If (i) the Village shall pay or cause to be paid to the Noteholders the principal and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Note Registrar shall have been paid, and (iii) the Village shall keep, perform and observe all and singular the

covenants and promises in such Note and in this Ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the Village shall pay or cause to be paid to the Noteholders the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, the Note shall cease to be entitled to any lien, benefit or security under this Ordinance, and all covenants, agreements and obligations of the Village to the Noteholders shall thereupon cease, terminate and become void and discharged and satisfied.

(b) *Provision for Payment.* Whenever sufficient cash and/or Government Securities shall have been deposited with an institution having fiduciary powers in an irrevocable escrow (whether upon or prior to the maturity or the redemption date of the Note) the Note shall be deemed to be paid within the meaning of this Ordinance and no longer outstanding under this Ordinance; provided, however, that if the Note is to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this Ordinance or provision shall have been made for the giving thereof. Government Securities shall be considered sufficient only if said investments are not redeemable prior to maturity at the option of the issuer and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on the Note.

(c) *Termination of Village's Liability.* Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit of sufficient cash and Government Securities (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of the Note, all liability of the Village in respect of the Note shall cease, determine and be completely discharged and the Noteholders shall thereafter be entitled only to payment out of the cash and the proceeds of the Government Securities deposited as aforesaid for their payment.

Section 18. [Reserved.]

Section 19. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the Noteholders, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

Section 19. Partial Invalidity. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 20. List of Noteholders. The Note Registrar shall maintain a list of the names and addresses of the Noteholders and upon any transfer shall add the name and address of the new Noteholder and eliminate the name and address of the transferor Noteholder.

Section 21. Supplemental Ordinances. With the consent of the registered owners of not less than 66% in aggregate principal amount of the Note at the time outstanding, the Village, by the Corporate Authorities may pass an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the Village to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided therein of any portion of the Note without the express consent of the Noteholders, or permit the creation of a preference or priority of any portion of the Note over any other portion of the Note, or reduce the percentage of principal amount of the Note required for the affirmative vote or written consent to an amendment or modification, or deprive the Noteholders (except as aforesaid) of the right to payment of the Note from the revenues pledged thereto without the consent of the registered owners of all of the Note (as the case may be) then outstanding.

Section 22. Rights and Duties of Note Registrar. If requested by the Note Registrar, any Designated Officer is authorized to execute the Note Registrar's standard form of agreement between the Village and the Note Registrar with respect to the obligations and duties of the Note Registrar hereunder. In addition to the terms of such agreement or agreements and subject to modification thereby, the Note Registrar by acceptance of duties hereunder agrees:

- (a) to act as note registrar, paying agent, authenticating agent, and transfer agent as respectively provided herein;

(b) to maintain a list of Noteholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law;

(c) to cancel and/or destroy any Note which has been paid at Stated Maturity or upon redemption or submitted for exchange or transfer;

(d) to furnish the Village at least annually a certificate with respect to portions of the Note cancelled and/or destroyed; and

(e) to furnish the Village at least annually an audit confirmation of amount of the Note paid, outstanding and payments made with respect to interest on the Note.

The Village Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the Note Registrar.

Section 23. Prior Inconsistent Proceedings. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.

Section 24. Immunity of Officers, Employees and Members of Village. No recourse shall be had for the payment of the principal of or premium or interest on the Note or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained against any past, present or future officer, director, member, employee or agent of the Village, or of any successor public corporation, as such, either directly or through the Village or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Ordinance and the issuance of the Note.

Section 25. Publication. This Ordinance shall be published within ten (10) days of its passage in pamphlet form, by authority of the Corporate Authorities, but shall be immediately in full force and effect upon its adoption and approval.

Passed on _____, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Approved: _____, 2022

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

Recorded in the Village Records on _____, 2022.

Published in pamphlet form on _____, 2022.

Attest:

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

EXHIBIT A
FORM OF NOTE

STATE OF ILLINOIS
COUNTIES OF COOK, DUPAGE AND KANE
VILLAGE OF BARTLETT

TAXABLE SUBORDINATE LIEN TAX INCREMENT ALLOCATION REVENUE NOTE, SERIES 2022
(BARTLETT QUARRY REDEVELOPMENT PROJECT)

SOLE NOTE:
REGISTERED
NO. ONE

MAXIMUM AMOUNT:
REGISTERED
\$1,000,000

KNOW ALL PERSONS BY THESE PRESENTS that the VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS (the "*Village*"), a municipality, home rule unit and body corporate and politic duly organized under the laws of the State of Illinois, for value received hereby acknowledges itself to owe and promises to pay to the Registered Owner hereof, or registered assigns, the Outstanding Principal Amount of this Note, as hereinafter described, on the earlier to occur of (i) December 31, 2023, or (ii) the date on which the Village has made provision for or payment in full of all principal of and interest on this Note, as provided in the hereinafter defined Redevelopment Agreement (said date being the "*Final Maturity*"), and to pay interest at the hereinafter defined Interest Rate (computed on the basis of a 360-day year of twelve 30-day months) on such Outstanding Principal Amount on January 1 of each year (being the "*Regular Interest Payment Date*") until paid, commencing on the first January 1 following the Dated Date on which funds are available and on deposit in the hereinafter defined Note Fund, except as the hereinafter stated provisions for redemption prior to maturity may and shall become applicable hereto. The "Outstanding Principal Amount" is that amount, not to exceed the Face Amount of this Note as set forth above, shown as advanced in even multiples of \$100 from time to time and received by the Village for value, as is noted on this Note in the form of Advances for Value hereon, less payments of principal hereon. The Interest Rate is a rate percent per

annum which is equal to seven percent (7.00%). The Dated Date hereof shall be deemed to be the first date on which the Outstanding Principal Amount equals not less than the sum of \$50,000, being _____, 2022.

Interest when due ("*Current Interest*") shall be paid from the later of the Dated Date or from the most recent Regular Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of the Note is paid or duly provided for, as provided from the Note Fund, and if funds on deposit therein and to the credit thereof are insufficient for such purpose, such failure to pay shall not in and of itself constitute an event of default, but such interest shall thereupon be recorded by the Note Registrar as Additional Interest ("*Additional Interest*"). Additional Interest which is owing and unpaid shall itself bear interest at the Interest Rate. The order of payment of interest on this Note shall be *first*, Additional Interest (including interest thereon), *second*, Current Interest, and *next*, mandatory redemption of the Outstanding Principal Amount, as adjusted and shown as advanced in the form of Advances for Value hereon. Failure to pay when due any installment of Current Interest or any amount of Outstanding Principal Amount due to insufficiency of the hereinafter defined Subordinated Incremental Property Taxes, whether at a Regular Interest Payment Date, at Stated Maturity, Final Maturity or otherwise, shall in no event be deemed to be an event of default hereon. The Registered Owner of this Note, by acceptance hereof, hereby expressly agrees and acknowledges that (i) there may be Additional Interest (including interest thereon) hereon, that is, that Current Interest may not have been paid, without any special notation having been made upon this Note, and (ii) the amounts due and payable of Outstanding Principal Amount hereof and interest hereon are subject to adjustment as provided in the hereinafter defined Redevelopment Agreement.

The principal of this Note shall be payable by check or draft in lawful money of the United States of America upon presentation at the principal office maintained for the purpose by

the Village Treasurer, as paying agent and note registrar (the “*Note Registrar*”). Interest on this Note shall be paid to the Registered Owner hereof as shown on the Register at the close of business on the 15th day of the month immediately prior to the applicable Regular Interest Payment Date. Interest hereon shall be paid by check or draft of the Issuer, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Note Registrar in writing or as directed by such Registered Owner, all as provided in the hereinafter defined Indenture.

This Note is a term note and is subject to mandatory redemption by operation of the 2022 Subordinate Note Subaccount of the General Subaccount of the Special Tax Allocation Fund (the “*Note Fund*”) at a price of par plus accrued interest without premium, on any date, whenever an annual Accounting shall demonstrate that there is on deposit in the Note Fund an amount in excess of the amount required to pay all Additional Interest and to pay Current Interest due and payable during the Note Year commencing on the January 1 next succeeding such Accounting. The Note Registrar shall make provision for the mandatory redemption of this Note to the fullest extent practicable from such excess.

The Issuer covenants that it will cause the Note Registrar to redeem this Note pursuant to the mandatory redemption required for this Note. Proper provision for mandatory redemption having been made, the Issuer covenants that the Outstanding Principal Amount hereof to be redeemed shall be payable as at Stated Maturity.

This Note is also subject to redemption prior to maturity, at the option of the Issuer, in whole or in part, from any available funds, on any date, at the redemption price of par plus accrued interest to the date fixed for redemption, and as further provided in the Ordinance.

Subject to the provisions of the hereinafter defined Indenture, this Note may be transferred as a whole but not in part. Upon surrender hereof at the principal office maintained for the purpose by the Note Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Note Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided herein, and shall also enter the name and address of the new registered owner in the Note Registrar.

The person in whose name this Note is registered on the Note Register shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the "*TIF Act*"), and all laws amendatory thereof and supplemental thereto, and specifically as supplemented by the home rule powers of the Village pursuant to Section 6 of Article VII of the 1970 Constitution of the State of Illinois (collectively, the "*Act*"), and the principal of and interest, and premium, if any, hereon are payable solely from (i) a portion of the ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the Bartlett Quarry Redevelopment Project Area heretofore designated by the Issuer in accord with the provisions of the Act (the "*Redevelopment Project Area*") by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such piece of property, all as determined in

accordance with the provisions of the TIF Act (the “*Incremental Property Taxes*”) (said portion of the Incremental Property Taxes being the “*Limited Incremental Property Taxes*”), and on deposit in and pledged to the 2022 Subordinate Note Subaccount of the General Subaccount of the Bartlett Quarry Redevelopment Project Area Special Tax Allocation Fund (the “*Special Tax Allocation Fund*”) heretofore established by the Village in connection with the designation of the Redevelopment Project Area and (ii) the investment earnings thereon (the Limited Incremental Property Taxes and the investment earnings thereon being, collectively, the “*Pledged Moneys*” under the hereinafter defined Ordinance). This Note is being issued for the purposes of paying or reimbursing a portion of certain costs of a Redevelopment Project in the Redevelopment Project Area, all as more fully described in proceedings adopted by the President and Board of Trustees of the Village (the “*Corporate Authorities*”) pursuant to the Act and in an ordinance authorizing the issuance of this Note adopted by the Corporate Authorities on the ___ day of _____, 2022, and authorizing the issuance hereof (the “*Ordinance*”), and in that certain Redevelopment Agreement by and between the Village and the Developer, and relating to the Redevelopment Project Area (as supplemented or amended, the “*Redevelopment Agreement*”), to all the provisions of which the holder by the acceptance of this Note assents. Under the Act, the Ordinance, that certain Amended and Restated Indenture by and between the Village and Wells Fargo Bank, National Association, Chicago, Illinois, as trustee (as supplemented and amended by the First Supplemental Indenture, the “*Indenture*”), and the Redevelopment Agreement, the Incremental Property Taxes shall be deposited in the Special Tax Allocation Fund. Limited Incremental Property Taxes on deposit in the 2022 Subordinate Note Subaccount of the General Subaccount of the Special Tax Allocation Fund shall be used first and are pledged for paying the principal of and interest on this Note and then in making any further required payments to any funds and accounts as provided by the terms of the Ordinance and the Indenture. Terms used but

not defined herein shall have the same meaning as provided in the Ordinance, the Indenture and the Redevelopment Agreement.

This Note, together with the interest thereon, is a limited obligation of the Issuer , payable solely from the Pledged Moneys and the amounts on deposit in and pledged to the 2022 Subordinate Note Subaccount of the General Subaccount as provided in the Ordinance, the Indenture and the Redevelopment Agreement. Additional obligations on a parity with this Note may be issued as in the Ordinance provided. For the prompt payment of this Note, both principal and interest, as aforesaid, at Stated Maturity, the Pledged Moneys are hereby irrevocably pledged. THIS NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE ISSUER FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON.

The Issuer hereby expressly finds and determines that the Final Maturity of this Note does not exceed the earlier of (i) the date which is twenty (20) years from the Dated Date or (ii) the date which is December 31 of the year following the twenty-third (23rd) year from the date of designation by the Corporate Authorities of the Redevelopment Project Area, to-wit: December 31, 2023.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, and the Issuer hereby covenants and agrees that it has made provision for the segregation of the Pledged Moneys and that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Ordinance, the Indenture and the Redevelopment Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Note Registrar.

The tables and forms following the signatures on this Note and entitled Advances for Value and Registered Owner Notation are an integral part of this Note as if in each case fully set forth at this place and are incorporated herein by this reference.

IN WITNESS WHEREOF the Village has caused this Note to be signed by the manual or duly authorized facsimile signatures of its President and by its Village Clerk and its corporate seal or a facsimile thereof to be hereunto affixed, all as of the date of delivery hereof, to wit, the ___ day of _____, 2022.

VILLAGE OF BARTLETT, COOK, DUPAGE
AND KANE COUNTIES, ILLINOIS

[SEAL]

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

Attest:

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

Date of Authentication: _____, 2022.

CERTIFICATE
OF
AUTHENTICATION

Note Registrar and Paying Agent:
Village Treasurer, Village of Bartlett,
Cook, DuPage and Kane Counties,
Illinois

This Note is the Note described in the within mentioned Ordinance and is the Taxable Subordinate Lien Tax Increment Allocation Revenue Note, Series 2022 (Bartlett Quarry Redevelopment Project), of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois.

Village Treasurer, as Note Registrar

By _____

STATE OF ILLINOIS
COUNTIES OF COOK, DUPAGE AND KANE
VILLAGE OF BARTLETT

TAXABLE SUBORDINATE LIEN TAX INCREMENT ALLOCATION REVENUE NOTE, SERIES
2022
(BARTLETT QUARRY REDEVELOPMENT PROJECT)

SOLE NOTE:
REGISTERED
NO. ONE

MAXIMUM AMOUNT:
REGISTERED
\$1,000,000

REGISTERED OWNER NOTATION

This Note shall be registered on the Note Register of the Village kept for the purpose by the Village Treasurer, as Note Registrar. The principal and interest on this Note shall be payable only to or upon the order of the Registered Owner or such owner's legal representative. No registration hereof shall be valid unless signed by the Note Registrar.

DATE OF REGISTRATION	NAME OF REGISTERED OWNER	SIGNATURE OF VILLAGE TREASURER
_____, 2022	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, held at the Village Hall, Bartlett, Illinois, in said Village at 7:00 o'clock p.m. on the ___ day of _____, 2022.

The meeting was called to order by the President and upon the roll being called, _____, the President. Upon the roll being called, the President and the following Trustees answered present at said location: _____

The following Trustees were allowed by a majority of the Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The following were absent: _____

Trustee _____ presented and the Village Attorney explained in full an Ordinance that was laid before the President and Board of Trustees in words and figures and made available to any other person in attendance who requested one as follows:

Trustee _____ moved the adoption of said ordinance, and Trustee _____ seconded the motion. After a full and complete discussion thereof including a public recital of the nature of the matter being considered and such other information as would inform the public of the nature of the business being conducted, the President directed the Village Clerk to call the roll for a vote upon the motion to adopt said ordinance.

Upon the roll being called the following Trustees voted:

AYE:

and the following voted:

NAY:

The President then declared the motion carried and said ordinance adopted, approved the same in open meeting and directed the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion being duly made, seconded and carried, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

**CERTIFICATION OF ORDINANCE, MINUTES
AND PUBLICATION IN PAMPHLET FORM**

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Village*"), and that as such official I am the keeper of the records and files of the President and Board of Trustees of the Village (the "*Corporate Authorities*").

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Corporate Authorities held on the ___ day of _____, 2022, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, providing for the issuance of a not to exceed \$1,000,000 Taxable Tax Increment Revenue Note, Series 2022 (Bartlett Quarry Redevelopment Project), and pledging certain incremental property tax revenues to the payment thereof.

(the "*Ordinance*"), a true, correct and complete copy of which Ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting (the "*Agenda*") was posted at the location where said meeting was held and at the principal office of the Corporate Authorities on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities and not less than 48 hours in advance of holding said meeting; that the Agenda described or made specific reference to the Ordinance; that a true, correct and complete copy of the agenda as so posted is attached hereto; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and the Illinois Municipal Code, as amended, and with all of the procedural rules of the Corporate Authorities.

I do further certify that the Ordinance was published by authority of the Corporate Authorities in pamphlet form at ___ p.m. on the ___ day of _____, 2022, and the Ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village, this ___ day of _____, 2022.

Village Clerk

[SEAL] **Village Clerk to Attach Agenda**

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

VIDEO/AUDIO ATTENDANCE CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the “*Village*”), and as such official I do further certify as follows:

1. That at the meeting of the President and Board of Trustees of the Village (the “*Corporate Authorities*”) on the ___ day of _____, 2022 (the “*Meeting*”), _____ attended the Meeting by video or audio conference.

2. That said member(s) of the Corporate Authorities was/were prevented from physically attending the Meeting because of the reason(s) as follows:

MEMBER

REASON¹

3. That said member(s) of the Corporate Authorities notified me before the Meeting that he/she/they wished to attend the Meeting by video or audio conference.

4. That attached hereto as *Exhibit 1* is a true, correct and complete copy of the rules adopted by the Corporate Authorities for allowing a member of the Corporate Authorities to attend a meeting of the Corporate Authorities by video or audio conference.

5. That the Meeting was duly called, noticed and held in strict compliance with all of the provisions of the Open Meetings Act of the State of Illinois, as amended, and the ordinances, resolutions, rules, regulations and proceedings of the Corporate Authorities.

¹ Section 7 of the Open Meetings Act of the State of Illinois, as amended, provides the following three reasons a person may be prevented from physically attending a meeting: (i) personal illness or disability; (ii) employment purposes or the business of the public body; or (iii) a family or other emergency.

IN WITNESS WHEREOF, I hereunto affix my official signature and the official corporate seal of the Corporate Authorities, this ____ day of _____, 2022.

Village Clerk

[SEAL]



Agenda Item Executive Summary

Item Name Brewster Creek TIF Developer Note #5, Payout #4 Committee or Board Board

BUDGET IMPACT

Amount:	\$400,800	Budgeted	\$400,800
List what fund	Brewster Creek TIF Project Fund		

EXECUTIVE SUMMARY

Brewster Creek Public Improvements - TIF Developer Note #5, Payout #4.

ATTACHMENTS (PLEASE LIST)

Finance Memo
Resolution
Memorandum of Payment
Schedule of Costs
Village Engineer Letter

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2022-_____, a resolution approving of the Disbursement Request for Payout No. 4 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project.

Staff: Todd Dowden, Finance Director

Date: 11/28/22

Village of Bartlett
Finance Department Memo
2022 - 22

DATE: November 28, 2022

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Brewster Creek TIF Developer Note #5 Payout Request #4

In September 2020, the Board authorized the village to issue Developer Note #5, not to exceed \$3,000,000 to Elmhurst Chicago Stone for continuing the public improvements in the Brewster Creek TIF. Elmhurst Chicago Stone advances funds from their own sources and receives a note from the village to get reimbursement if and when there is sufficient tax increment to do so and after all other TIF obligations are paid.

Attached is a resolution and several documents to approve the 4th developer note #5 payout request for the Brewster Creek TIF development. The total amount is \$400,800. The attachments are various documents required by the village's redevelopment agreement. The attachments include:

1. Resolution Approving of Disbursement Request
2. Memorandum of Payment
3. Schedule of Costs
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, the note will be executed and the amount tracked for payment as increment becomes available.

MOTION: I move to approve Resolution Number 2022-_____ A Resolution Approving of Disbursement Request for Payout No. 4 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2022-

A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 4 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2020 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT

WHEREAS, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company (“ECS”), the Village agreed to issue subordinate lien tax increment revenue notes from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the “Project Costs”) are to be reimbursed according to certain procedures for payment; and

WHEREAS, the Village passed an Ordinance providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2020, in an amount not to exceed \$3,000,000 (the “Series 2020 Subordinate Note”); and

WHEREAS, ECS has delivered to the Village its fourth Memorandum of Payment requesting that it be reimbursed the sum of \$400,800 in Project Costs for Payout No. 4 from the Subordinate Lien Tax Increment Revenue Note; and

WHEREAS, ECS has submitted an owner’s sworn statement, general contractor’s sworn statement, waivers of lien, invoices and other documentation (the “Supporting Documentation”) in support of its fourth Memorandum of Payment request in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs which documentation has been reviewed and approved by the Village Engineer, and he has concurred with the Developer’s Engineer that the work has been completed and materials are in place as indicated by the fourth Memorandum of Payment request; and

WHEREAS, The Series 2020 Subordinate Note requires advances to be in even increments of \$100,

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

SECTION ONE: The Memorandum of Payment No. 4 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2020 Subordinate Note in the sum of \$400,800 is hereby approved.

SECTION TWO: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED December 6, 2022

APPROVED December 6, 2022

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022- , enacted on December 6, 2022, and approved on December 6, 2022, as the same appeared from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

DEVELOPER NOTE #5

MEMORANDUM OF PAYMENT NO. 4

Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said Agreement. Attached to this Memorandum of Payment is the following:

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$ 400,800.00 bearing an interest rate at 7.0% per annum.

ELMHURST-CHICAGO STONE COMPANY

By:  _____
President

Dated: 1/18/22

SCHEDULE 1

COST OF THE IMPROVEMENTS

Martam	Lot 8 Mass Grading	\$	88,698.96
Geocon	Lot 8 Mass Grading Soil Testing	\$	19,687.50
Martam	Cook East Mass Grading	\$	29,658.60
V3	General Engineering Services	\$	11,516.25
V3	Cook East CM	\$	5,000.00
V3	Park Basin Maintenance	\$	4,987.50
Martam	Com Ed ROW Grading	\$	85,240.05
V3	Com Ed ROW CM	\$	5,000.00
V3	Com Ed ROW Restoration	\$	85,631.13
V3	Lot 12A Agg Pier CM	\$	5,000.00
Michels Construction	Lot 12A Agg Pier Design/Build	\$	52,050.00
Geocon	Lot 12A Agg Pier Inspection	\$	8,340.00
	Total	\$	<u>400,809.99</u>

December 6, 2022

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 5 MEMORANDUM
OF PAYMENT # 4 – RELATIVE TO THE
REDEVELOPMENT AND FINANCING
AGREEMENT BETWEEN THE VILLAGE
OF BARTLETT AND ELMHURST CHICAGO
STONE COMPANY**

Dear Todd:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The **Developer Note # 5 Memorandum of Payment # 4** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$400,800.00** to reimburse itself for monies spent on the project for the period of **October 4, 2022** through **November 18, 2022**.
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;
- Contractor invoices, work completion and amounts paid or retained;
- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.

We have reviewed the certification for V3 Companies, Martam Construction, Michels Construction, and Geocon Professional Services stating that the work has been completed and materials are in place as indicated on the **Developer Note # 5 Memorandum of Payment # 4**. We have also included invoices from firms noted above for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies, Martam Construction, Michels Construction and Geocon Professional Services that the work has been completed and materials are in place as indicated in the **Developer Note # 5 Memorandum of Payment # 4**, covered by the dates October 4, 2022 through November 18, 2022.

Please contact our office if there are any questions.

Bartlett Village Engineer

Robert Allen, PE

Robert Allen, PE

cc: Dan Dinges, P.E., Director of Public Works
Bryan Mraz, Village Attorney



Agenda Item Executive Summary

Item Name 2023 Annual Meeting Schedule Committee or Board Board

BUDGET IMPACT			
<i>Amount:</i>	<u>N/A</u>	<i>Budgeted</i>	<u>N/A</u>
<i>List what fund</i>			
EXECUTIVE SUMMARY			
<u>Attached is the 2023 Annual Meeting Schedule for your review.</u>			
ATTACHMENTS (PLEASE LIST)			
<u>Meeting Schedule</u>			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the annual meeting schedule for 2023.

Staff: Lorna Giles, Village Clerk Date: 11/28/22



THE VILLAGE
OF
BARTLETT

VILLAGE PRESIDENT
Kevin Wallace

ADMINISTRATOR
Paula Schumacher

VILLAGE CLERK
Lorna Gilles

TRUSTEES
Raymond H. Deyne
Stephanie Z. Gandsey
Daniel H. Gunsteen
Adam J. Hopkins
Joe LaPorte
Renée Suwanski

TO THE EDITOR: Daily Herald, Courier News, Chicago Tribune, Chicago Sun Times, Examiner Publications, Suburban Life Publications
SUBJECT: 2023 Annual Meeting Notice
DATE: December 6, 2022

In conformance with the Illinois Open Meetings Act, please be advised that the following is a list of 2023 regularly scheduled monthly meetings to be held in Village Hall at 228 S. Main Street.

Location: Council Chamber of Village Hall

Village Board	1st & 3rd Tuesday at 7:00 PM No Meeting on August 1 st [National Night Out]
Building & Zoning Committee Community & Economic Development Finance & Golf License & Ordinance Police & Health Public Works Committee	1st & 3rd Tuesday following Board meeting
Planning and Zoning Commission	1st Thursday at 7:00 PM
Economic Development Commission	2nd Monday at 7:00 PM
Bike and Run Plan Advisory Committee	Thursday, March 23 at 3:00 PM Thursday, June 22 at 3:00 PM Thursday, September 28 at 3:00 PM Thursday, December 28 at 3:00 PM

Location: 2nd Floor Training Room of Village Hall

Police Pension Board	Thursday, February 16 at 2:00 PM Thursday, May 18 at 2:00 PM Thursday, August 17 at 2:00 PM Thursday, November 16 at 2:00 PM
----------------------	---------------------------------------------------------------------------------------------------------------------------------------

Location: Police Department

Board of Police & Fire Commissioners	1st Tuesday at 3:30 PM
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You will be notified of any special, reconvened, rescheduled or cancelled meetings throughout the year.

Sincerely,

Lorna Gilles
Village Clerk



Agenda Item Executive Summary

Item Name Cocoa Crawl Class D Liquor License Committee or Board Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
As a part of the village's Cocoa Crawl event, two businesses have applied for a Class D Liquor License, allowing for these businesses to serve alcohol as a part of a special event. Rebecca's Cakes by Design and Magnum Realty have all submitted applications.			
ATTACHMENTS (PLEASE LIST)			
Staff Memo Class D Applications Proof of Insurance			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class D Liquor License Request for Rebecca's Cakes by Design and Magnum Realty for the Cocoa Crawl event on Saturday, December 10th, 2022

Staff: Samuel Hughes, Senior Management Analyst Date: November 22, 2022

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: November 22, 2022
Re: Cocoa Crawl Class D Liquor License

As a part of the village's Cocoa Crawl event, two businesses have applied for a Class D Liquor License, allowing for these businesses to serve alcohol as a part of a special event. Rebecca's Cakes by Design and Magnum Realty have all submitted applications.

As this event is a part of the village's event, staff will be waiving the \$5.00 application fee. The applications are attached and will be approved pending proof of insurance.

Motion

I move to approve the Class D Liquor License Request for Rebecca's Cakes by Design and Magnum Realty for the Cocoa Crawl event on Saturday, December 10th, 2022



Village of Bartlett, IL

10/12/2022

LQD-22-5

Liquor License Class D

Status: Active

Date Created: Oct 11, 2022

Applicant

EDWARD CALUSINSKI
magnumrealty@yahoo.com
1101 E DEVON
27W637 DEVON AVE
Bartlett, IL 60103
630-440-5805

Organization Information

Name of organization

Magnum Realty

Mailing address of organization

27W637 Devon Av Bartlett IL 60103

Organization Phone Number

630-289-8888

Is this event going to be held for more than one day?

No

Start Date of Event

12/10/2022

Licenses shall be issued for a specific time period, not to exceed fifteen (15) days per licensee per location in any twelve (12) month period.

HOURS OF OPERATION:

Not to exceed 12 hours withing a period of 24 hours.

Sunday - Thursday 8:00am - 1:00 am

Friday-Saturday 8:00 am - 2:00 am

Start time of event

11:00am

End time of event

4:00pm

Description of area to be utilized for the special event

Inside Magnum Realty office for cocoa crawl

AFFIDAVIT

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

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction

Edward Calusinski
10/11/2022

I hereby certify that as the applicant, I
am the president of the organization.

Staff Use Only

Type of Liquor License Issued

--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2022

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

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

PRODUCER Foresite Sports, Inc. DBA: Eventsured 24 S. Newtown Street Road Newtown Square, PA 19073	CONTACT NAME: Eventsured Customer Service	
	PHONE (A/C, No, Ext): 888-882-5902 FAX (A/C, No): E-MAIL ADDRESS: info@eventsured.com	
INSURED Magnum Realty Edward Calusinski 27w637 Devon Ave Bartlett, IL 60103	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Houston Casualty Company	42374
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: TM259157

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			H21SE00006/TM259157	12/10/2022 12:01AM	12/11/2022 2:01AM	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 1,000
	<input checked="" type="checkbox"/> Host Liquor Liability	Y					PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DEDUCTIBLE \$ 0
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds must be venue managers or municipalities and are added with respect to our insured's operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Chamber of Commerce Event to be held on 12/10/2022 - 12/10/2022 with 25 attendees at Magnum Realty 27w637 Devon Ave Bartlett, IL 60103. Additional Insureds include: Village of Bartlett 228 S Main St Bartlett, IL 60103; The Village of Bartlett, its Local Liquor Control Commissioner, its President and Board of Trustees, all of its elected and appointed officials, employees, and any volunteer while acting on behalf of the Village of Bartlett are included as additional insured regarding general liability for the Cocoa Crawl event on December 10, 2022.

CERTIFICATE HOLDER**CANCELLATION**

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



LQD-22-6

Liquor License Class D

Status: Active

Date Created: Oct 18, 2022

Applicant

John Lesmeister
jlesmeister9@gmail.com
210 N hickory ave
Bartlett , Il 60103
6302731963

Organization Information

Name of organization

Rebeccas cakes by design

Mailing address of organization

225 s main street bartlett

Organization Phone Number

630-962-9784

Is this event going to be held for more than one day?

No

Start Date of Event

12/10/2022

Licenses shall be issued for a specific time period, not to exceed fifteen (15) days per licensee per location in any twelve (12) month period.

HOURS OF OPERATION:

Not to exceed 12 hours withing a period of 24 hours.

Sunday - Thursday 8:00am - 1:00 am

Friday-Saturday 8:00 am - 2:00 am

Start time of event

11:00 am

End time of event

4:00pm

Description of area to be utilized for the special event

Inside the bakery around the sales floor area in front

AFFIDAVIT

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

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction

JOHN LESMEISTER

10/16/2022

I hereby certify that as the applicant, I

have the president's authorization to submit this application on their behalf.

Staff Use Only

Type of Liquor License Issued

--



Agenda Item Executive Summary

Item Name Creation of Class A Liquor License-
Atlas Chicken Shack LLC Committee
or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what
fund N/A

EXECUTIVE SUMMARY

Attached for your consideration is an Ordinance amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance. A new license in this class must be created before the license can be issued by the liquor commissioner.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 11/22/2022
Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Ordinance 2022-_____ an Ordinance Creating a Class A Liquor License.

Staff: Samuel Hughes, Senior Management Analyst Date: 11/22/2022

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: 11/22/2022
Re: Liquor License Creation Class A

Attached for your consideration is an ordinance amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance.

A new license in this class must be created before the license can be issued by the liquor commissioner.

Motion

I move to approve Ordinance 2022-____ an Ordinance Creating a Class A Liquor License.

ORDINANCE 2021-_____

AN ORDINANCE CREATING A CLASS A LIQUOR LICENSE

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

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

SECTION TWO: That Title 3 Section 3-3-2-1: "A" Shall be amended to read as follows:

3-3-2-1:A NUMBER ISSUED: THE NUMBER OF CLASS A
LICENSES SHALL BE LIMITED TO 21

SECTION THREE: SEVERABILITY

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

SECTION FOUR: REPEAL OF PRIOR ORDINANCES

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

SECTION FIVE: EFFECTIVE DATE

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 6, 2022

APPROVED: December 6, 2022

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022-_____ enacted on December 6, 2022 and approved on December 6, 2022 as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk



Agenda Item Executive Summary

Item Name Authorization to Purchase a 2023 Ford
Interceptor Utility Police Vehicle Committee
or Board Board

BUDGET IMPACT

Amount: \$40,858.00 Budgeted N/A

List what fund Vehicle Replacement Fund

EXECUTIVE SUMMARY

The police department is requesting authorization to purchase a 2023 Ford Utility Police Interceptor Vehicle through the Suburban Purchasing Cooperative Contract #204 to Currie Motors Fleet in Frankfort, Illinois. This vehicle would replace a 2020 Ford Interceptor Utility Police Vehicle that was deemed to be a total loss from a motor vehicle crash on July 1, 2022. IRMA issued the Village of Bartlett a check in the amount of \$38,825.00 to be used to replace the totaled police vehicle. The total price to replace this vehicle, including delivery is \$40,858.00. The vehicle would be purchased to maintain our fleet vehicle coverage for the patrol division. This vehicle is expected to be delivered in eight to ten months from when the order is placed with Currie Motors Fleet.

ATTACHMENTS (PLEASE LIST)

- Police Department Memorandum, Currie Motors Vehicle Proposal

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to purchase a 2023 Ford Utility Interceptor Vehicle through the Suburban Purchasing Cooperative Contract #204 in the amount of \$40,858.00 from Currie Motors Fleet in Frankfort, Illinois.

Staff: Geoffrey T. Pretkelis, Chief of Police

Date:
11/22/2022

POLICE DEPARTMENT MEMORANDUM
22-40

DATE: November 22, 2022

TO: Paula Schumacher, Village Administrator

FROM: Geoff Pretkelis, Chief of Police 

RE: FY 2022/2023 – Purchase of a 2023 Ford Interceptor Utility Police Vehicle

The Suburban Purchasing Cooperative, a joint purchasing program sponsored by the Northwest Municipal Conference (NWMC), DuPage Mayors & Managers Conference (DMMC), South Suburban Mayors and Managers Association (SSMMA), and Will County Governmental League (WCGL) that represents 144 municipalities and townships in northeastern Illinois, awarded Contract #204 to Currie Motors Fleet in Frankfort, Illinois for the 2023 Ford Interceptor Utility Police Interceptor Vehicle.

The police department is seeking approval to purchase a 2023 Ford Interceptor Utility Police Vehicle to replace a 2020 Ford Interceptor Utility Police Vehicle that was deemed to be a total loss from a motor vehicle crash on July 1, 2022. IRMA issued the Village of Bartlett a check in the amount of \$38,825.00 to be used to replace the totaled police vehicle. The total price to replace this vehicle, including delivery is \$40,858.00. The vehicle would be purchased to maintain our fleet vehicle coverage for the patrol division. This vehicle is expected to be delivered in eight to ten months from when the order is placed with Currie Motors Fleet.

MOTION: I move to purchase a 2023 Ford Utility Interceptor Vehicle through the Suburban Purchasing Cooperative Contract #204 in the amount of \$40,858.00 from Currie Motors Fleet in Frankfort, Illinois.

Prepared for: , Village of Bartlett

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320



Client Proposal

Prepared by:
THOMAS SULLIVAN
Office: 815-464-9200
Quote ID: bartlett
Date: 10/19/2022



Prepared for:

Village of Bartlett

Prepared by: THOMAS SULLIVAN

10/19/2022



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: bartlett

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$47,165.00
Packages		
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	N/C
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i>	-\$2,830.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included

Prepared for:

Village of Bartlett

Prepared by: THOMAS SULLIVAN

10/19/2022



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: bartlett

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	
Other Options		
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included
	<i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	
66C	Rear Lighting Solution	\$455.00
	Recommend using ultimate wiring package (67U).	
	<i>Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.</i>	
67V	Front & Rear Police Wire Harness Connector Kit	\$185.00
	<i>For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector.</i>	
43D	Dark Car Feature	\$25.00
	<i>Courtesy lamps disabled when any door is opened.</i>	
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	\$50.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
18D	Global Lock/Unlock Feature	N/C
	<i>Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with remote keyless entry.</i>	
59E	Keyed Alike - 1435x	\$50.00
55B	BLIS Blind Spot Monitoring w/Cross Traffic Alert	\$545.00
	<i>Includes: - Manual Fold-Away Mirrors w/Heat Without memory and without puddle lamps.</i>	
68B	Police Perimeter Alert	\$675.00

Prepared for:

Village of Bartlett

Prepared by: THOMAS SULLIVAN

10/19/2022



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: bartlett

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Now enables rearview camera image display in the rear view mirror option (87R) when Rear Camera on Demand (19V) is ordered. <i>Detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking.</i>	
76R	Reverse Sensing System	\$275.00
Emissions		
425	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
Exterior Color		
UM_01	Agate Black	N/C
Interior Color		
96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
SUBTOTAL		\$46,990.00
Destination Charge		\$1,495.00
TOTAL		\$48,485.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See

Prepared for:

Village of Bartlett

Prepared by: THOMAS SULLIVAN

10/19/2022



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: bartlett

Warranty

Standard Warranty

Basic Warranty

Basic warranty

36 months/36,000 miles

Powertrain Warranty

Powertrain warranty

60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty

60 months/unlimited

Roadside Assistance Warranty

Roadside warranty

60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty

96 months/100,000 miles

Prepared for:

Village of Bartlett

Prepared by: THOMAS SULLIVAN

10/19/2022



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320 | Quote ID: bartlett

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$47,165.00
Options	-\$175.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,495.00
Subtotal	\$48,485.00
<i>Discount Adjustments</i>	
Discount Adjustments	-\$7,627.00
Total	\$40,858.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See



Agenda Item Executive Summary

Item Name: Acceptance of Public Improvements for Bartlett Ridge Subdivision
Committee or Board: Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
<p>Attached is an ordinance to accept the public improvements for the Bartlett Ridge Subdivision on Naperville Road. The developer, William Ryan Homes, has submitted all required final documents to the Village. A set of Record Drawings has been received and is on file.</p> <p>Because the water main and other village utilities have been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period. A Bill of Sale for the water main has been included as well. The Village has received a cash bond of \$5600.00 for potential parkway tree replacements in the spring. Pending an inspection in 2023, this cash bond will be returned in part or in full based upon the results.</p>			
ATTACHMENTS (PLEASE LIST)			
Memo, PW Letter, Ordinance, Bill of Sale			
ACTION REQUESTED			

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I MOVE TO APPROVE ORDINANCE _____ ACCEPTING THE PUBLIC IMPROVEMENTS FOR BARTLETT RIDGE SUBDIVISION

Staff: Bob Allen, Village Engineer

Date: December 6, 2022

MEMORANDUM

To: Paula Schumacher, Village Administrator

From: Bob Allen, Village Engineer *BA*

Subject: Acceptance of Public Improvements for Bartlett Ridge Subdivision,
Naperville Road

Date: December 6, 2022

Attached is an ordinance to accept the public improvements for the Bartlett Ridge Subdivision on Naperville Road. The developer, William Ryan Homes, Inc. has submitted all required final documents to the Village. A set of Record Drawings has been received and is on file.

Because the water main and other village utilities have been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period. A Bill of Sale for the water main has been included as well. The Village has received a cash bond of \$5600.00 for potential parkway tree replacements in the spring. Pending an inspection in 2023, this cash bond will be returned in part or in full based upon the results.

Please place this ordinance on the next available agenda.

**MOTION: I MOVE TO APPROVE ORDINANCE _____ ACCEPTING THE
PUBLIC IMPROVEMENTS FOR THE BARTLETT RIDGE
SUBDIVISION**

December 6, 2022

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

Attn: Dan Dinges, Director of Public Works

**RE: VILLAGE ACCEPTANCE OF PUBLIC IMPROVEMENTS
BARTLETT RIDGE SUBDIVISION,
NAPERVILLE ROAD**

Please be advised that the public improvements have been completed for the Bartlett Ridge Subdivision on Naperville Road.

All punch list work, for items covered by the Site Plan Completion Letter of Credit, have been successfully completed. The Public Works Department has conducted final reviews and inspections of the utilities and other public improvements. As a result, it has been determined that the public improvements have been constructed in substantial conformance with the approved Final Engineering Plans and Specifications for Bartlett Ridge Subdivision. A check for \$5,600.00 from William Ryan Homes has been received by the Bartlett Finance Department and will be held over the winter for potential parkway tree replacements. The money will be returned in part or in full after inspection in the spring of 2023.

The developer, William Ryan Homes, Inc. has submitted all required final documents to the Village. A set of reproducible Record Drawings, showing the completed public improvements has been received. The public improvements consist of an extension of the Village's water main system, as well as erosion control, sanitary sewer, storm sewer and right-of-way work. Because this water main and other village utilities have been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period. A Bill of Sale for the water main has been included as well.

I recommend that the Village Board adopt an Ordinance accepting the public improvements at the Bartlett Ridge Subdivision on Naperville Road.

Sincerely,

Robert Allen, PE

Robert Allen, P.E.
Village Engineer

Attachment – Bill of Sale

cc: Lorna Giles, Village Clerk
Beth Urgo, Public Works
Sheryl Peterson, Permit Technician
Kristy Stone, Interim Director of PDS
Todd Dowden, Director of Finance
Bryan Mraz, Village Attorney

ORDINANCE 2022-

**AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS FOR
BARTLETT RIDGE SUBDIVISION**

WHEREAS, the Village Engineer has reported to the corporate authorities that the erosion control, water, sanitary, storm, detention and right-of-way work, (“the Public Improvements”) for the site known as the Bartlett Ridge Subdivision (“the Development”) were completed substantially in accordance with the plans and specifications therefore and the requirements of the Village Subdivision Ordinance on October 31, 2022 (“the Completion Date”) and that, the developer of the site, William Ryan Homes (“the Developer”) has presented evidence that all of the Public Improvements have been fully paid for; and

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

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

SECTION ONE: That the Village of Bartlett hereby accepts the Public Improvements for the Bartlett Ridge Subdivision.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

PASSED

APPROVED

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022- enacted on December 6, 2022 and approved on December 6, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

BILL OF SALE

**FOR THE WATER MAIN INSTALLED
AT THE**

INDUSTRIAL SITE

LOT NO. _____, Bartlett Ridge. SUBDIVISION

ADDRESS Highpoint Court and Naperville Road, Bartlett IL 60110

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

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

("the Property") being the Public Improvements for the _____ Industrial Site developed by the Seller in the Village of Bartlett.

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

IN WITNESS WHEREOF the Seller has signed and sealed, or caused this Bill of Sale to be signed and sealed, at Schaumburg, Illinois on October 28, 2022

Signed: [Signature]
President

Attest: Shannon Tate
Secretary

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS:

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

GIVEN under my hand and notarial seal this 28 day of Oct, 2022

Mary Maglio
Notary Public

My Commission Expires: _____





Agenda Item Executive Summary

Item Name Class A Liquor License Request- Atlas Chicken Shack LLC. Committee or Board Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
Attached for your consideration is a Liquor License application submitted by Atlas Chicken Schack LLC. The Class A allows for the retail sale of beer, wine and alcoholic liquor for consumption on their premises, Sunday through Thursday from 8:00 a.m. until 1:00 a.m. and 8:00 a.m. until 2:00 a.m. Friday and Saturday.			
ATTACHMENTS (PLEASE LIST)			
Staff Memo Dated 11/22/22 Class A Liquor License Application Proof of Insurance Surety Bond Floor Plan Copy of the Lease Articles of Incorporation Basset Training Certificate Memo from Police Department			
ACTION REQUESTED			

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class A Liquor License application submitted by Atlas Chicken Schack LLC.

Staff: Samuel Hughes Date: 11/22/2022
Senior Management Analyst

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: 11/22/2022
Re: Class A Liquor License Request- Atlas Chicken Shack LLC

Attached for your consideration is a Liquor License application submitted by Atlas Chicken Shack, LLC. 1048 Army Trail Rd., Bartlett, IL. 60103.

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

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

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

Motion

I move to approve the Class A Liquor License application submitted by Atlas Chicken Shack, LLC.



LQ-22-60

Liquor License

Status: Active

Date Created: Oct 17, 2022

Applicant

Lawrence Colburn
preservationbreadandwine@gmail.com



Business Information

Do you have or have you already submitted a general business license application?

No

Is this a renewal or new liquor license application?

New application

Name of Business (DBA)

Atlas Chicken

Entity Type

Limited Liability Company

Corporation or LLC Name

Atlas Chicken Shack LLC

Business Phone Number

773-208-6383

Primary Business Email Address

preservationbreadandwine@gmail.com

Federal Employer Identification Number

xx-xxx0264

Retailer Occupational/Sales Tax Number



Nature of Business

restaurant

Number of Employees

25

Floor Plan



Atlas-CD 3 (1).pdf

Uploaded by Lawrence Colburn on Oct 17, 2022 at 12:07 pm

Attach a copy of the Articles of Organization for the LLC

 ATLAS CHICKEN SHACK LLC 05644585.pdf
Uploaded by Lawrence Colburn on Oct 17, 2022 at 12:07 pm

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

Have you or will you be applying for a video gaming license?

No

A separate video gaming license application must be submitted.

LLC Members

Name

Lawrence Colburn

Residential Address

[REDACTED]

Role

Manager

Birth date

[REDACTED]

Percentage of interest held

100

Additional Business Information

Copy of Deed or Lease

 Atlas Chicken EXL.pdf
Uploaded by Lawrence Colburn on Oct 17, 2022 at 12:10 pm

Certificate of Registration

 Uploaded by ... on

Copy of County Health Permit

 To Whom It May Concern.docx
Uploaded by Lawrence Colburn on Oct 17, 2022 at 12:19 pm

Other Locations

511 south third st Geneva, IL 60134

Previous Addresses

N/A

Has your business license ever been revoked?

No

Criminal History

none

Municipal Violation History

none

Consumer Fraud Complaint

none

Specify the dollar value of goods, wares, and merchandise now on hand

0

Liquor License Application

Type of Liquor License Requested

Descriptions of the various liquor license types can be found at Barlett Municipal Code - Chapter 3

Class A

(https://codelibrary.amlegal.com/codes/bartlett/il/latest/bartlett_il/0-0-0-1583). If you have additional questions, call 630-837-0800.

Does applicant seek a liquor license on the premises as a restaurant?

Yes

If you will be operating as a restaurant, are the premises:

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

Yes

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

Yes

What is the seating capacity of the restaurant?

80

Has any manufacturer, distributor or importing distributor directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value, or any credit (other than merchandising credit in the ordinary course of business for a period not to exceed 30 days) or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business?

No

Is the applicant engaged in the manufacture of alcoholic liquors?

No

Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors?

No

Has any Officer, Director, or Manager of said Corporation or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of any felony under any Federal or State law?

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of a violation of any Federal, State or Local law within the last 10 years?

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of being the keeper of a house of ill fame, or of pandering or other crime or misdemeanor opposed to decency and morality?

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever permitted an appearance bond forfeiture of any of the violations mentioned above?

No

Has the Corporation (Applicant) or any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, made application for a similar license for this period for any premises other than those described above?

Yes

Name:
Lawrence Colburn

Location of premises:


Date of application
05/01/2022

Disposition of application:
Granted

Is any law enforcing Official, Mayor, Alderman, Member of the City Council or Commission, Member of the Village Board of Trustees, or member of a County Board, directly or indirectly interested in the business for which license is sought?

No

Name of Liquor Manager

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

Lawrence Colburn

Home address:

[REDACTED]

Position held by the Liquor Manager in the business

Owner

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

Yes

Has the Liquor Manager been fingerprinted by the Bartlett Police Department?

Yes

All Liquor Managers must be fingerprinted by the Bartlett Police Department before a license can be approved. Please have them complete the Liquor License Manager application and call 630-837-0800 to schedule their fingerprinting.

Date fingerprinted:

09/22/2022

Emergency Contacts

Please provide contact information of personnel that have keys to the business in case first responders need access to the building during non-business hours.

Primary contact

Lawrence colburn

Primary contact phone number

[REDACTED]

Secondary contact

Jason Oles

Secondary contact phone number

[REDACTED]

AFFIDAVIT

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as may be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code.

I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction

Lawrence Colburn
10/17/2022

The business applying for this license has a Certificate of Occupancy issued by the Village of Bartlett Planning & Development Services Department.



I hereby certify that as the applicant, I
am the owner of the business.

Staff Use Only

Text for License - Name long

--

Type of Liquor License Issued

--

Business Center

--

Text for License - Restrictions

--



Rider to Bond

Effective 10/18/2022, this rider is hereby attached to and made a part of Bond No. 2530682.
West Bend Mutual Insurance Company hereby agrees and gives consent to revise the information contained in the original bond as follows:

Name of Principal: Atlas Chicken Shack, LLC

Address of Principal: 1048 Army Trail, Bartlett, IL 60103

Name of Obligee: Village of Bartlett

Address of Obligee: 228 S Main St
Bartlett, IL 60103-4421

Effective Date: 10/18/2022

Expiration Date: 10/18/2023

Bond Penalty: \$ 2,000.00

Bond Type: License & Permit Compliance Bond

Type of Work: Liquor License Bond

PROVIDED, however, that the liability of the Surety as changed by this rider shall not be cumulative and that all other terms and conditions shall remain the same.

WEST BEND MUTUAL INSURANCE COMPANY

Name Typed Kevin A. Steiner



(seal)

Dated this 22nd day of November, 2022

Indicated Change: Name of Principal

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



Bond No. 2530682

POWER OF ATTORNEY

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

Kevin A. Steiner

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

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

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

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

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

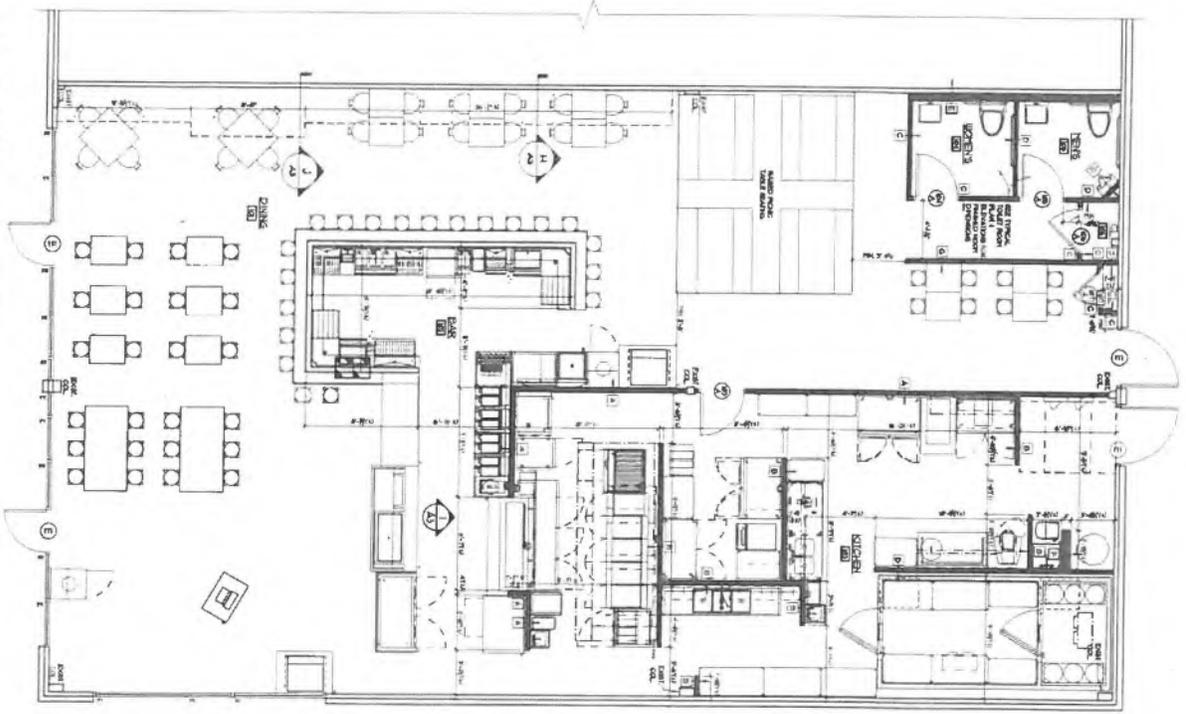
Signed and sealed at West Bend, Wisconsin this 22nd day of November, 2022.



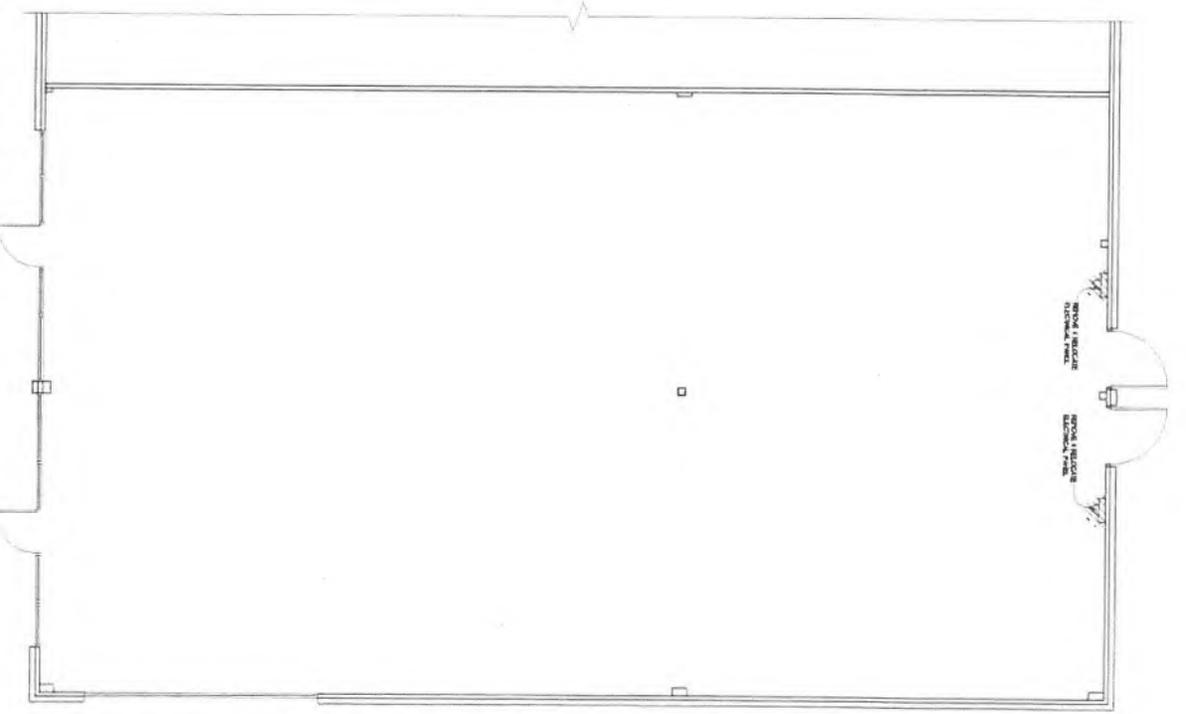
Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

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

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



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



<p>Sheet No. A3 of 5</p>	<p>DEMOLITION PLAN & FLOOR PLAN</p>	<p>BUILD-OUT FOR: ATLAS CHICKEN SHACK 604 S. RANDALL ROAD ELGIN, ILLINOIS 60123</p>	<p>TIM NELSON ARCHITECT, LTD. Custom Homes • Additions • Remodeling</p> <p>421 James Street • Elgin, IL 60120 Tel: (815) 297-5222 Fax: (815) 297-1155 www.TimNelsonArchitect.com</p>	<p>Project No. 12022</p> <p>Client Name TJL</p> <p>Architect Name Tim Nelson</p> <p>Date 10/17/12</p>
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SHOPPING CENTER LEASE

between

**59th & Army Trail LLC,
an Illinois limited liability company, Landlord**

and

ATLAS CHICKEN SHACK

**FDD LLC, d/b/a Atlas Chicken Shack and Social Bar,
Tenant**

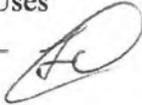
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EXHIBITS

- Exhibit A: Shopping Center Site Plan
- Exhibit B: Legal Description of Shopping Center
- Exhibit C: Design Criteria for Tenant's Signage
- Exhibit D: Description of Tenant's Work
- Exhibit E: Description of Landlord's Work – Intentionally Omitted
- Exhibit F: Rules and Regulations
- Exhibit G: Tenant Estoppel Certificate
- Exhibit H: Exclusive Uses
- ~~Exhibit I: Guaranty~~ 

SHOPPING CENTER LEASE

Je
22nd November

1. **Date and Parties.** This Lease is made on the 13th day of ~~September~~ 2021, by and between 59th & Army Trail LLC, an Illinois limited liability company ("Landlord"), and ~~TBD~~ LLC, dba Atlas Chicken Shack and Social Bar ("Tenant").

ATLAS Chicken Shack

2. **List of Exhibits.** The following exhibits attached to this Lease are incorporated by reference herein and are construed to be a part hereof:

- Exhibit A: Shopping Center Site Plan
- Exhibit B: Legal Description of Shopping Center
- Exhibit C: Design Criteria for Tenant's Signage
- Exhibit D: Description of Tenant's Work
- Exhibit E: Description of Landlord's Work – Intentionally Omitted
- Exhibit F: Rules and Regulations
- Exhibit G: Estoppel Certificate
- Exhibit H: Exclusive Uses
- Exhibit I: Guaranty

3. **Leased Premises Defined.** Landlord hereby leases to Tenant and Tenant hereby rents from Landlord that certain space ("Leased Premises"), containing approximately three thousand four hundred & thirty-two (3,432) square feet of floor area. The floor area of the Leased Premises and all other floor area determinations contemplated under the terms of this Lease shall be determined by Landlord's architect, which determination shall be binding on Landlord and Tenant. For purposes of this Lease, the floor area of the Leased Premises shall be deemed to include Tenant's Pro Rata Share (as defined herein) of the sprinkler room servicing the building in which the Leased Premises are located. Landlord reserves (i) the exclusive use of the exterior walls (other than storefronts), the roof, the airspace above the roof and the space below the floor slab; and (ii) the right to install, maintain, use, repair, and/or replace pipes, ducts, conduits and wires in the space above the interior surfaces of the ceilings, below the finished floor, within the demising walls of the Leased Premises and in all common areas of the Shopping Center (as hereinafter defined).

The location of the Leased Premises is cross-hatched and outlined in Yellow on Exhibit A attached hereto and is commonly known as 1048-1054 W Army Trail Road. The entire tract of land shown on Exhibit A and of which the Leased Premises are a part is legally described on Exhibit B attached hereto; such entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereinafter referred to as the "Shopping Center," and are commonly known as the Galleria of Bartlett.

4. **Lease Term/Minimum Rent Commencement/Rent Defined.** The term of this Lease ("Lease Term") shall commence on the date which is one hundred-fifty (150) days after the Business Opening Date (defined in Paragraph 6 of this Lease), such date hereinafter referred to as the "Term Commencement Date." The obligation of Tenant to pay Minimum Rent (as defined in Paragraph 8 of this Lease) shall commence and accrue as of and on the Term Commencement Date. The obligation of Tenant to pay its Pro Rata Share (as defined in Paragraph 17 of this Lease) of Real Estate Taxes (as defined in Paragraph 17 of this Lease), Insurance Payments (as defined in Paragraph 18 of this Lease) and Common Area Charges (as defined in Paragraph 19 of this Lease) shall commence and accrue as of the Term Commencement Date (the "Additional Rent Commencement Date"). All other obligations and liabilities imposed on Tenant under this Lease, other than payment of Rent as aforesaid, including, without limitation, those which shall accrue during the Lease Term, shall commence as of the Possession Date. The term of this Lease shall end on the last day of the fifth (5th) consecutive Lease Year (as that term is defined in Paragraph 7 of this Lease) following the Term Commencement Date, hereinafter referred to as the "Lease Expiration Date," unless terminated sooner as provided in this Lease or as extended pursuant to Paragraph 12 below. For all purposes under this Lease, "Rent" shall be deemed to mean, on a collective basis, Minimum Rent, Tenant's Pro Rata Share of Real Estate Taxes, Insurance Payments and Common Area Charges, and any and all other sums or payments, of any nature whatsoever, due from Tenant to Landlord under the terms of this Lease.

5. **Occupancy/Delivery of Possession.** Landlord agrees that it shall use reasonable efforts to deliver possession of the Leased Premises to Tenant on or before October 31st, 2021, or immediate with Tenant's contractors fulfilling Landlord's work with Landlord credit given to Tenant (the "Possession Date"). For all purposes of this Paragraph 5, Landlord shall be deemed to have "delivered possession" when Landlord has advised Tenant that possession of the Leased Premises is available to Tenant pending Tenant's delivery of the certificate of insurance required pursuant to Paragraph 28 below and the Estoppel Certificate described in this Paragraph 5. In the event that, for any reason or cause whatsoever, Landlord fails to deliver possession of the Leased Premises to Tenant on or before the Possession Date, Landlord shall not be subject to any liability for such failure, and the Possession Date shall be the date on which Landlord actually delivers possession of the Leased Premises to Tenant. It is understood and agreed that, in the event that Landlord delivers possession of the Leased Premises to Tenant prior to the Possession Date specified above in this Paragraph 5, then the Possession Date shall be deemed to be the actual date on which Landlord delivers possession of the Leased Premises to Tenant. It is further understood and agreed that, as of 12:01 a.m. on the Possession Date, and continuing throughout the Lease Term, the Tenant shall comply with, and perform, on a timely basis, all of the obligations and liabilities imposed on Tenant under the terms of this Lease, whether of a monetary or a nonmonetary nature. Notwithstanding anything contained in this lease to the contrary, tenant acknowledges and agrees that tenant is accepting the leased premises in "as-is", "where is" condition subject to "all faults", including but not limited to, both latent and patent defects of the leased premises and any and all systems or improvements located therein. Tenant hereby waives all warranties, express or implied, regarding the condition and use of the leased premises and any systems or improvements located therein, including but not limited to, any warranty of merchantability or fitness for a particular purpose. Concurrently with delivery of the Leased Premises to Tenant, Tenant shall execute and deliver to Landlord an Estoppel Certificate in the form attached to this Lease as Exhibit G and completed with all relevant dates based upon the terms and provisions of this Lease.

6. **Performance of Tenant's Work.** If Tenant is obligated to perform certain construction work in and to the Leased Premises as set forth in Exhibit D, then commencing on the Possession Date, Tenant shall expeditiously commence, perform, and diligently complete its obligations as described on Exhibit D. Tenant shall complete its work not later than ninety (90) days after the Possession Date or sooner. In the event that Tenant fails to timely satisfy its obligations as described on Exhibit D, Tenant shall cure the problem within thirty (30) days. Prior to the Additional Rent Commencement Date, Tenant shall furnish detailed evidence, satisfactory to Landlord, as to the cost of Tenant's work; that Tenant's work has been completed and paid for in full; and that any and all liens for such work that have been or may be filed, have been released or satisfied of record. In no event shall Tenant open for business until all of the evidence described in the immediately preceding sentence has been furnished to Landlord. Moreover, Tenant agrees that if business has not been opened one hundred and twenty (120) days following possession date, then the "Business Opening Date" will be deemed as said date.

7. **Lease Year.** The term "Lease Year," as referred to in this Lease, means a period of twelve (12) consecutive calendar months commencing on the Term Commencement Date; provided, however, if the Term Commencement Date does not occur on the first day of a calendar month, then the first Lease Year shall commence on the first day of the first calendar month after the Term Commencement Date. Each succeeding Lease Year shall commence upon the anniversary of the commencement date of the first Lease Year.

8. **Minimum Rent.** Tenant agrees to pay to Landlord as "Minimum Rent", without notice or demand or setoff of any kind, the monthly sum as set forth in Paragraph 9 below, in advance, on or before the first day of each and every successive calendar month during the Lease Term, except the first month's Minimum Rent shall be paid upon the execution of this Lease. Rent and other charges to be paid to Landlord under this Lease for any period less than one (1) month shall be a prorated-on a per diem basis. All Rent and other charges due under this Lease shall be payable to 59th & Army Trail, LLC at 1307 Schiferl Road, Bartlett, Illinois 60103, or at such other place as Landlord may from time to time designate in writing.

9. **Minimum Rent Amounts & Tenant Improvement Allowance.** Minimum Rent shall be payable during the Lease Term as follows:

<u>Effective Period:</u>	<u>PSF Rent:</u>	<u>Monthly Minimum Rent:</u>	<u>Annual Minimum Rent:</u>
Lease Year 1	\$21.50	\$6,149.00	\$73,788.00
Lease Year 2	\$21.85	\$6,249.10	\$74,989.20
Lease Year 3	\$22.21	\$6,352.06	\$76,224.72
Lease Year 4	\$22.57	\$6,455.02	\$77,460.24
Lease Year 5	\$22.94	\$6,560.84	\$78,730.08

Tenant Improvement Allowance has been hereby agreed to by both parties at \$20.00 psf (\$68,640.00). Tenant Improvement Allowance is to be repaid in equal monthly payments along with monthly rents over the primary terms of this lease (60 monthly payments equal to \$1,144.00). This has been included in above rent calcs. *\$17.50 psf base rent was used as basis for 2% escalations, not \$21.50 psf.*

10. **Expenses are NNN.**

11. **Security Deposit.** Concurrently with Tenant's execution of this Lease, Tenant will deposit with Landlord the sum of Six Thousand Nine Hundred and Seventy-Eight and No/100 Dollars (\$6,798.00). Such sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds but may commingle the security deposit with Landlord's own funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit, or any balance thereof, shall be promptly returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) following expiration of the Lease Term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest and shall have no further liability with respect thereto. Upon such transfer, Tenant shall look solely to the new landlord or lender for the return of the security deposit and the provisions hereof shall apply to every transfer or assignment made of the security deposit to a new landlord. Tenant shall not assign or encumber or attempt to assign or encumber the security deposit and neither Landlord nor its successors or assigns shall be bound by any such assignment or attempted assignment, or encumbrance. Notwithstanding anything to the contrary contained in this Paragraph 11, if any claims of Landlord exceed the amount of the Security Deposit, Tenant shall remain liable for the balance of such claims. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the security deposit shall be applied first to the payment of Rent due Landlord for all periods prior to the filing of such proceedings.

12. **Options to Renew.** Tenant shall have and is hereby granted the option to extend the term of this Lease for three (3) additional periods of five (5) years each upon the same terms, conditions and rental contained in this Lease, except that, in lieu of the Minimum Rent due and payable during the original term of this Lease or the option period, as the case may be, the Minimum Rent shall be payable in such amounts as are set forth in Paragraph 13 of this Lease. Tenant must notify Landlord, in writing, and by certified mail, return receipt requested, of its election to exercise its option to extend the Lease Term at least one hundred and twenty (120) days prior to the expiration of the original Lease Term or any option period, as the case may be. The renewal options set forth in this Paragraph 12 cannot be exercised by Tenant unless (i) Tenant is current in its payments of all installments of Minimum Rent, Common Area Charges, Real Estate Taxes and Insurance Payments and any other charges due under this Lease; and (ii) Tenant is in occupancy and conducting business from the Leased Premises, and (iii) Tenant is not otherwise in default under any of the covenants and obligations contained in this Lease.

13. **Option Period Minimum Rent Amounts.** Minimum Rent shall be payable during the option periods hereof as follows:

<u>Effective Period:</u>	<u>PSF Rent:</u>	<u>Monthly Minimum Rent:</u>	<u>Annual Minimum Rent:</u>
Lease Year 6	\$19.32	\$5,525.52	\$66,306.24
Lease Year 7	\$19.71	\$5,637.06	\$67,644.72
Lease Year 8	\$20.10	\$5,748.60	\$68,983.20
Lease Year 9	\$20.50	\$5,863.00	\$70,356.00
Lease Year 10	\$20.91	\$5,980.26	\$71,763.12
Lease Year 11	\$21.33	\$6,100.38	\$73,204.56
Lease Year 12	\$21.76	\$6,223.36	\$74,680.32
Lease Year 13	\$22.20	\$6,349.20	\$76,190.40
Lease Year 14	\$22.64	\$6,475.04	\$77,700.48
Lease Year 15	\$23.09	\$6,602.07	\$79,244.88
Lease Year 16	\$23.55	\$6,735.30	\$80,823.60
Lease Year 17	\$24.02	\$6,869.72	\$82,436.64
Lease Year 18	\$24.50	\$7,007.00	\$84,084.00
Lease Year 19	\$24.99	\$7,147.14	\$85,765.68
Lease Year 20	\$25.49	\$7,290.14	\$87,481.68

14. **Use.**

(a) Subject to Tenant's compliance with the exclusive uses set forth on Exhibit H that have been granted by Landlord prior to the date of this Lease, Tenant shall use the Leased Premises for a Fast Casual Restaurant Specializing in the sale of Fried Chicken Tenders, Sandwiches and Bowls alongside the Social Bar offerings including craft cocktails, wine, and beer, and the establishment at the Leased Premises so long as it is licensed by all applicable governmental bodies, including, but not limited to, the Village of Bartlett (collectively, the "Permitted Use"), and shall not use or permit the Leased Premises to be used for any other purpose without the prior written consent of Landlord, it being acknowledged and agreed by Tenant that Landlord shall not be deemed to have unreasonably withheld its consent to any changed use if such changed use would (x) violate any exclusive uses that may have been granted by Landlord prior to, or after the date of this Lease, (y) compete with any then existing use or operation of any other tenants or occupants of the Shopping Center, or (z) otherwise violate any terms or provisions of this Lease. Tenant shall not do or permit anything to be done in or about the Leased Premises nor bring or keep anything therein which is not within the permitted use of the Leased Premises or which will in any way increase the existing rate of, or affect, any fire or other insurance policy for the building of which the Leased Premises are a part or any of its contents, or cause a cancellation of any insurance policy covering said building, or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center or injure or annoy them or use or allow the Leased Premises to be used for any improper, immoral, unlawful, or objectionable purpose; nor shall

Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises. No use shall be permitted in the Shopping Center which is inconsistent with the operation of a first-class retail Shopping Center. Tenant shall not commit, or allow to be committed, any waste in or upon the Leased Premises.

(b) No merchandise, equipment or services, including, but not limited to, vending machines and similar items, shall be displayed, offered for sale or lease, or stored within the common areas of the Shopping Center; provided, however, that the foregoing prohibition shall not be applicable to temporary Shopping Center promotions, except that no promotional activities will be allowed in the common areas of the Shopping Center without the prior written approval of the Landlord which approval may be withheld by Landlord in its sole and absolute discretion, and which may require third party approval. Landlord makes no representation or warranty, of any nature or kind, concerning Landlord's ability to obtain such third-party consent. Tenant shall be responsible, at Tenant's sole cost and expense, for cleaning up and restoring any damage to the sidewalk caused by the display and sale of merchandise.

(c) VOID

(d) During the Lease Term, Landlord shall not lease any portion of the Shopping Center, other than the Leased Premises, to a Competing Business (as defined herein) (the "Exclusive Use Protection"). "Competing Business" shall mean a business that uses all or any portion of its premises in the Shopping Center for the Exclusive Use, excluding any business occupying premises directly or (as an assignee, sublessee, or concessionaire) indirectly under a Permitted Lease (as defined herein); provided, however, Landlord shall not consent to or approve of any change in the use contained in a Permitted Lease which violates the Exclusive Use. A "Permitted Lease" shall mean a lease that was executed prior to the execution of this Lease (a "Prior Lease"), a renewal or extension of a Prior Lease, or a new lease that is executed by a business that leased or occupied premises in the Shopping Center directly or indirectly under a Prior Lease (provided that in the case of a new lease, such new lease does not grant greater rights to use the leased premises for the Exclusive Use than did the Prior Lease). The Exclusive Use Protection shall automatically become null and void if: (i) Tenant defaults under this Lease and the default continues for thirty (30) days after written notice from Landlord, or (ii) the Leased Premises cease to be used for the Exclusive Use. Notwithstanding anything contained in this Lease to the contrary, Landlord shall have no obligation to inspect other tenants for violations of the Exclusive Use Protection. Furthermore, if a tenant in the Shopping Center operates a use which violates the Exclusive Use Protection or causes Landlord to violate the Exclusive Use Protection ("Violating Tenant"), Landlord shall send a written demand to such Violating Tenant to cease and desist such violation, and in the event such Violating Tenant does not cease such violation within sixty (60) days of the delivery of the demand letter, then Landlord shall ONLY be obligated to use commercially reasonable efforts to seek injunctive relief to enjoin or restrain such Violating Tenant from violating the Exclusive Use Protection (or arbitration, if required by such Violating Tenant's lease or occupancy agreement), and provided Landlord is pursuing injunctive relief in a commercially reasonable manner, then Landlord shall not be deemed to be in violation of its obligations under this Paragraph 14(d), and further provided that Landlord shall not be required to appeal any adverse decision denying such injunctive relief. Landlord understands and acknowledges that any act in violation of the Exclusive Use would cause irreparable harm to Tenant's business and that this provision is an essential condition of Tenant entering into this Lease, and tenant shall have any and all remedies under applicable law for any

uncured violation of its Exclusive Use, including, but not limited to, the right to terminate this Lease.

15. **Compliance with Law.** Tenant shall not use the Leased Premises or permit anything to be done in or about the Leased Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with and shall take all actions necessary to cause the Leased Premises to comply with all laws, statutes, applicable building codes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to, or affecting, the condition, use or occupancy of the Leased Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant (whether Landlord be a party thereto or not), that Tenant has violated any law, statute, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

16. **Covenant to Operate.** Throughout the entire Lease Term and any extensions thereof, Tenant shall continuously conduct and carry-on Tenant's business in the Leased Premises and shall keep the Leased Premises open for business and cause Tenant's business to be conducted therein during those business hours specified in the Rules and Regulations attached to this Lease. Tenant shall keep the Leased Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct Tenant's business in accordance with sound business practices. Tenant hereby covenants and agrees that it shall conduct its labor relations and its relations with its employees and agents in such a manner as to avoid all strikes, picketing and boycotts of, on, or about the Leased Premises and the Shopping Center. Tenant further covenants and agrees that, if any of its employees or agents strike, or if picket lines or boycotts or other visible activity objectionable to Landlord are established or conducted or carried out against Tenant or its employees or agents, or any part of them, in or about the Leased Premises or the Shopping Center, Tenant shall, upon Landlord's request, immediately close the Leased Premises to the public and remove all employees from the Leased Premises until the dispute giving rise to such strike, picket line, boycott, or objectionable activity has been settled to Landlord's satisfaction. Because of the difficulty or impossibility of determining Landlord's damages which would result from Tenant's failure to continuously operate the Leased Premises on all business days in accordance with all of the provisions of this Paragraph 16. In addition to all other remedies available to Landlord under the terms of this Lease, Landlord shall have the right to obtain specific performance by Tenant of its covenant and continuous operation set forth in this Paragraph 16.

17. **Real Estate Tax Reimbursement.**

(a) From and after the Additional Rent Commencement Date, Tenant shall pay to Landlord, as additional rent, its Pro Rata Share (as hereinafter defined) of Real Estate Taxes (as hereinafter defined) relating to the Shopping Center for each calendar year commencing in the calendar year in which the Additional Rent Commencement Date occurs and continuing thereafter through the Lease Term Expiration Date, except that the amount of such Real Estate Taxes for the calendar years during which the Additional Rent Commencement Date occurs and the Lease Term ends shall be adjusted pro rata between Landlord and Tenant on the basis of the

number of days in the Lease Term falling within said calendar years. An amount equal to 1/12th of Tenant's Pro Rata Share of Landlord's estimate of current Real Estate Taxes shall be paid by Tenant in advance from and after the Additional Rent Commencement Date and continuing thereafter throughout the Lease Term on the first day of each calendar month and a proportionate sum for partial months, if any, at the beginning and end of the Lease Term. Said Real Estate Tax payments are to be estimated by Landlord and in the event, Landlord is required under any mortgage covering part or all of the Shopping Center to escrow Real Estate Taxes, Landlord may use the amount required to be so escrowed as the basis for its estimate. Said estimated payments may be increased or decreased from time to time during any calendar year based upon Landlord's reasonable determination. Upon receipt of the actual tax bills, Landlord shall notify Tenant of the actual amount due from Tenant. Any amount actually paid by Tenant which exceeds Tenant's Pro Rata Share shall be credited against the next succeeding monthly payments of Tenant's Pro Rata Share of Real Estate Taxes due pursuant to this Paragraph 17. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) days of receipt of notice by Landlord. Tenant further agrees that Landlord may include all costs and expense, incurred by Landlord, with respect to any efforts on the part of Landlord or Landlord's representatives to minimize, reduce, protest, negotiate, or adjust any real estate tax bill, tax assessment, or assessed valuation with regard to the Shopping Center including, without limitation, the cost of appraisals, witness fees, and attorney's fees. Tenant's obligation for payment of Real Estate Taxes shall survive the expiration or earlier termination of the Lease Term. Notwithstanding anything to the contrary contained in this Lease, in no event, and under no circumstances, shall Tenant have any right to contest or protest any Real Estate Taxes or other taxes levied and assessed against the Shopping Center or the Leased Premises during the Lease Term or any extension thereof. Landlord shall provide Tenant with a copy of the yearly property tax bill in connection with the Shopping Center.

(b) For purposes of this Lease, the following terms shall have the meaning as specified in this subparagraph 17(b).

(i) "Floor Area" shall mean the actual number of square feet of space contained on the ground floor within a building or leased premises.

(ii) "Real Estate Taxes" shall mean and include all real estate taxes, assessments, special taxes, and other governmental impositions and charges of every kind and nature whatsoever (except income, franchise, capital stock, federal and state estate and inheritance taxes and taxes based upon receipt of rentals, unless enacted in lieu of Real Estate Taxes), extraordinary as well as ordinary, foreseen and unforeseen, present or future, and each and every installment thereof which shall or may, during the Lease Term, become due and payable or arising in connection with, the use, occupancy, or possession of, or due or payable out of or for, the Shopping Center or any part thereof. The amount of Real Estate Taxes attributable to any calendar year of the Lease Term shall be the amount of Real Estate Taxes payable with respect to such year, it being the express intention of the parties that Real Estate Taxes be passed through to Tenant on an accrual basis.

(iii) "Pro Rata Share" shall mean a fraction, the numerator of which is the Floor Area of the Leased Premises, and the denominator of which is the total Floor Area contained in all buildings located on the Shopping Center.

18. **Insurance Reimbursement.** Tenant shall pay to Landlord, as additional rent under this Lease, its Pro Rata Share of "Insurance Payments" (as hereinafter defined), from and after the Additional Rent Commencement Date and continuing thereafter throughout the Lease Term, promptly without demand, in an amount to be estimated by Landlord and to be adjusted periodically, based upon Landlord's actual Insurance Payments. An amount equal to 1/12th of Tenant's Pro Rata Share of Landlord's estimate of the current Insurance Payments shall be payable in advance during the Lease Term, on the first day of each calendar month and a proportionate sum for partial months, if any, at the Additional Rent Commencement Date and at the end of the Lease Term; provided, however, that, in the event that at any time during the Lease Term, Landlord's insurer requires that Landlord prepay any insurance premiums in a "lump-sum" payment then Tenant shall be obligated to pay its Pro Rata Share of the sum specified in that bill within ten (10) days of Landlord's delivery of such billing statement to Tenant. The term "Insurance Payments" shall be deemed to mean all items of cost and expense incurred in order to keep the Shopping Center fully insured, with insurance coverage deemed necessary and appropriate by Landlord, in its sole discretion, including, but not limited to, the cost of the premiums for all risk fire insurance (with extended coverage endorsements) placed on a full replacement cost basis with no deduction for depreciation; public liability insurance; property damage insurance; rent loss insurance; and any other costs incurred in the placing of said insurance, but excluding any costs of insuring the common areas, to the extent that such costs have been included in the Common Area Charges (defined below). Tenant's Insurance Payment may be increased or decreased from time to time during any calendar year based upon Landlord's reasonable determination. Subsequent to Landlord's receipt of the actual insurance bills, Landlord shall furnish Tenant a statement of Tenant's actual Pro Rata Share of the insurance charges. Any amount actually paid by Tenant which exceeds the actual amount due from a Tenant shall be credited against the next succeeding monthly payments due pursuant to this Paragraph 18. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) days of receipt of Landlord's statement. Tenant's obligation for payment of its Pro Rata Share of Insurance Payments shall survive the expiration or earlier termination of the Lease Term. Tenant shall not violate, or permit the violation of, any condition imposed by any insurance policy issued in respect of the Leased Premises and/or the Shopping Center and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Leased Premises, which would (a) subject Landlord, any Superior Lessor, any Superior Lessee or any Superior Mortgagee (as those terms are defined in Paragraph 54 below), to any liability or responsibility for personal injury or death or property damage; (b) which would increase any insurance rate in respect of the Leased Premises, the Shopping Center or the property therein over the rate which would otherwise then be in effect; (c) which would result in insurance companies of good standing refusing to insure the Leased Premises, the Shopping Center or the property therein, in

amounts reasonably satisfactory to Landlord; and (d) which would result in the cancellation of or the assertion of any defense by the insurer, in whole or in part, to claims under any policy of insurance with respect to the Leased Premises, the Shopping Center or the property therein. If, by reason of any failure of Tenant to comply with any provision of this Lease, the premiums on Landlord's insurance on the Leased Premises, the Shopping Center and/or property therein shall be higher than they otherwise would be, Tenant shall reimburse Landlord, on demand, for that part of such premiums attributable to such failure on the part of the Tenant.

19. **Common Area Charge.** From and after the Additional Rent Commencement Date, and continuing thereafter throughout the Lease Term, Tenant shall promptly pay to Landlord, without demand and as additional rent under this Lease, its Pro Rata Share of Common Area Charges (as hereinafter defined) in an amount to be estimated by Landlord and to be adjusted periodically based upon Landlord's actual cost and expense. An amount equal to 1/7th of Tenant's Pro Rata Share of Landlord's estimate of the current Common Area Charges shall be payable in advance from and after the Additional Rent Commencement Date and continuing thereafter throughout the Lease Term on the first day of each calendar month and a proportionate sum for partial months, if any, at the beginning and end of the Lease Term.

As used in this Lease, the term "Common Area Charges" means the total of all items of cost and expense expended (including, but not limited to, appropriate reserves) in operating, managing, equipping (including, without limitation, seasonal promotions and displays), protecting, policing, lighting, repairing, replacing, maintaining and insuring the common areas of the Shopping Center and all facilities located in said common areas and all common areas and buildings located on the Shopping Center in a safe, attractive and good state of repair and condition, including, without limitation, all charges allocated to the Shopping Center pursuant to any document of record. Common Area Charges shall include, but not be limited to, all costs and expenses for or pertaining to the following: (i) maintaining, cleaning and replacing all paved surfaces and curbs in a smooth and evenly covered condition, including, without limitation, replacement of base, skin patching, sweeping, restripping, resealing and resurfacing (for the purpose of this section, an overlay of the drive and parking areas shall be considered a maintenance item); (ii) periodic removal of all papers, debris, filth, refuse, ice and snow, including sweeping to the extent necessary to keep the common areas in a first-class, clean and orderly condition, it being acknowledged that all sweeping shall be performed at appropriate intervals during such times as shall not unreasonably interfere with the conduct of business or use of the common areas by persons intending to conduct business with occupants of the Shopping Center; (iii) placing, cleaning, keeping in repair, replacing and repainting any appropriate directional signs or markers, including any handicapped parking signs; (iv) operating, maintaining, cleaning and replacing common area lighting facilities, including lamps, ballasts and lenses; (v) maintaining all landscaped areas, including landscaping and planters adjacent to exterior walls of buildings, in an attractive and thriving condition, and replacing shrubs and other landscaping as necessary and operating, maintaining and repairing the irrigation system servicing the Shopping Center; (vi) maintaining, cleaning, replacing and repairing any and all common utility lines, including without limitation, any on-site and off-site detention systems, ponds and easements benefiting the Shopping Center; (vii) keeping the common areas free from any obstruction including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this Lease;

(viii) providing professional supervisory personnel for the common areas, if reasonably required; (ix) supervision of traffic at entrances and exits to the Shopping Center and within the Shopping Center as conditions reasonably require in order to maintain an orderly and proper traffic flow; (x) electrical costs allocated to Landlord for the operation of off-site traffic signals benefiting the Shopping Center; (xi) painting; (xii) servicing, maintaining, replacing and monitoring any fire sprinkler system; (xiii) any alterations, additions or improvements required to be made to the common areas or the buildings in order to comply with applicable laws; (xiv) all other items necessary to keep the common areas and buildings in a state of good and sanitary repair and in compliance with all applicable laws; (xv) the cost of maintaining and operating (including, without limitation, electrical costs) any monument sign for the Shopping Center; and (xvi) the cost of insurance required under, and carried pursuant to, the terms of this Lease. Common Area Charges shall also include administrative charges in an amount equal to ten percent (10%) of the total costs of operating and maintaining the common areas (exclusive of such administrative charges), and such other costs as Landlord may reasonably determine are required for the proper maintenance of the common areas and the facilities located in said common areas. Said estimated payment for Common Area Charges may be increased or decreased, from time to time during any calendar year, based upon Landlord's reasonable determination. Following the end of each calendar year, Landlord shall furnish Tenant with a reasonably detailed statement of the actual Common Area Charges expended by Landlord during that immediately preceding calendar year. Any amount paid by Tenant which exceeds the aforesaid amount due shall be credited against the next succeeding payments due pursuant to this Paragraph 19, or, if after the expiration of the Lease Term, promptly refund the same to Tenant. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) days of receipt of notice by Landlord. Tenant's obligation for payment of Common Area Charges shall survive the expiration or earlier termination of the Lease Term.

20. **Landlord Repair Responsibility.** Landlord shall repair and maintain the structural portions of the Leased Premises, including the exterior walls and roof, unless the need for such maintenance and repairs is caused, in part or in whole, by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such repairs or maintenance is given to Landlord by Tenant. There shall be no abatement of Rent, and no liability of Landlord by reason of any injury to, or interference with, Tenant's business arising from the making of any repairs, alterations, or improvements in or to any portion of the Shopping Center or the Leased Premises or in or to fixtures, appurtenances, and equipment therein. The provisions of this section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain. Landlord shall not be obligated to make repairs, replacements, or improvements of any kind in or to the Leased Premises, or any equipment, facilities or fixtures contained therein, which are the responsibility of Tenant.

21. **Tenant Repair Responsibility.** Tenant shall, at Tenant's sole cost and expense, keep the Leased Premises and every part thereof in good condition and repair (except as otherwise specifically provided in Paragraph 20 with respect to Landlord's responsibilities) including, without limitation, the maintenance, replacement and repair of any storefront, signage (as contemplated or required pursuant to Paragraph 33 below), doors, doorways, locks, window

casements, glazing, plumbing, pipes, electrical wiring and conduits, and heating, ventilating and air-conditioning systems (collectively "HVAC Systems"). Tenant shall obtain, at Tenant's expense, and shall maintain throughout the Lease Term and any extensions thereof, a service contract, with a contractor reasonably acceptable to Landlord, for the repair and maintenance of said HVAC Systems, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Tenant shall deliver a copy of said contract to Landlord prior to the Additional Rent Commencement Date. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Leased Premises to Landlord in good condition and broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to the Leased Premises or adjacent premises caused by Tenant's use of the Leased Premises shall be immediately repaired, to Landlord's satisfaction, at the sole cost and expense of Tenant. If Tenant refuses or neglects to commence and to complete any or all of the repairs, replacements or maintenance required under this Lease promptly and adequately, Landlord may, but shall not be required to, make and complete said repairs and Tenant shall pay the cost thereof, together with a twenty percent (20%) administrative expense, to Landlord, upon demand, as additional rent under this Lease.

22. **Tenant Alterations.** Except as otherwise specifically provided in this Lease, Tenant shall not, at any time during the Lease Term, make any alterations, decorations, additions, or improvements to the Leased Premises (hereinafter collectively referred to as "Alterations"), without Landlord's prior written consent, which shall not be unreasonably withheld. In the event that Landlord consents to the performance of any such Alterations, Landlord may impose on Tenant whatever requirements or conditions Landlord may deem appropriate in connection with the performance of such Alterations (e.g., insurance, performance bond, lien waivers, plans and specifications, use of licensed contractor, permits and licenses).

23. **Landlord Alterations & Additions.** Landlord hereby reserves the right, at any time and from time to time, to make changes, alterations, or additions to, or subdivisions of, the Shopping Center, its parking lot, and other common areas, including, but not limited to, construction of additional buildings and improvements, or to change the dimensions of the Shopping Center. Landlord may, in its sole discretion, change the number, locations and dimensions of the buildings, the premises therein, the driving lanes, driveways, walkways, parking spaces and other improvements. Landlord also reserves the right, from time to time, to construct other buildings, structures, kiosks, or improvements, including, but not limited to, surface, elevated or double-deck parking facilities, in the Shopping Center and temporary scaffolds and other aids to construction.

24. **Parking & Common Areas.** Landlord shall make available, from time to time, such areas, and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate. Landlord will provide a sufficient number of non-exclusive parking stalls (including required handicapped parking) to comply with applicable governmental requirements and to reasonably meet Tenant's needs considering Tenant's intended use of the Leased Premises, not to exceed governmental code requirements. Landlord shall operate, manage, equip, light, insure, secure, repair and maintain the common area and facilities for their intended purposes in such manner as Landlord shall, at its sole discretion, deem appropriate, and may, from time to time, change the size of, and move and remove such installations. Landlord shall have the right to close the common area or any part thereof, for repairs on such days or during such hours as Landlord shall, at its sole discretion, determine. Tenant and its permitted

concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the common areas as designated from time to time by Landlord, subject to such reasonable regulations as Landlord may from time to time impose, including, but not limited to, the designation of specific areas in which cars owned by Tenant, its permitted concessionaires, officers, employees and agents must be parked. Tenant is granted the exclusive use of the farthest south parking spaces of the East Parking Lot, in the striped area closest to the building, collectively known as "Exclusive Parking Stalls". The Exclusive Parking Stalls are highlighted in pink on Exhibit A.

25. **Utilities.** Tenant shall pay for all water, gas, electric, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Leased Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion, to be determined by Landlord, of all charges jointly metered with other premises. Tenant shall pay all electric charges for its exterior signs. Landlord shall not be liable for any interruptions or curtailment in utilities and Tenant shall not be entitled to any damages resulting from such failure, nor shall such failure relieve Tenant of the obligation to pay all sums due under this Lease or be construed as a constructive or other eviction of Tenant.

26. **Liens.** Tenant shall not cause or permit any mechanic's lien to be filed against the Leased Premises or the Shopping Center by reason of, or due to, or as a result of, any work, labor, services, or materials performed at, or furnished to, the Leased Premises, to Tenant, or to anyone holding the Leased Premises through or under Tenant. If any such mechanic's lien shall at any time be filed, Tenant shall immediately cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise; provided, however, that Tenant shall have the right to contest any and all such liens provided security which is satisfactory to Landlord, in its sole discretion, is deposited with Landlord and such lien is dismissed within sixty (60) days from the filing date of said lien. Subject to the immediately preceding sentence, in the event that Tenant fails to cause any such lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord, together with all costs and expenses (including, but not limited to, reasonable attorney's fees), incurred by Landlord in procuring the discharge of such lien, shall be deemed to be additional rent and shall immediately become due and payable by Tenant to Landlord on the first day of the next following month.

27. **Hold Harmless - Indemnity.**

a. **By Tenant.** Tenant shall, and does hereby, indemnify, protect, defend and hold harmless Landlord, Landlord's mortgagee, Landlord's beneficiaries and their respective partners, agents and employees against and from any and all claims, damages, liabilities, obligations, losses, causes of action, costs and expenses (including, but not limited to, attorneys' fees and court costs) suffered or incurred by any or all of the indemnified parties and arising from or as a result of, (a) Tenant's use of the Leased Premises, or from the conduct of its business, or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the

Leased Premises; (b) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; or (c) any act or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and in case any action or proceeding be brought against any or all of the indemnified parties by reason of (a), (b) or (c) above, then Tenant, upon notice from an indemnified party, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises, from any cause other than Landlord's negligence or misconduct, Tenant shall give prompt notice to Landlord in case of casualty or accidents in or about the Leased Premises.

b. By Landlord. Landlord shall, and does hereby, indemnify, protect, defend, and hold harmless Tenant from any claim or loss by reason of accident or damage to any person or property happening on any Common Area (including without limitation, parking area, sidewalks, ramps, and service areas) of the Shopping Center, except for those claims or losses due to the negligence of Tenant, and for occurrences in the Leased Premises which are caused by the negligence of Landlord.

28. **Insurance to be Maintained by Tenant.** Tenant shall, at its sole cost and expense, at all times during the Term (and any extensions thereof) obtain and pay for and maintain in full force and effect the following insurance policy or policies:

(c) **"All-Risk" Property Coverage.** "All Risk" or "Special Cause of Loss" (including, but not limited to, earthquake and flood, but only in the event that Landlord specifically requires such coverage) property insurance on a replacement cost basis, covering all of the Tenant's personal property, merchandise, trade fixtures, furnishings and equipment, and all leasehold improvements installed in the Leased Premises by, or on behalf of, Tenant in an amount not less than the full replacement cost of all such property. The total amount of the deductible required under the policy(ies) providing such coverage shall be no more than \$10,000.00 per loss.

(d) **Loss of Income.** "All-Risk" or "Special Cause of Loss" (including, but not limited to, earthquake and flood), loss-of-income insurance in an amount sufficient to assure that the Landlord shall recover the loss of any rental income due and owing to Landlord from Tenant under the terms of this Lease, which coverage shall provide such protection to Landlord for a period of not less than twelve (12) consecutive months. The total amount of a deductible required under the policy providing such coverage shall be no more than \$10,000.00 per loss. Landlord and any other parties designated by Landlord (including, but not limited to, its beneficiary, its general partners, and its managing agent) shall be included as loss payee(s).

(e) **Liability Coverage.** Commercial general public liability and comprehensive automobile liability and, if necessary to comply with any conditions of this Lease, umbrella liability insurance, covering Tenant against any claims arising out of liability for bodily injury and death and personal injury and advertising injury and property damage occurring in and about the Leased Premises, and/or the Building and otherwise resulting from any acts and operations of Tenant, its agents and employees, with limits of not less than a total combined single limit of \$2,000,000.00 per occurrence and \$2,000,000.00 annual general aggregate, per location. The total amounts of a deductible or otherwise self-insured retention with respect to such coverage shall be not more than \$10,000.00 per occurrence. Such insurance shall include, inter alia:

(i) "occurrence" rather than "claims made" policy forms; (ii) all insurable liability assumed by the Tenant under the terms of this Lease; (iii) premises medical expenses in an amount not less than \$5,000.00 per person, per accident; (iv) the Landlord and any other parties designated by Landlord (including, but not limited to, its beneficiary, its general partners and its managing agent) shall be designated as additional insured(s); and (v) severability of insured parties. Landlord shall have the right, at Landlord's option, to increase the amount of liability coverage one time during each five (5) year period during the term of this Lease, to cause the same to comply with the then current shopping center industry standard.

(f) Workers' Compensation Coverage. Workers' compensation and employer's liability insurance in the state in which the Leased Premises and any other operations of the Tenant are located and any other state in which the Tenant or its contractors or subcontractors may be subject to any statutory or other liability arising in any manner whatsoever out of the actual or alleged employment of others. The total limits of the employer's liability coverage shall be not less than the amounts specified in Subsection (c) above.

(g) Other Coverage. Such other policy or policies as are deemed reasonably necessary by Landlord. If, pursuant to the provisions of Paragraph 14 of this Lease, Tenant is permitted to serve and/or sell alcoholic liquor, in packaged form or otherwise, including, without limitation, beer, wine and/or ale, then Tenant shall obtain and maintain, throughout the entire term of this Lease, liquor liability and dram shop insurance, in such amounts as Landlord may require, and if no such amount is specified by Landlord, in amounts no less than the minimums required by applicable law. All insurance policies required under this Paragraph 28 shall: (i) be issued by companies licensed to do business in the State of Illinois and acceptable to Landlord rated by Best's Insurance Reports not less than A/X; (ii) not be subject to cancellation or material change or non-renewal without at least sixty (60) days' prior written notice to Landlord and any other parties designated by Landlord (A) to be loss payee(s) or additional insured(s) under the insurance policies required from Tenant, or (B) to receive such notices; and (iii) be deemed to be primary insurance in relation to any other insurance maintained by Landlord. Certified copies of all insurance policies required pursuant to this Paragraph 28 (or certificates thereof, in form and substance acceptable to Landlord), shall be delivered to Landlord prior to the Possession Date. If Tenant fails to submit such policies or certificates to Landlord within the specified time, or otherwise fails to obtain and maintain insurance coverages in accordance with this Paragraph 28, then Landlord, at Landlord's sole option, may, but shall not be obligated to, procure such insurance on behalf of, and at the expense of, the Tenant, and if Landlord exercises such right and expends any funds to obtain such insurance, Tenant shall reimburse Landlord for such amounts upon demand, it being understood that any such sums for which Tenant is required to reimburse Landlord shall constitute additional Rent under this Lease. Such a failure shall constitute a default hereunder, and such default shall not be cured by Landlord's election to procure insurance on Tenant's behalf. Compliance in whole or in part by the Tenant with any requirement of this Paragraph 28 shall not be deemed to limit, in any way or to any extent, the liabilities or obligations of the Tenant to the Landlord under the specific terms of this Lease.

29. Subrogation. As long as their respective insurers so permit and to the extent of the terms and provisions of any waiver of Subrogation clause or endorsements consenting to the same, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain

said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

30. **Casualty/Restoration.** In the event the Leased Premises are damaged by fire, explosion or any other casualty to the extent which is less than twenty-five percent (25%) of the full replacement cost of the Leased Premises (as conclusively determined by Landlord's architect and specifically exclusive of the replacement cost of all of the improvements performed by Tenant pursuant to Exhibit D) and none of the events described in the next succeeding sentence of this Paragraph shall have occurred, the damage shall be repaired by Landlord within a reasonable time period thereafter, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered as a result of such damage and that in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment and any work performed by Tenant pursuant to Exhibit D. In the event of any such damage by fire, explosion or any other casualty, and (a) Landlord is not required to repair as hereinabove provided, or (b) the Leased Premises are damaged to the extent of twenty-five percent (25%) or more of the full replacement cost of the Leased Premises (as determined in the manner contemplated above in this Paragraph 30), or (c) the building which the Leased Premises are a part is damaged to the extent of twenty-five percent (25%) or more of the full replacement cost of said building (as conclusively determined by Landlord's architect and specifically exclusive of any and all improvements of any nature whatsoever, performed by any tenant in the Shopping Center pursuant to the terms of its respective lease), or (d) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent of more than twenty-five percent (25%) of the aggregate full replacement cost (as conclusively determined by Landlord's architect and specifically exclusive of any and all improvements of any nature whatsoever, performed by any tenant in the Shopping Center pursuant to the terms of its respective lease), Landlord may elect either to (i) repair or rebuild the Leased Premises or the building or buildings respectively, or (ii) terminate this Lease. Landlord shall make such election by giving notice of such election in writing to Tenant within one hundred twenty (120) days after the date of the event causing the damage. If Landlord is required or elects to repair the Leased Premises as herein provided, Tenant shall promptly commence and diligently complete at Tenant's expense, the repair and restoration of all work set forth in Exhibit D; repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment; and if Tenant has closed, Tenant shall promptly reopen for business. Notwithstanding anything to the contrary contained in this section, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Leased Premises when the damage resulting from any casualty covered under this Paragraph 30 occurs during the last twenty-four (24) months of the Lease Term or any extension thereof.

31. **Eminent Domain.** If more than ten percent (10%) of the Floor Area of the Leased Premises (as conclusively determined by Landlord's architect) shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, to terminate this Lease by giving the other party no less than thirty (30) days written notice thereof at any time after the date of such taking but prior to the date possession is delivered pursuant to said taking. Said termination shall be effective on the date possession is delivered pursuant to said taking. If either less than, or more than, ten percent (10%) of the Floor Area of the Leased Premises (as conclusively determined by Landlord's architect) are taken, and neither party elects to terminate as herein provided, the Minimum Rent thereafter to be paid shall be reduced in proportion to the Floor Area of the

Leased Premises so taken and shall become effective on the date possession is delivered pursuant to said taking. If more than ten percent (10%) of the total Floor Area of the Shopping Center (as conclusively determined by Landlord's architect) may be so taken or appropriated, Landlord shall have the right, at its option, to terminate this Lease by giving Tenant no less than thirty (30) days written notice of such election at any time after the date of such taking, but prior to the date possession is delivered pursuant to said taking. Said termination shall be effective on the date possession is delivered pursuant to said taking. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards, judgments or settlements which may be given, and Tenant hereby assigns to Landlord all of its right, title and interest in any such award, judgment or settlement and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term.

32. **Assignment, Subletting and Ownership**

(h) **Prohibition Against Transfer.** Tenant shall not transfer, assign, sublet, mortgage, or otherwise hypothecate this Lease, or any part thereof, or Tenant's interest in and to the Leased Premises, or any part thereof, nor enter into any license or concession or other use or occupancy agreement, written or oral, express, or implied, with respect thereto, without first procuring the written consent of Landlord, which consent may be given or withheld in Landlord's sole discretion. As a condition to the Landlord's consent to any Transfer, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord, including, without limitation, attorneys' fees, in reviewing any proposed Transfer and preparing any necessary documentation in connection therewith. Any such attempted or purported transfer, assignment, subletting, mortgage, hypothecation, or agreement (hereinafter collectively referred to as a "Transfer"), whether by operation of law, bankruptcy or otherwise, without Landlord's prior written consent shall be void and of no force or effect and shall not confer any interest or estate in the purported transferee. Tenant acknowledges that, notwithstanding any Transfer, neither Tenant nor any guarantor of this Lease shall be released or discharged from any liability whatsoever under this Lease and will remain liable with the same force and effect as if no Transfer had been made.

(i) **Waiver.** The consent by Landlord to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent attempted Transfer. Receipt by Landlord of Rent due under this Lease from any party other than Tenant shall not be deemed to be a consent to any such Transfer nor relieve Tenant of its obligation to pay rental or other charges for the full Term of this Lease. Tenant shall have no claim and hereby waives the right to any claim against Landlord for damages by reason of any refusal, withholding or delaying by Landlord of any consent, and in such event Tenant's only remedies therefor shall be an action for specific performance or injunction to enforce any such requirement of consent.

33. **Signs.**

(a) **Generally.** Subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, and the approval of the applicable governmental authorities, Tenant shall, at its sole cost and expense, erect two (2) signs on the South front and East facade of the Leased Premises, as permitted by Village. Tenant may not erect or install any signage, of any nature or design, without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole discretion, and all such signage shall comply with the requirements set forth in Exhibit C attached hereto and all applicable

governmental requirements. Tenant may not, under any circumstances, (a) place any signage on the building roof, canopy roofs extending above the building roof, penthouse walls or so as to project above the parapet, canopy or top of the wall upon which it is mounted or place any signage at any angle to the building; provided, however, the immediately foregoing sentence shall not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk; (b) paint any signs on the surface of the Leased Premises or any other surfaces of the Shopping Center; (c) install any flashing, moving or audible signs; (d) install any signs employing exposed raceways, neon tubes, ballast boxes or transformers; or (e) install any paper or cardboard signs, temporary signs, stickers or decals, whether in the windows of the interior or on the exterior of the Leased Premises (provided, however, the foregoing shall not prohibit the placement at the entrance of the Leased Premises of a small sticker or decal, indicating hours of business, emergency telephone numbers, acceptance of credit cards and other similar bits of information). At no time may any signs or other advertising materials visible from outside of the Leased Premises occupy or obstruct more than twenty percent (20%) of the total window area of the Leased Premises. Tenant may not install any exterior sign that identifies leased departments and/or concessionaires operating under the Tenant's business or trade name, nor identify specific brands or products for sale or services offered within the Leased Premises, unless such identification is used as part of Tenant's trade name. Tenant shall, at its expense, maintain its signs in good condition and repair. Landlord shall have the right to remove any unauthorized signs and to charge Tenant, as additional Rent under this Lease, for the cost of such removal.

(b) **Monument Sign**. Tenant shall have the right to place two (2) sign panels on each side of the monument sign serving the Shopping Center (the "Monument"). Tenant acknowledges that Tenant's sign panel shall be in the location designated by Landlord. Tenant shall pay for the cost of fabricating and installing Tenants' sign panel. Throughout the Lease Term, Tenant shall pay to Landlord, within ten (10) days of Landlord's invoice, Tenant's Monument Pro Rata Share (as hereafter defined) of the costs incurred by Landlord in operating, repairing, and maintaining the Monument and Tenant's obligation to pay Tenant's Monument Pro Rata Share shall constitute additional rent under the Lease. Tenant's Monument Pro Rata Share shall mean the proportion that the square footage of Tenant's sign panel bears to the total square footage of all sign panels on the Monument. Tenant shall, at Tenant's sole cost and expense, maintain and repair Tenant's sign panels on the Monument. If Tenant fails or neglects to make adequate repairs to its sign panels within thirty (30) days after receipt of written notice from Landlord, Landlord shall have the same rights as Landlord has with respect to Tenant's failing to maintain the Leased Premises, as set forth in Paragraph 21 of this Lease.

34. **Access to Leased Premises**. Landlord, Landlord's mortgagee, Landlord's beneficiaries and their respective partners, agents and employees will be permitted to enter the Leased Premises at reasonable times for the purpose of inspecting same, of making repairs, additions, or alterations thereto or to the building in which the same are located, and of showing the Leased Premises to prospective purchasers, lenders, and tenants. Landlord shall have the right to place "For Rent" signs upon the Leased Premises six (6) months prior to the expiration of the Lease Term or any extension thereof. Tenant agrees that any such entry shall not constitute eviction of Tenant in whole or in part and Rent shall not abate to any extent.

35. **Fixtures/Surrender of Leased Premises**. Tenant shall, at its sole cost and expense, remove, at the termination of this Lease (by lapse of time or otherwise), such of

Tenant's goods and effects as are not permanently affixed to the Leased Premises; remove such of the alterations and additions and signs made or installed by Tenant as Landlord may request; repair any damage caused by such removal; and peaceably yield up the Leased Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove) and all fixtures, furnishings, floor coverings and equipment permanently affixed to the Leased Premises (except such as Landlord has requested Tenant to remove), which shall thereupon become the property of Landlord, in clean and good order, repair and condition, reasonable wear and tear and damage by fire or other casualty excepted. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord. Any cost incurred by Landlord for removal and/or repair of such alterations, fixtures, furnishings, floor coverings and equipment will be charged to Tenant and said obligation shall survive the expiration of the Lease Term.

36. **Holdover.** On the last day of the Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises, Tenant shall quit and surrender the Premises to Landlord "broom-clean" and in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, and Tenant shall remove all of the Tenant's personal property therefrom, except as otherwise expressly provided in this Lease. If Tenant remains in possession after the Expiration Date or after any earlier termination date of this Lease or of the Tenant's right to possession (a) Tenant shall be deemed a tenant at will; (b) Tenant shall pay two hundred percent (200%) of the Minimum Rent last prevailing hereunder, and also shall pay all damages sustained by Landlord, consequential as well as direct, by reason of such remaining in possession after the expiration or termination of this Lease; (c) there shall be no renewal or extension of this Lease by operation of law, and (d) the tenancy at will may be terminated upon thirty (30) days' notice from Landlord; or, at the sole option of Landlord expressed by written notice to Tenant, but not otherwise, such holding over shall constitute a renewal of this Lease for a period of one (1) year on the same terms and conditions as provided in this Lease, except that the Minimum Rent shall be as specified in this Paragraph 36. The provisions of this Article shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by law.

37. **Marketing Fund or Merchant's Association.** Intentionally Omitted.

38. **Rules & Regulations.** The Rules and Regulations attached to this Lease as Exhibit F are hereby made a part hereof, and Tenant agrees to comply with and observe said Rules and Regulations. Tenant's failure to keep and observe said Rules and Regulations shall constitute a breach of the terms of this Lease in the same manner as if said Rules and Regulations were contained herein as covenants. Landlord reserves the right, from time to time, to amend or supplement said Rules and Regulations and to adopt and promulgate additional Rules and Regulations applicable to the Leased Premises and the Shopping Center. Landlord shall not be responsible for any violations of said Rules and Regulations by other tenants in the Shopping Center.

39. **Tenant Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(j) If Tenant abandons or vacates the Leased Premises; or

(k) If Tenant fails to pay any Rent or any other charges required to be paid by Tenant within seven (7) days after the date due under this Lease; or

(l) If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of any such default is such that the same cannot be cured within thirty (30) days, Tenant shall have such additional period of time as may be necessary to cure such default provided that it commences to cure said default within the thirty (30) day period and proceeds diligently thereafter to complete such cure, and provided further that such default is cured within one hundred and twenty (120) days from the date of Landlord's notice to Tenant; or

(m) If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property that is not vacated or dismissed within forty-five (45) days from the issuance thereof; or

(n) If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension, or adjustment with its creditors; or

(o) If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or

(p) If in any proceeding or action which Tenant is a party, a Trustee, or receiver, agent or custodian is appointed to take charge of the Leased Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Leased Premises or Tenant's Property; or

(q) If Tenant is a partnership or consists of more than one (1) person or entity, and if any general partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs (d) through (g) above; and/or if there is a dissolution of the partnership; or

(r) If Tenant shall falsify any report required to be furnished to Landlord under the terms of this Lease or if any warranty, representation, or statement made or furnished by Tenant to Landlord at any time in connection with this Lease or any other agreement to which Tenant and Landlord are parties is determined to have been false or misleading in any material respect when made or furnished; or

(s) If there shall be a material, adverse change in the financial condition of Tenant or any guarantor, which change, in Landlord's absolute opinion, affects the ability of such party to meet its obligations under this Lease or any guaranty of this Lease; or

(t) If any guarantor of this Lease shall die; or

(u) If, on two (2) or more occasions during the Lease Term, Tenant defaults under the terms of this Lease in the manner described in either or both of (b) and (c) above in this Paragraph 39 [it being understood that a default under this Subparagraph (l) shall be automatically deemed to constitute a default which is incapable of cure].

40. **Landlord's Remedies.** In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind, to do the following:

(v) **Remedies.** In the event of any breach of this Lease by Tenant, Landlord [at its option, and after the proper notice (if any is required under this Lease), but without further notice or demand to Tenant], may, in addition to all other rights and remedies provided in this Lease, at law or in equity: (i) terminate this Lease and Tenant's right of possession of the Leased Premises, and recover all damages to which Landlord is entitled under law and equity, specifically including, without limitation, Rent for the balance of the Term, and all Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions) or (ii) terminate Tenant's right of possession of the Leased Premises without terminating this Lease; provided, however, that Landlord shall use its reasonable efforts, whether Landlord elects to proceed under Subparagraphs (i) or (ii) above, to relet the Leased Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord. If Landlord shall elect to pursue its rights and remedies under Subparagraph (ii), then Landlord shall have the further right and remedy to rescind such election and pursue its rights and remedies under Subparagraph (i), if Landlord has obtained a tenant to relet the Leased Premises, which, in Landlord's reasonable judgment, is a suitable tenant. For purposes of such reletting, Landlord is authorized to decorate, repair, alter and improve the Premises to the extent deemed necessary by Landlord, in its sole discretion. If Landlord fails to relet the Leased Premises or if the Premises are relet and a sufficient sum is not realized therefrom, after payment of all Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions), to satisfy the payment, when due, of all Rent reserved under this Lease for any monthly period, then Tenant shall pay to Landlord a sum equal to the amount of Rent due under this Lease for each such monthly period, or if the Leased Premises have been relet, Tenant shall pay any such deficiency monthly. Tenant agrees that Landlord may file suit to recover any sums due to Landlord hereunder from time to time and that such suit or recovery of any amount due Landlord hereunder shall not be a defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. In the event Landlord elects, pursuant to this Subparagraph 40(a), to terminate Tenant's right of possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Leased Premises, remove Tenant's personal property, Tenant's signs and other evidences of tenancy, and take and hold possession thereof; provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Rent reserved hereunder for the full Term, or from any other obligation of Tenant under this Lease. Any and all property which may be removed from the Leased Premises by the Landlord pursuant to the authority of this Lease or of law, to which the Tenant is or may be entitled, may be handled, removed, or stored by the Landlord at the risk, cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation, or safekeeping thereof. The Tenant shall pay to the Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Landlord's possession or under

the Landlord's control. Any such property of the Tenant not retaken from storage by the Tenant within thirty (30) days after the end of the Term, however terminated, shall be conclusively presumed to have been conveyed by the Tenant to the Landlord under this Lease as a bill of sale, without further payment or credit by the Landlord to the Tenant. Tenant hereby grants to Landlord a first lien upon the interest of Tenant under this Lease to secure the payment of moneys due under this Lease, which lien may be enforced in equity; and Landlord shall be entitled as a matter of right to have a receiver appointed to take possession of the Leased Premises and relet the same under order of court.

(w) **Additional Restrictions.** With respect to provisions of 735 ILCS 5/9-213.1 (or any successor provision thereto) which requires that a landlord take reasonable measures to mitigate the damages recoverable against a defaulting tenant, Tenant agrees that Landlord shall have no obligation to relet the Leased Premises (i) before Landlord leases other vacant space in the Shopping Center, or (ii) to any potential tenant who Landlord could reasonably reject as a Transferee, pursuant to Paragraph 32 above. So long as Tenant is in default under this Lease or any event or omission has occurred which, but for the giving of notice or the passage of time, or both, would result in a default by Tenant under the terms of this Lease, Landlord shall not be in default under the terms of this Lease if it fails to perform its obligations hereunder.

41. **Waiver.** The waiver by Landlord of any term, covenant or condition herein contained must be in writing and shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant, or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

42. **Joint Obligation.** If there be more than one Tenant, the obligations hereunder imposed shall be joint and several. The word "Tenant" shall be deemed and taken to mean each, and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof and shall have the same force and effect as if given by or to all Tenants thereof.

43. **Marginal Headings.** The captions, margin headings, paragraph numbers, and index, if any, appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of this Lease nor in any way affect this Lease.

44. **Time of Essence.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor, and all provisions herein and all provisions relating thereto, shall be strictly construed.

45. **Successors and Assigns.** All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. No third party, other than such heirs, legal representatives, successors, and assigns, shall be entitled to enforce any or all of the provisions of this Lease or shall have any rights hereunder whatsoever.

46. **Recording.** Tenant shall not record this Lease without the written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion; however, upon the request of Landlord, the Tenant shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the Lease Term and shall incorporate this Lease by reference.

47. **Quiet Enjoyment.** Upon Tenant paying the Rent reserved hereunder and observing and performing all of the covenants, conditions, and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Leased Premises for the entire Lease Term hereof, subject to all the provisions of this Lease.

48. **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Leased Premises. Accordingly, if any installment of Rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after said amount is due, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

49. **Prior Agreements/Amendments.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

50. **Inability to Perform.** This Lease and the obligations of Tenant hereunder shall not be affected or impaired if Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Landlord.

51. **Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

52. **Attorneys' Fees.** In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable. In addition, should it be necessary for Landlord to employ legal counsel to enforce

any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

53. **Sale of Premises.** In the event of any sale of the Leased Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Leased Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

54. **Subordination Notice to Superior Lessors and Mortgagees and Attornment.**

(x) **Subordination of Lease.** This Lease, and all rights of Tenant hereunder are, and shall be, subject and subordinate to all ground leases of the Shopping Center now or hereafter existing and to all mortgages, or trust deeds in the nature of a mortgage (both referred to hereafter as "mortgages"), which may now or hereafter affect or encumber the Shopping Center and/or any of such ground leases (whether or not such mortgages shall also cover other lands and/or buildings and/or leases). This subordination shall likewise apply to each and every advance made, or hereafter to be made, under such mortgages; to all renewals, modifications, replacements and extensions of such leases and such mortgages; and to spreaders and consolidations of such mortgages. This Paragraph 54 shall be self-operative, and no further instrument of subordination shall be required. However, in confirmation of such subordination, Tenant shall promptly execute, acknowledge, and deliver any instrument that Landlord, the lessor under any such ground lease, or the holder of any such mortgage (or their respective successors-in-interest), may reasonably request in order to evidence such subordination. If Tenant fails to execute, acknowledge, or deliver any such instrument within fifteen (15) days after request therefor, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, which appointment is agreed to be coupled with an interest, to execute and deliver any such instruments for and on behalf of Tenant. Any lease to which this Lease is subject and subordinate is hereinafter referred to as a "Superior Lease" and the lessor of a Superior Lease is hereinafter referred to as a "Superior Lessor"; and any mortgage to which this Lease is subject and subordinate is hereinafter referred to as a "Superior Mortgage" and the holder of a Superior Mortgage is hereinafter referred to as a "Superior Mortgagee." Notwithstanding the foregoing, at Landlord's election, this Lease may be made senior to the lien of any mortgage, if the mortgagee thereunder so requests.

(y) **Notice in the Event of Default.** If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate this Lease or to claim a partial or total eviction, Tenant shall not exercise such right (a) until it has given, by registered or certified mail, written notice of such act or omission to Landlord and to each Superior Mortgagee and Superior Lessor whose name and address shall previously have been furnished to Tenant, and (b) until a thirty-day period for remedying such act or omission shall have elapsed following the giving of such notice; provided, however, that said 30-day cure period may be extended in the event that the act, or omission cannot, by its nature, be cured within thirty (30) days and Landlord is diligently proceeding to cure said default.

(2) **Successor Landlord.** If any Superior Lessor or Superior Mortgagee shall succeed to the rights of Landlord hereunder, whether through possession or foreclosure action or delivery of a new lease or deed, or otherwise, then, at the request of such party (hereinafter referred to as "Successor Landlord"), Tenant shall attorn to, and recognize, each Successor Landlord as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument such Successor Landlord may reasonably request to further evidence such attornment.

55. **Notices.** Notices and demands required or permitted to be given hereunder shall be given by personal delivery or reputable overnight courier (such as Federal Express), or registered or certified mail, postage prepaid, return receipt requested, and shall be addressed if to Tenant at, and if to Landlord at 1307 Schiferl Rd., Bartlett, Illinois 60103, Attn: Ron DeRosa, or at such other address that either party may designate by written notice to the other party. Notices and demands shall be deemed to have been given when delivered if personally delivered, one (1) business day after deposit with a reputable overnight courier for next business day delivery, or three (3) business days after deposit in the U.S. Mail by certified or registered mail.

56. **Estoppel Certificate.** At any time and from time to time, Tenant agrees, within five (5) business days after receipt by Tenant of written notice from Landlord, to execute, acknowledge and deliver to Landlord and/or Landlord's mortgagee and/or any prospective purchaser, if requested, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the amount of Rent and other charges and the date to which said Rent and other charges have been paid, and such other terms as Landlord and/or Landlord's mortgagee and/or the prospective purchaser may require.

57. **Commissions.** Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease other than Joel Miller of SVN Landmark Commercial Real Estate. Tenant hereby indemnifies, protects, defends, and holds Landlord, its beneficiaries, and lenders harmless from and against any and all claims, causes of action, damages, costs, expenses (including, but not limited to, attorneys' fees of counsel selected by Landlord) or liabilities for any compensation, commissions, fees, and charges claimed by any other broker or other agent with respect to this Lease or the negotiation thereof.

58. **No Offer.** The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant to Tenant, its agents, or employees, or to the property or business of Tenant during such move.

59. **Relocation of Premises.** Intentionally Omitted.

60. **Environmental Indemnity.**

(aa) **Definitions.** For purposes of this Paragraph 60, "hazardous substance" means any matter giving rise to liability under the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 52 U.S.C. Sections 9601 et seq., the Illinois Environmental Protection Act (IEPA), or any common law theory based on nuisance or strict liability, including without limitation, petroleum products, asbestos, polychlorinated biphenyls, radioactive

materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any federal, state, county, municipal, local or other statutes, laws, ordinances and regulations.

(bb) **Prohibition**. Tenant shall not conduct or authorize the generation, transportation, storage, treatment, or disposal on or in the Shopping Center, or any portion of the Shopping Center, of any hazardous substance without prior written authorization by Landlord, which authorization may be withheld in Landlord's sole discretion, and the Tenant's failure to comply with the provisions of this Subparagraph 60(b) shall constitute a default under this Lease.

(cc) **Remedial Action**. If the presence, release, threat of release, placement on or in the Shopping Center, the Leased Premises, or any portion of the Shopping Center or the Leased Premises, or the generation, transportation, storage, treatment, or disposal at Shopping Center, the Leased Premises, or any portion of the Shopping Center or the Leased Premises of any hazardous substance: (i) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under RCRA, CERCLA, the IEPA, or any common law theory based on nuisance or strict liability, (ii) causes an adverse public health effect, or (iii) pollutes, or threatens to pollute, the environment, Tenant shall promptly take, at Tenant's sole cost and expense, any and all remedial and removal action necessary to clean up the Shopping Center, the Leased Premises, or any portion of the Shopping Center or the Leased Premises, and mitigate exposure to liability arising from the hazardous substance, whether or not required by law.

(dd) **Indemnification**. Tenant shall, and does hereby, indemnify, protect, defend and hold harmless Landlord, Landlord's mortgagee, Landlord's beneficiaries and their respective partners, agents and employees against and from any and all claims, damages, liabilities, obligations, losses, causes of action, costs and expenses (including, but not limited to, attorneys' fees and court costs) suffered or incurred by any or all of the indemnified parties and arising from or as a result of any breach or default of Tenant in the performance of any of its obligations under this Paragraph 60.

61. **Reports by Tenant**. Intentionally Omitted.

62. **Waiver of Trial by Jury**. To the full extent permitted by law, Landlord and Tenant hereby waive all right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord or Tenant against each other and any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use and occupancy of the Leased Premises and/or any emergency or statutory remedy.

63. **Applicable Law and Construction**. This Lease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State in which the Shopping Center is located applicable to agreements made and to be performed wholly within said State. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several articles and cross-references contained herein are for convenience only and do not define, limit, or construe the contents of such articles and cross-references.

64. **Consent to Jurisdiction.** TENANT HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE FEDERAL DISTRICT COURT LOCATED IN THE JURISDICTION IN WHICH THE LEASED PREMISES ARE LOCATED AND OF ANY ILLINOIS STATE COURT SITTING IN THE COUNTY WHEREIN THE LEASED PREMISES ARE LOCATED, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS LEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY. TENANT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH TENANT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SAID COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

65. **Limitation on Landlord's Liability.** Anything in this Lease to the contrary notwithstanding, Tenant shall look solely to the interest and estate of Landlord in the Shopping Center for the collection of any judgment against Landlord for an event of default by Landlord under this Lease, subject, however, to the prior rights of any mortgagee which has complied with Paragraph 54 of this Lease, and no other assets of the Landlord or any of Landlord's members, shareholders, partners, officers or employees shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim.

66. **Patriot Act.** Neither Tenant nor any of its constituents, partners, members or shareholders, nor any beneficial owner of Tenant or of any such partner, member or shareholder (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the "Order"); (b) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (c) is engaged in activities prohibited in the Order; or (d) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

67. **No Anchor Tenants.** Tenant hereby acknowledges that Landlord's right to enforce this Lease is not in any way dependent upon the existence of any other tenancies in the Shopping Center and that Landlord shall have the right to enforce this Lease whether or not any other tenants in the Shopping Center are open for business or remain open for business following any such opening.

68. **Change in Laws.** VOID

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:

59th & Army Trail LLC, an Illinois limited liability company

X  _____

By: Ronald J. DeRosa

Its: Principal

TENANT:

TBD LLC, dba Atlas Chicken Shack and Social Bar

X  _____

By: Lawrence Colburn

Its: Principal

EXHIBIT B

LEGAL DESCRIPTION OF SHOPPING CENTER

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

LOT 3 IN SMITH'S ASSESSMENT PLAT, OF PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED ON OCTOBER 13, 1949, AS DOCUMENT 578127 IN DUPAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAIL LOT 3; THENCE NORTH 68 DEGREES, 22 MINUTES, 49 SECONDS WEST, 307.80 FEET; THENCE NORTH 00 DEGREES, 18 MINUTES, 00 SECONDS EAST, 185.50 FEET; THENCE SOUTH 85 DEGREES, 50 MINUTES, 00 SECONDS EAST, 308.00 FEET; THENCE SOUTH 04 DEGREES, 33 MINUTES, 04 SECONDS WEST, 277.40 FEET TO THE POINT OF BEGINNING.

PIN 01-16-401-003

EXHIBIT C

DESIGN CRITERIA FOR TENANT'S SIGNAGE

The purpose of this criteria is to establish sign standards necessary to ensure maximum Tenant identification and exposure while maintaining an overall harmony of the Shopping Center. It outlines the type, size, location, colors, installation and character of all building signs and freestanding monument or pylon signs to be erected in the Shopping Center. Conformance to the criteria will be strictly enforced by the Landlord. The comprehensive sign program is intended to conform to the existing sign criteria outlined in the municipal and building codes of the particular governmental entity having jurisdiction over this Shopping Center. Tenant shall conform to whichever is stricter.

I. DEFINITIONS

A. Types of Tenants in Shopping Center.

a.

II. SIGN PROHIBITIONS

A. The following sign types are prohibited:

1. Flashing or animated signs.
2. Exposed electrical tubing, wiring or "cross over" on signs.
3. Projections above or below the designated net sign area.
4. Roof mounted signs.
5. Signs emitting any type of noise.
6. Signs placed on windows except as approved herein.
7. Banners and flags.
8. Window bills.

B. Any sign that does not conform to specific criteria in the permitted sign classification noted above shall be removed at Tenant's sole cost and expense.

III. APPLICATION FOR TENANT SIGN APPROVAL

A. Tenant shall be required to utilize the services of a sign consultant, approved by Landlord, to design, fabricate, and install Tenant's Main Building Sign and Under Canopy Pedestrian Sign. Within fifteen (15) days after the date of full execution and delivery of this Lease, Tenant shall submit to Landlord four (4) copies of the signage layout and shop drawings prepared by the sign consultant using a legible

scale (such as one-quarter inch scale) for Landlord's written approval prior to sign fabrication and application for permit. Drawings shall indicate location, size, layout, design, and color of proposed signs, including all lettering and/or graphics. Drawings shall also show a side view of lettering indicating construction methods, neon tubing sizes, color, voltage, lumen intensity and mounting procedures.

- B. All drawings submitted by Tenant and returned by Landlord marked "Disapproved" or "Approved as Noted" must be resubmitted to Landlord as set forth in Subparagraph III.A, above, with the required corrections.
- C. Following receipt of Landlord's written approval, Tenant shall submit drawings to the applicable governmental authority for approval and issuance of the appropriate permit authorizing the installation of the signs. Tenant shall pay for the cost of obtaining the required permits.
- D. Signs built and/or installed without Landlord's and the appropriate governmental agency's approval and permit or contrary to corrections made by Landlord or the governmental agency, shall be altered to conform to these standards at Tenant's expense. If Tenant's sign has not been brought into conformance within fifteen (15) days after written notice from the Landlord, then Landlord shall have the right to correct said sign and bill Tenant for the expense.
- E. Approval or disapproval of Tenant's signage drawing based upon code conformance, aesthetics and design shall remain the sole right of Landlord.

IV. INSTALLATION OF SIGNS

- A. Tenant shall pay for the installation and maintenance of all signs. Landlord will provide primary electrical service stubbed to the interior front wall of the Leased Premises, above the ceiling line, in the approximate location of the front door.
- B. It is the responsibility of the Tenant's sign company to verify all conduit, transformers, and sign service locations prior to fabrication and installation of signs. Tenant is responsible for cost of electrical connection of its sign.
- C. All signs shall carry the UL label and be installed per local building codes, including "P-K" housing, if required, for all illuminated signs.
- D. All signs must be installed prior to Tenant's opening for business unless prior authorization is given by Landlord.
- E. Tenant's sign contractor shall repair any damage to the Leased Premises, or the Shopping Center caused by any action of said sign contractor.
- F. The use of temporary signs by Tenant, prior to the installation of Tenant's permanent signs, shall require the prior written consent of the Landlord, which consent may be withheld by Landlord, in Landlord's sole and absolute discretion.

V. ABANDONMENT OF SIGNS

If any Tenant sign is left on the Leased Premises for more than thirty (30) days after the date on which Tenant vacates the Leased Premises, Landlord may remove and dispose of said signage at Tenant's expense.

VI. HOURS OF SIGN ILLUMINATION

Tenant shall be required to illuminate Tenant's Main Building Sign concurrently with the Major Anchor Tenant time periods established for the Shopping Center or as otherwise designated by the Landlord, from time to time.

EXHIBIT D

DESCRIPTION OF TENANT'S WORK

Tenant at Tenant's expense shall perform all work to put the Leased Premises in condition to permit Tenant to conduct its business in the Leased Premises. The cost of any work performed by Landlord's Contractor at Tenant's expense shall become due and payable prior to commencement of such work. Tenant's work shall be performed in strict accordance with the provisions of the attached Lease and Exhibits thereto.

- A. Store Design Drawings and Working Drawings, Specifications and Calculations:
1. Criteria - The criteria and outline specifications set forth in this Exhibit D represent minimum standards for design, construction, finish, and operation of the Leased Premises by Tenant. Landlord reserves the right from time to time to revise these criteria and outline specifications as Landlord in its sole discretion deems fit.
 2. All design and construction work shall comply with all applicable statutes, ordinances, rules, regulations, and local codes, and all other applicable regulations and requirements, codes, and standards.
- B. Permits and Approvals - Prior to commencement of construction by Tenant, Tenant shall obtain, at Tenant's sole cost and expense, all necessary permits, and approvals (including Tenant's signage) and post same upon the Leased Premises as required thereby.
- C. Approval of Tenant's Plans and Specifications - Tenant shall within sixty (60) days from the date of this Lease, at Tenant's expense, prepare and deliver to Landlord, for Landlord's approval, four (4) sets of complete plans and specifications (including all engineering, mechanical, plumbing and electrical work if applicable) covering all of Tenant's work concerning the Leased Premises, in such detail as Landlord may require, in full compliance with this Lease and the Exhibits attached to the Lease, certified by a licensed and registered architect and, if applicable, a licensed and registered professional engineer. In the event Landlord shall notify Tenant that Tenant's plans and specifications are not approved, Tenant shall have 30 days from the date of Landlord's disapproval to revise the plans and specifications and resubmit them to Landlord for Landlord's approval. Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from or modifies in any way Tenant's approved plans and specifications, or any other work not explicitly shown on said plans and specifications. Landlord's approval of Tenant's plans and specifications or any changes or additions thereto shall not constitute the assumption of any liability, responsibility, or obligation on the part of Landlord. Tenant shall be solely responsible for such plans and specifications meeting the requirements of any statutes, ordinances, rules, regulations, and codes or for their

fitness as to their intended use or purpose. Tenant shall not commence Tenant's Work until Tenant has received full and final approval from Landlord.

- D. Standard Project Details - Standard Project Details, as issued from time to time by Landlord's Architect and as they pertain to Tenant's Work, shall govern with respect to such work. Such details shall be incorporated into the working drawings and specifications for the Leased Premises.
- E. Materials - Only new, first-class materials shall be used in the performance of Tenant's Work.
- F. Settlement of Disputes - It is understood and agreed that any disagreement or dispute which may arise between Landlord and Tenant with respect to Tenant's Work shall be resolved by the decision of Landlord's Architect.
- G. Architectural Work and Finishes to be Provided by Tenant:
 - 1. Floors - Tenant shall finish floor elevations at all store entrances to the same elevation as adjacent areas.
 - 2. Walls, Partitions, Doors and Ceilings - Tenant shall perform all work on walls, partitions, and doors other than that to be performed by Landlord, subject to the following standards:
 - a. All interior partitions shall be metal stud construction, shall not exceed ceiling height, and shall have 5/8-inch gypsum board on all sides with taped and sanded joints. Any combustible materials applied to partitions shall be covered with a fire-retardant coating.
 - b. Tenant shall perform all interior painting, decorating, paneling, wallpapering, peg boarding, etc., on all walls and partitions.
 - c. Commercial grade finish hardware, labeled where required, shall be used throughout. All doors shall have one- and one-half pair of butts, wall or floor stops, kick plates and/or lock sets and push pull plates, and other hardware as required by applicable code.
 - 3. Structural - In performance of Tenant's Work it is understood that:
 - a. Any alterations, additions, or reinforcements to Landlord's structure to accommodate Tenant's Work shall not be performed without, in each instance, the written approval of the Landlord's Architect. Tenant shall leave Landlord's structure as strong or stronger than the original design and with the finish unimpaired.
 - b. Roof penetrations required by Tenant and approved in writing by Landlord (cutting of roof deck material and the repair of same) shall be performed, repaired, and maintained by Landlord's roofing

contractor at Tenant's expense. No roof penetrations shall be made without Landlord's prior written approval, which approval may be withheld in Landlord's sole discretion.

- H. Heating, Ventilating and Air Conditioning - Tenant shall, if odors, excessive heat, moisture, smoke, or other air contaminants, including, but not limited to those produced by food service facilities, beauty salons, etc., emanate from the Leased Premises, and where directed by the Landlord, provide separate exhaust systems and "make-up air systems." All exhaust systems shall comply with NFPA standards, applicable codes, and Landlord's Design Criteria.
- I. Fire Protection:
1. Any damage caused by Tenant, its contractors, agents, or employees to Landlord's sprinkler systems will be repaired by Landlord at Tenant's expense.
 2. Landlord's sprinkler main, if any, will become active on a schedule established by Landlord. Should Tenant require that the Landlord's sprinkler mains be modified or changed, such work will be performed by Landlord's contractor at Tenant's expense.
 3. Landlord's fire insurance carrier shall from time to time during the term of this Lease have the right to inspect the fire protection system and its component parts installed by Tenant. Said system shall at all times comply with requirements of said carrier, and shall meet the conditions of its approval, and any alterations, improvements, repairs, or maintenance required by any such carrier shall be Tenant's sole responsibility and shall be performed promptly at Tenant's expense upon notice. If a central station alarm system be installed, or if routine maintenance and inspection service be instituted any time during the term of this Lease, Tenant agrees that Landlord may include the cost therefore in the Common Area Charges set forth in this Lease.
- J. Electrical - Where process power is required, Landlord may elect to require that Tenant make direct arrangements with the local power company for this and the miscellaneous power portion of Tenant's total requirements.

Tenant shall:

1. Provide all telephone system panels, outlets, and conduits (if required) for the Leased Premises. All wire in ceiling must be in conduit except for low voltage wiring required for such items as telephones and sound systems and shall otherwise conform to applicable code requirements.
2. Provide all other electrical systems in the Leased Premises that may be required by Tenant such as: security system, sound system, intercom system, etc.

3. Provide all electrical work and lighting.
- K. Plumbing - Provide all plumbing work.
- L. Protection - At all times during the construction of Tenant's Work, it shall be the Tenant's responsibility to cause each of Tenant's contractors and subcontractors to maintain continuous protection of the Leased Premises in such a manner as to prevent any damage to Landlord's or Tenant's Work, or to adjacent property and improvements by reason of the performance of Tenant's Work. Tenant's contractor and subcontractors shall properly secure the Leased Premises, including the furnishing of temporary guard rails and barricades.
- M. Coordination of Tenant's Work - Tenant shall coordinate its work with all work being performed or to be performed by Landlord, its architects, engineers or contractors, and other tenants of the Shopping Center to such extent that Tenant's Work shall not interfere with or delay the completion of any such work in the project or interfere with the conducting of business by other tenants. Tenant's contractors, or subcontractors shall not at any time damage, injure, interfere with, or delay the completion of the building or any other construction within the Shopping Center, and they and each of them shall comply with all procedures and regulations prescribed by Landlord, for integration of Tenant's Work with the work to be performed in connection with the Shopping Center. Tenant shall be responsible for all costs incurred in coordinating his plans with Landlord's Architect and Engineers.
- N. Notwithstanding anything to the contrary contained in the Lease to which this Exhibit D is attached, or in this Exhibit D, Tenant shall, and hereby does, protect, indemnify, defend, and hold harmless Landlord, Landlord's beneficiary, and Landlord's lenders from and against any and all claims, damages, liabilities, losses, causes of action, liabilities, obligations, judgments, costs and expenses (including, but not limited to, attorneys' fees and court costs), suffered or incurred by any or all of the indemnified parties as a result of, or due to, or arising from, any actions or omissions by Tenant, its contractor, subcontractors, agents, and employees occurring in the course of, or as a part of, or in preparation for, the performance of the Tenant's Work, as contemplated and required under the Lease and this Exhibit D.
- O. General Provisions
1. If, as a result of the design and layout of the Leased Premises by Tenant, any changes, additions and/or increases in capacity have to be made in the Leased Premises, such as, but not limited to, sprinkler work, additional roof openings, changes or increases in capacity in the plumbing, electrical or mechanical services, lines, conduits or equipment, special foundation preparation, special reinforcements, depression of floor slab or other structural changes required to accommodate Tenant's equipment, such changes, additions and/or increases in capacity if approved by Landlord,

shall be performed by Landlord's Contractor at Tenant's expense. Landlord shall advise Tenant as to the cost of such additional work.

2. Landlord shall have the right to require Tenant to furnish payment and performance bonds or other security in form satisfactory to Landlord to guarantee the prompt and faithful performance of Tenant's Work, assuring completion of Tenant's Work and conditioned that Landlord will be held harmless from payment of any claim either by way of damages or liens on account of bills for labor or material in connection with Tenant's Work.
3. It is understood and agreed between Landlord and Tenant that costs incurred by Landlord, if any, as a result of Tenant's failure or delay in providing the information as required in this Exhibit D and in the Lease to which this Exhibit D is attached, shall be the sole responsibility of Tenant and Tenant will pay such costs, if any, promptly upon Landlord's demand.
4. Tenant shall submit to Landlord at least ten (10) days prior to the commencement of Tenant's Work the following:
 - a. The name and address of Tenant's general contractor and subcontractors.
 - b. The actual commencement date of Tenant's Work, the estimated completion date of Tenant's Work, and the estimated store opening date.
 - c. Certificates of insurance as set forth below. Tenant shall not permit its contractor(s) to commence any work until all required insurance has been obtained and certified copies of the policies have been delivered to Landlord and Landlord has approved same.
5. Tenant shall secure, pay for, and maintain or cause its contractors to secure, pay for and maintain prior to commencement of construction and continuing through construction, fixturing and store opening the following insurance coverages:
 - a. Worker's Compensation in statutory amounts and employer's liability insurance with limits of not less than \$100,000 each accident, \$500,000 disease, policy limit, and \$100,000 disease, per employee, and other insurance as required by any Employee Benefit Act or other statute applicable where the work is to be performed as will protect the contractor and subcontractors from any and all liability under the aforementioned acts.
 - b. Commercial General Liability insurance (including Contractor's Protective Liability) with a combined single limit of not less than \$5,000,000.00. If applicable, such insurance shall have the explosion, collapse, and underground exclusion (known as the

XCU exclusion) deleted. There will be contractual liability coverage and any and all claims for personal injury, including death resulting therefrom and damage to the property of others and arising from its operations under the contract whether such operations are performed by the general contractor, subcontractors, or any of their subcontractors, or by any one directly indirectly employed by any of them.

- c. Comprehensive Automobile Liability insurance, including the ownership, maintenance and operation of any automotive equipment owned, hired, and non-owned with a combined single limit of \$5,000,000.00.
- d. Builder's Risk completed value form affording "all risks of physical loss of damage" on its work in the Demised Premises.

All such insurance coverage shall name Landlord, Landlord's mortgagee and beneficiaries and their respective agents and employees as additional insureds and all such policies shall provide that they shall not be canceled except upon (10) days prior written notice to Landlord.

- 6. All contractors engaged by Tenant shall be bondable, licensed contractors, and approved by Landlord, in Landlord's sole discretion. All such contractors shall work in harmony with all contractors engaged by Landlord.
- 7. Tenant's Work shall be subject to the inspection of Landlord, Landlord's architect, and Landlord's general contractor from time to time during the period in which Tenant's Work is being performed.
- 8. Tenant shall apply and pay for all utility connection fees as required.
- 9. On the completion of the Tenant's Work, all Tenant's facilities shall be fully operable without defects.
- 10. All work performed by Tenant during the term of the Lease shall be performed so as to cause a minimum of interference with other tenants and the operation of the Shopping Center. Tenant will take all precautionary steps to protect its facilities and the facilities of others affected by Tenant's Work and police same properly. Construction equipment and materials are to be located in confined areas and truck traffic is to be routed to and from the site as directed by Landlord so as not to burden the construction or operation of the Shopping Center. Landlord shall have the right to order Tenant, or Tenant's general contractor, or any subcontractor who willfully violates the above requirements to cease work, and to remove himself, his equipment, and his employees from the Shopping Center.

11. No approval by Landlord shall be valid unless in writing and signed by Landlord or Landlord's architect.
 12. Tenant shall provide at its expense temporary heat during construction if necessary.
 13. Tenant at its expense shall remove trash as Landlord may direct.
- P. Architect's Certification of Acceptance - Upon completion of Tenant's construction and fixturing work within the Leased Premises, Landlord's architect shall inspect the Leased Premises, and if same is acceptable, shall issue an "Architect's Certificate of Acceptance" for the Leased Premises. The issuing of such a Certificate shall be contingent upon all of the following:
1. Tenant shall have satisfactorily completed the work to be performed by Tenant as set forth in the attached Lease and Exhibits to the Lease, in accordance with the approved plans and specifications.
 2. Tenant shall have furnished Landlord with waivers of liens and contractor's affidavits, in such form as may be required by Landlord or Landlord's lender, from all parties performing labor or supplying materials in connection with such work showing that all of said parties have been compensated in full. Tenant shall have furnished Landlord with Tenant's sworn statement and long form affidavit which shall include equipment and fixtures, and architect, engineers, and contractor(s) with waivers in full. In addition, Tenant's contractor shall have furnished a long form affidavit with waivers for all subcontractors.
 3. Tenant shall have submitted to Landlord a detailed breakdown of Tenant's final and total construction costs, together with receipted invoices showing payment thereof, or such evidence of payment as is satisfactory to Landlord.
 4. Tenant shall have reimbursed Landlord for the cost of any of Tenant's Work done for Tenant by Landlord and the cost of temporary power and trash removal.
 5. Tenant, at its expense, shall have secured and delivered to Landlord's architect an occupancy permit and all other necessary permits, licenses, and approvals to open for business; and a written statement from Tenant's architect that all of Tenant's Work fully complies with the approved plans and specifications and all applicable statutes, ordinances, rules regulations and codes.
 6. Payment by Tenant to Landlord of Tenant's plan review and inspection fee in the amount of \$300.00.

- Q. Tenant shall not open for business until it has received Landlord's Architect's Certificate of Acceptance.
- R. Disclaimer - Landlord or Landlord's architect's approval of Tenant's plans and specifications or to any changes, modifications, or additions thereto, and any inspections made by Landlord or Landlord's architect, and the issuance of an Architect's Certificate of Acceptance by Landlord's architect shall not constitute the assumption of any liability, obligation, or responsibility on the part of Landlord or Landlord's architect. Tenant and Tenant's architect shall be solely responsible for such plans and specifications meeting the requirements of any statutes, ordinances, rules, regulations, and codes and for their fitness and suitability for their intended use and purpose; and Tenant does hereby release Landlord and Landlord's architect from any loss, cost, claim, or damage arising in any manner whatsoever from Tenant's plans and specifications and Tenant's Work.

EXHIBIT E

DESCRIPTION OF LANDLORD'S WORK

Landlord shall deliver the premises with work completed compliant with local code, having completed the following work prior to Tenant's possession of the building:

Tenant may also elect to have their own contractors perform this work with a credit from Landlord based on price of Landlord's approved and permitted plan.

1. Fully demise premises from adjacent unit.
2. Install finished drywall on demising and exterior walls, with drywall taped, sanded, and ready for finished paint (Landlord to provide credit for one paint color for the total area of demising and bathroom walls only).
3. Sprinkler system installed per code at open ceiling height only.
4. Ceiling delivered open, painted black.
5. Two (2) 200 Amp Electrical panels with Electrical Outlets in Demising Walls per code (one outlet every 12')
6. 12.5 Tons HVAC capacity stubbed into space, any additional mechanical requirement and ductwork would come from TI allowance, or a tenant expense.
7. One (1) mop sink per tenant plan
8. Two (2) ADA restrooms per tenant plan (including toilet, sink, mirror, light, fan, and grab bars; EXCLUDING soap dispensers, paper towel dispensers, trash cans, and feminine napkin dispensers/disposals)
9. Lighting allowance defined at \$65 per fixture up to 25 fixtures.

EXHIBIT F

RULES AND REGULATIONS

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|-------------------------|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Trash | 1. | All garbage and refuse shall be kept in the kind of containers specified by Landlord and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the costs of removal of any of Tenant's refuse or rubbish. Tenant shall not permit any dumping, disposing, incineration or reduction of garbage, except as set forth in these Rules and Regulations. |
| Deliveries | 2. | All loading and unloading of goods and any other deliveries shall be done only at such times, in the areas, and through the entrances, designated, for such purposes by Landlord. |
| Noise | 3. | No loudspeakers, televisions, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord. |
| Employee Parking | 4. | Tenant and Tenant's employees shall park their vehicles only in those portions of the parking area designated by Landlord. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees, within five (5) days after taking possession of the Leased Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event that Tenant or its employees, fail to park their cars in designated parking areas as aforesaid, then Landlord at its option shall charge Tenant Ten Dollars (\$10.00) per day per car parked in any area other than those designated, as and for liquidated damages. |
| Temperature Maintenance | 5. | If the Leased Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures. |
| Extermination | 6. | Tenant shall use, at Tenant's sole cost and expense, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require. |
| Sidewalks | 7. | The outside sidewalk area immediately adjoining the Leased Premises shall be kept clean and free from snow, ice, dirt, and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas. |

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|-----------------------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Outside Displays | 8. | Tenant shall not use any of the Shopping Center common areas for display and/or sale of merchandise without the express written approval of Landlord, which approval may be given or withheld in Landlord's sole discretion. |
| Roof | 9. | Tenant shall not affix anything to the roof of the Leased Premises and Shopping Center and shall not bore any holes through the roof for any purpose whatsoever. |
| Lighting | 10. | Tenant shall light its signs and its display windows, if any, each and every day of the Term, during those hours designated by Landlord. |
| Awnings | 11. | No awning or other projection shall be attached to the outside walls of the Leased Premises or the building of which they form a part. |
| Aerials or Antennas | 12. | No radio or television aerial or any other aerial shall be erected on the roof or exterior walls of the Leased Premises or the building of which they form a part, or on the Shopping Center grounds without, in each instance, the prior written consent of Landlord, which approval may be given or withheld in Landlord's sole discretion. |
| Going-Out-of-Business Sales | 13. | No auction, fire, bankruptcy, going-out-of-business, or distress sales shall be conducted on or about the Leased Premises. |
| Noxious Odors; Emissions | 14. | Tenant shall not make or permit any emission of odor, dust, smoke, or gases that Landlord, in its sole and absolute discretion, deems objectionable to emanate from the Leased Premises. |
| Lodging | 15. | No person shall use the Leased Premises as sleeping quarters, sleeping apartments, or lodging rooms. |
| Vending Machines | 16. | Except as otherwise specifically permitted in the Lease, Tenant shall not operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages or services, including, but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of foods, beverages, candy, tobacco products or other commodities or any moving sign or fixture of any kind without prior written consent of Landlord. |
| Hours of Operation | 17. | Tenant shall be open in accordance with the liquor license hours of the Village of Bartlett. |

EXHIBIT G

TENANT ESTOPPEL CERTIFICATE

To: 59th & Army Trail, LLC
Shopping Center: Galleria of Bartlett, Bartlett Illinois
Lease Dated: _____, 2021
Landlord: 59th & Army Trail LLC, an Illinois limited liability company
Tenant: TBD LLC, dba Atlas Chicken Shack and Social Bar

The undersigned, Tenant under the above-referenced Shopping Center Lease (the "Lease"), hereby certifies to the present Landlord and any mortgagee or future mortgagee of the above Shopping Center, that:

1. Said Lease is presently in full force and effect, is valid and binding upon Tenant in every respect, and is unmodified (by either amendments or letter agreements) except for amendments referred to above.
2. Tenant has accepted possession of the Leased Premises (as defined in the Lease) in AS-IS condition.
3. To the best of Tenant's knowledge and belief, Landlord has fulfilled all of its obligations under the Lease to date.
4. No rent under said Lease has been paid more than one month in advance of its due date nor have any other charges or monetary obligations of Tenant under the Lease been prepaid.
5. The address for notices to be sent to Tenant is:

Attn: _____

6. Tenant, as of this date, has no charge, lien or claim of offset under said Lease or otherwise against rents or other charges due or to become due under the Lease.
7. There are no accrued liabilities or claims of any nature as of this date which Tenant might seek to assert against Landlord.
8. No breach, default or event of default has occurred under the Lease by Tenant or Landlord to the best of the knowledge and belief of Tenant.

9. Tenant has paid all Real Estate Taxes, Insurance Payments and Common Area Charges which are Tenant's responsibility under the Lease if such expenses are due and payable.
10. Tenant has not assigned, transferred, or hypothecated the Lease or any of its rights under the Lease to any person, firm or corporation.
11. The Possession Date of the Lease is October 31st, 2021, or immediate based on Tenant's decision to have Landlord or their own contractors complete Landlord's Work. The Rent Commencement Date of the Lease is the earlier of one hundred and fifty days after Business Opening Date, or July 27th, 2022. Minimum Rent under the terms of the Lease in the amount of \$17.50 per month will commence on the Term Commencement Date, Tenant's Pro Rata Share for purposes of computing Tenant's contribution to Real Estate Taxes, Insurance Payments and Common Area Charges is 1/4th of building. In each case subject to adjustment as provided for in the Lease, Minimum Rent, and all other charges payable by Tenant under the Lease to the extent due and payable have been paid through the date of this Estoppel Certificate.
12. Landlord is not in default under any commitments made to induce Tenant to enter into the Lease. Except for rent abatements (if any) set forth in the Lease, Landlord is not obligated to make any inducement payments to Tenant which have not been made or to provide other inducement consideration which has not been provided.
13. Tenant is not insolvent and is able to pay its debts as they mature.
14. Tenant is not aware of any material defects in the condition of the Leased Premises or in the Shopping Center of which the Leased Premises are a part.
15. Tenant has no option or preferential right to purchase all or any part of the Shopping Center of which the Leased Premises are a part.
16. Tenant has no agreements with Landlord in respect to the Leased Premises or possible expansion of the Leased Premises or termination of the Lease not reflected in said Lease, except those which have been fully paid and/or performed by Landlord prior to the date hereof.
17. Tenant has no right to remove any fixtures in the Leased Premises except movable trade fixtures owned by Tenant and except tenant improvements which Landlord required Tenant to remove pursuant to the terms of the Lease, all other than as described below (if applicable).

This Certificate has been delivered to the addressee for the use and benefit of the addressee and any present or future mortgagee of the above referenced Shopping Center with the understanding they will rely hereon in connection with the ownership or the acquisition of a direct or indirect interest in the Shopping Center of which the Leased Premises are a part. By execution of this Estoppel Certificate, the signatory party certifies that he/she is duly authorized to execute and deliver this Estoppel Certificate.

Date: _____, 2021

TBD, LLC dba Atlas Chicken Shack and Social Bar

X _____

By: Lawrence Colburn

Its: Principal

EXHIBIT H

EXCLUSIVE USES

Tenant shall be the sole tenant with primary use of a Chicken Restaurant. Other restaurant tenants shall be permitted to sell chicken as an ancillary menu item not to exceed 10% of total sales volume. Tenant shall have exclusive use to the East designated patio area that is highlighted in Green and defined in Exhibit A. Tenant shall have exclusive use to the four (4) Parking Stalls highlighted in Pink and defined in Exhibit A for use of rapid pick up.

EXHIBIT I

GUARANTY

In consideration of, and as an inducement for the granting, execution and delivery of the foregoing Shopping Center Lease dated _____, 2021 (hereinafter called the "Lease"), by 59TH & Army Trail LLC, an Illinois limited liability company, the Landlord therein named (hereinafter called the "Landlord") to Atlas Chicken Shack, LLC, the Tenant therein named (hereinafter called the "Tenant"), and in further consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid by the Landlord to the undersigned (hereinafter called the "Guarantor"), Guarantor hereby guarantees as to the Landlord, its successors and assigns, the full and prompt payment of Rent and additional rent, including, but not limited to, the Minimum Rent, Tenant's proportionate share of Insurance Payments, Real Estate Taxes, Common Area Charges, utility charges, and other sums and charges payable by the Tenant, its successors and assigns, under the Lease, and full performance and observance of all covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant, its successors and assigns; and the Guarantor hereby covenants and agrees that if default shall at any time be made by the Tenant, its successors and assigns, in the payment of any such Rent and additional rent, payable by the Tenant under said Lease, or in the performance of any of the terms, covenants, provisions or conditions contained in said Lease, the Guarantor will forthwith pay such Rent and additional rent to the Landlord, its successors and assigns, and any arrearage thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions and will forthwith pay to the Landlord all damages that may arise in consequence of any default by the Tenant, its successors and assigns, under the Lease including, without limitation, all reasonable attorney's fees incurred by the Landlord or caused by any such default and by the enforcement of this Guaranty.

This Guaranty is an absolute, continuing, and unconditional Guaranty of payment and of performance. It shall be enforceable against the Guarantor, its successors and assigns, without the necessity for any suit or proceedings on the Landlord's part of any kind or nature whatsoever, against the Tenant, its successors and assigns, and without the necessity of any notice of non-payment, non-performance, or non-observance or any notice of acceptance of this Guaranty or any other notice or demand to which the Guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives; and the Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the assertion or the failure to assert by the Landlord against the

Tenant, or the Tenant's successors and assigns, of any of the rights and remedies reserved to the Landlord pursuant to the provisions of the Lease. Guarantor further waives any claims or defenses available to Tenant under the Lease, or otherwise. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of (a) the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the terms, covenants and conditions of the Lease, or (b) any non-liability of Tenant under the Lease, whether by insolvency, discharge in bankruptcy, or any other defect or defense which may now or hereafter exist in favor of Tenant other than defects or defenses based on Landlord's default under the Lease.

The Guaranty shall be a continuing Guaranty, and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extension of time that may be granted by the Landlord to the Tenant, its successors and assigns, or by reason of any dealings or transactions or matters or things occurring between the Landlord and the Tenant, its successors and assigns whether or not notice thereof is given to the Guarantor (all of which Guarantor expressly authorizes Landlord to do without notice to or demand of Guarantor). This Guaranty cannot be assigned, transferred, modified, changed, altered, or terminated in any manner whatsoever without the express written consent of the Landlord.

To the full extent permitted by law, Guarantor hereby waives all right to trial by jury in any claim, action, proceeding or counterclaim by Guarantor against Landlord and any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use and occupancy of the Leased Premises and/or any emergency or statutory remedy.

Guarantor hereby irrevocably authorizes Landlord, from time-to-time, to perform searches for credit information and to order credit bureau reports concerning Guarantor. The foregoing authorization shall continue until the latter to occur of (i) the full and complete performance by Tenant of each and every obligation of Tenant under the Lease; and (ii) the full and complete performance by Guarantor of each and every obligation of Guarantor under this Guaranty.

DATED: _____, 2021



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE-Secretary of State

0564458-5
OCTOBER 07, 2022

LAWRENCE COLBURN
PRESERVATIONBREADANDWINE@GMAIL.COM

RE ATLAS CHICKEN SHACK LLC

DEAR SIR OR MADAM:

ENCLOSED PLEASE FIND THE CERTIFIED COPY REQUESTED CONCERNING THE ABOVE REFERENCED LIMITED LIABILITY COMPANY.

THE ATTACHED WAS ASSIGNED AUTHENTICATION NUMBER 2228000969.

THE REQUIRED FEE IS HEREBY ACKNOWLEDGED.

SINCERELY YOURS,

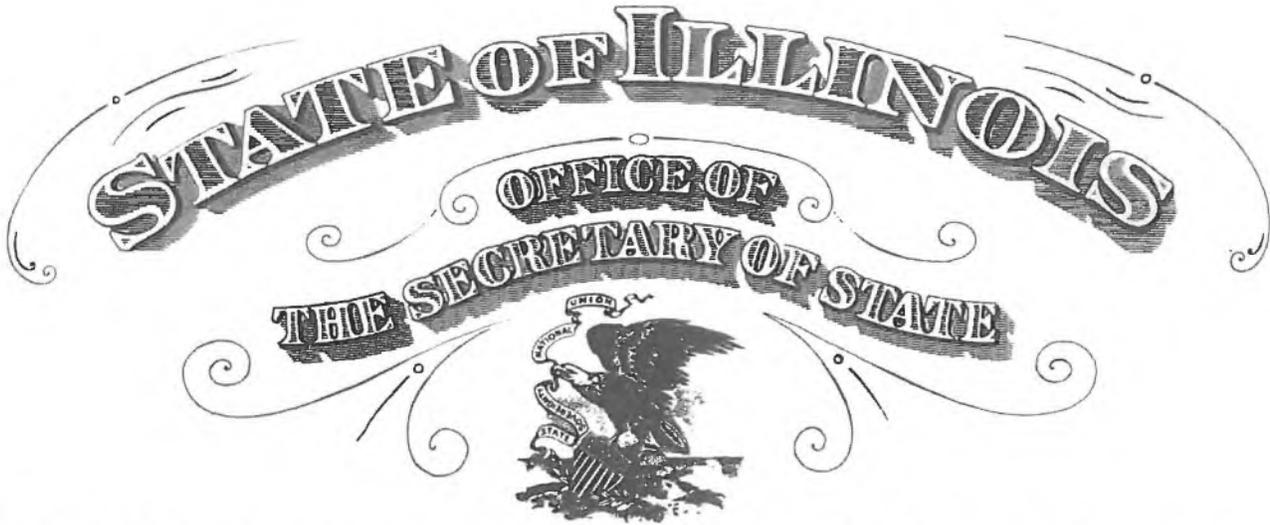
JESSE WHITE
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY COMPANY DIVISION
TELEPHONE: (217) 524-8008

JW:LLC

File Number

0564458-5



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 1 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR ATLAS CHICKEN SHACK LLC.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of OCTOBER A.D. 2022 .

Jesse White

SECRETARY OF STATE

Authentication #: 2228000969 verifiable until 10/07/2023.

Authenticate at: <https://www.ilsos.gov>

Form **LLC-5.5**

**Illinois
Limited Liability Company Act
Articles of Organization**

FILE # 05644585

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$500
Expedited Fee: \$100
Approved By: AJW

FILED
MAR 03 2016
Jesse White
Secretary of State

1. Limited Liability Company Name: ATLAS CHICKEN SHACK LLC

2. Address of Principal Place of Business where records of the company will be kept:

511 S. THURD STREET

GENEVA, IL 60134

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

LAWRENCE COLBURN

SAINT CHARLES, IL 60174-6821

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company is managed by the manager(s).

LAWRENCE, COLBURN
6N840 ROOSEVELT AVE
ST. CHARLES, IL 60174

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: MARCH 03, 2016

LAWRENCE COLBURN

ST. CHARLES, IL 60174

Certificate of Completion

**American
Safety Council**

LAWRENCE COLBURN

Has diligently and with merit completed the
On-Premise BASSET Alcohol Certification on 10/11/2022

from the American Safety Council.



Jeff Pairan



Illinois BASSET Training

This card certifies that:

LAWRENCE COLBURN

has completed the
On-Premise BASSET Alcohol Certification



LAWRENCE COLBURN

11/10/2022

Exp. Date:



LM-27

Liquor Manager Application

Status: Active

Date Created: Nov 16, 2022

Applicant

Lawrence Colburn
preservationbreadandwine@gmail.com

[REDACTED]
St Charles, IL 60174
[REDACTED]

Statement of Liquor Manager

Name of Business

Atlas Chicken

Business Address:

1048 Army Trail Bartlett, il 60103

Business Telephone Number

773.208.6383

Liquor Manager Name

Lawrence Colburn

Home Address

Previous address

--

Home Telephone Number

Date of birth

Place of birth

Rock Island, Il

Social Security Number

Drivers License Number

State issued by

illinois

Have you been fingerprinted by the Bartlett Police Department for the purpose of this application?

Yes

Date fingerprinted?

09/20/2022

If you have not been fingerprinted by the Bartlett PD, then you cannot submit your

application. Please call 630-837-0846 to schedule printing.

Have you ever been convicted of a felony under any Federal or State law in the last 10 years?

No

Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality?

No

Have you ever been convicted of a violation of any Federal, State or Local Liquor law?

No

Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in the questions above?

No

Has any license previously issued to you by Federal, State or Local authorities been revoked?

No

In what capacity are you employed by the applicant?

Owner of the business

Give name of person who appointed you in your present capacity

Lawrence Colburn

Date of appointment

11/16/2022

List employer(s) for past five year, including business name, address, manager's name, and position.

Self employed as owner of Preservation [REDACTED] Geneva, Il 60134 and Atlas Chicken [REDACTED] [REDACTED] Geneva, Il 60134 for the last 12 years

List all prior experience and education that you have in managing the sale of alcoholic liquor and/or in conducting any business which is similar in nature to the business which you will be engaged in pursuant to the application

Self employed as owner of Preservation and Atlas Chicken for the last 12 years

How many hours per week will you be physically present at the premises to be licensed?

40

AFFIDAVIT

Petitioner swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws

of the State of Illinois or the Laws of the State of Illinois or the Laws of the United States of America, in the conduct of the place of business described herein. The undersigned further swears (of affirms) that he/she shall conduct the business in a manner consistent with all representations made on this application and consistent with any representations made before the Local Liquor Commissioner.

By checking this box I agree to the above without reservation.

Lawrence Dwayne Colburn

11/16/2022

CORPORATION INVESTIGATION AUTHORIZATION/RELEASE

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

By checking this box I agree to the above without reservation.

Lawrence Dwayne Colburn

11/16/2022

Internal Use

Fingerprint Scan

Uploaded by ... on



Est. 1892

DEPARTMENT OF POLICE

The Village of Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

POLICE DEPARTMENT MEMORANDUM 22-38

DATE: November 8, 2022
TO: Paula Schumacher, Village Administrator
FROM: Geoffrey Pretkelis, Chief of Police *GP*
RE: Liquor License Applicant

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

Lawrence D. Colburn

Business: Atlas Chicken Shack, LLC. (owner)

The applicant's criminal records were checked through the Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

There is no record that would disqualify him as an applicant under Illinois Law.

GP/kt

cc: Diane Czerwinski
File



450th Nationally
Accredited