

VILLAGE OF BARTLETT
BOARD AGENDA
FEBRUARY 21, 2023
7:00 P.M.

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

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

*6. MINUTES: Board and Committee Minutes–February 7, 2023

*7. BILL LIST: February 21, 2023

8. TREASURER'S REPORT: December, 2022
Sales Tax Report - December, 2022
Motor Fuel Tax Report – December, 2022

9. PRESIDENT'S REPORT:

- A. National Night Out Presentation
- B. Recognition of Girl Scout Bronze and Silver Awards
- C. Appointments to the Economic Development Commission and Planning & Zoning Commission
- D. Re-Appointments to Bike and Run Plan Advisory Committee and Economic Development Commission

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 Adopting the Village of Bartlett, Illinois Official Zoning Map 2023

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. Ordinance Approving the Third Amendment to Real Estate Sale and Purchase Agreement Between the Village of Bartlett and MMAJ, LLC
- *2. Taylor Street Pizza BEDA Application Approval

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. Auditor Selection
- *2. Computer Replacement Program Purchase

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

- *1. Ordinance Creating a Class A Liquor License

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN LAPORTE

- *1. Resolution Waiving Bids and Approving the Water Meter and Data Equipment Replacement and Software Subscription Agreement Between the Village of Bartlett and Water Resources, Inc.

13. NEW BUSINESS

- A. JayDev Brew Inc. (dba MoRE Brewing) Class Q Liquor License Request
- B. Bracht's Place Inc. Class A Liquor License Request

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



VILLAGE OF BARTLETT
BOARD MINUTES
February 7, 2023

1. CALL TO ORDER

President Wallace called the regular meeting of February 7, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher (via Zoom), Assistant Village Administrator Scott Skrycki, Economic Development Coordinator Tony Fradin, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning and Development Director Kristy Stone, Grounds Superintendent Matt Giermak, , Police Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Deputy Chief Will Naydenoff and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Jim DiPalma from Encounter Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

President Wallace stated that all items marked with an asterisk on the Agenda are considered to be routine and will be enacted by one motion. He further stated that there will be no separate discussion of these items unless a Board member so requests, in which event, that item will be removed from the Consent Agenda and considered at the appropriate point on the Agenda. He stated that they will be removing the Executive Session Minutes from 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 Amend the Consent Agenda, and the items designated to be approved by consent therein.

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



**VILLAGE OF BARTLETT
BOARD MINUTES
February 7, 2023**

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

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

President Wallace stated that there was a slight amendment to the Executive Session minutes from January 17, 2023 from Trustee Suwanski.

Trustee Deyne moved to Approve the Executive Session amended minutes from January 17, 2023 and that motion was seconded by Trustee Suwanski.

ROLL CALL VOTE TO APPROVE THE AMENDED EXECUTIVE SESSION MINUTES FROM JANUARY 17, 2023

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

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

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

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT - None



**VILLAGE OF BARTLETT
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10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne welcomed a guest from South Elgin High School. He was with the Beacon Academy and working on a class project.

Trustee Deyne recognized staff birthdays and anniversaries.

11. TOWN HALL

George Koziol, 654 Hazelnut Court

Mr. Koziol stated that he wanted to thank the board and staff for their work on the Surface Transportation Board (STB) Hearing Committee. He has been involved in similar studies in the past and he was a little pessimistic about this. He hoped that maybe something could change but he didn't think so. He appreciated the effort and stated that we can only win if we try.

President Wallace reminded everyone that they have a resolution under item 12.E under the Police & Health Committee.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne presented Resolution 2023-07-R, a Resolution Approving of the First Amended Village Administrator Revised Employment Agreement.

Trustee Deyne stated that the village administrator has not received a performance evaluation for her efforts since May of 2021. The recommended changes to the employment contract include an increase in base salary to \$204,365, an increase to Section 457 Plan contributions to \$10,000 per year and a longevity bonus of \$5,000 for the five years of service as village administrator.



**VILLAGE OF BARTLETT
BOARD MINUTES
February 7, 2023**

Trustee Deyne moved to approve Resolution 2023-07-R, a Resolution Approving of the First Amended Village Administrator Revised Employment Agreement and that motion was seconded by Trustee Suwanski.

ROLL CALL VOTE TO APPROVE RESOLUTION 2023-07-R APPROVING FIRST AMENDED VILLAGE ADMINISTRATOR REVISED EMPLOYMENT AGREEMENT

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

Trustee Deyne stated that Resolution 2023-09-R, a Resolution Approving an Amendment to the 2023-2027 Capital Improvements Program was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that there was nothing to report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski presented Resolution 2023-08-R, a Resolution Urging the Surface Transportation Board to Reject the Environmental Impact Study that was Deaf to the Concerns of Communities Along the Rail Line, Including the Village of Bartlett.

Trustee Suwanski stated that at a September 12, 2022 Public Hearing by the Surface Transportation Board (STB) residents, local, state and federal officials voiced their opposition to the merger and the findings of a draft Environmental Impact Study.

In the Final Environmental Impact Study, the resident, local, state and federal opposition was disregarded in favor of the merger with many concerns being ignored with minimal tangible mitigations offered.

The Village of Bartlett is urging the Surface Transportation Board to reject the Environmental Impact Study that was deaf to the concerns of communities along the rail line, including the Village of Bartlett.

Trustee Suwanski moved to approve Resolution 2023-08-R, a Resolution Urging the Surface Transportation Board to Reject the Environmental Impact Study that was Deaf to



**VILLAGE OF BARTLETT
BOARD MINUTES
February 7, 2023**

the Concerns of Communities Along the Rail Line, Including the Village of Bartlett and that motion was seconded by Trustee Deyne.

President Wallace stated that they worked really hard with the Coalition. For the residents that do not know, the Surface Transportation Board's original impact study stated that this will have a nominal impact along the Metra line. If anyone thinks that 11 to 15 additional trains per day, in addition to the 3 we currently have, will have no impact on our downtown, that's just crazy.

Trustee Gandsey asked if other communities are doing resolutions to fight this.

Trustee Suwanski stated that there is a Town Hall with Congressman Raja Krishnamoorthi on February 13th at the Gail Borden Library.

President Wallace encouraged residents to go online to the Coalition to Stop CPKC or the village website. There are ways to contact your local representatives which have been supportive of getting some kind of a compromise with the railway. He encouraged all residents to voice their concern over this merger.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2023-08-R URGING THE SURFACE
TRANSPORTATION BOARD TO REJECT IMPACT STUDY**

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

NAYS: None

ABSENT: None

MOTION CARRIED

F. PUBLIC WORKS COMMITTEE, CHAIRMAN, CHAIRMAN LAPORTE

Trustee LaPorte stated that Ordinance 2023-10, an Ordinance Amending the Bartlett Municipal Code Section 6-11-802.2: Left Turn Prohibited Location; Ordinance 2023-11, an Ordinance Amending the Bartlett Municipal Code Section 6-11-1303.1: Schedule V, No Parking Zones; Resolution 2023-12-R, a Resolution Approving of a Memorandum of Understanding (MOU) Between the Village of Bartlett and the Illinois Department of Transportation (IDOT) were covered and approved under the Consent Agenda.

13. NEW BUSINESS - None

14. QUESTION/ANSWER PRESIDENT & TRUSTEES – None



**VILLAGE OF BARTLETT
BOARD MINUTES
February 7, 2023**

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 LaPorte.

ROLL CALL VOTE TO ADJOURN

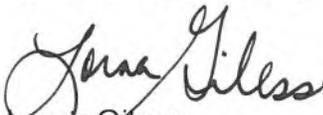
AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:13 p.m.


Lorna Gilles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 7, 2023**

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of February 7, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:13 p.m.

ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher (via Zoom), Assistant Village Administrator Scott Skrycki, Economic Development Director Tony Fradin, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Village Engineer Bob Allen, Planning & Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Police Chief Geoff Pretkelis, Deputy Chief's Naydenoff and Durbin, and Village Clerk Lorna Giles.

COMMUNITY & ECONOMIC DEVELOPMENT, CHAIRMAN GANDSEY
Taylor Street Pizza BEDA Application

Chairman Gandsey introduced the item.

Mr. Kanchwala stated he wanted to thank the Village Board, the Economic Development Commission and Tony Fradin. He really appreciates this.

Chairman Gunsteen stated he saw the signs and thought they looked nice. He wanted to thank the petitioner for using a Bartlett business for their new sign.

President Wallace stated he doesn't have any questions and that this was what the BEDA was created for so he is glad the petitioner is taking advantage of it.

Mr. Kanchwala stated he really appreciates it and he was telling Mr. Fradin that he thinks this is a very kind gesture that the village is doing. The business community is usually just looking for signals from the towns they located in that the community is behind their businesses and wants them to succeed. These are the sorts of things that go very far with the business community.

The item was forwarded on to the village board for a final vote.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 7, 2023**

There being no further business President Wallace entertained a motion to adjourn.

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 7:16pm

Samuel Hughes
Deputy Village Clerk

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/21/2023**

100-GENERAL FUND REVENUES

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PULTE HOME COMPANY LLC	BOND REFUND/1765 EASTFIELD DR	1,200.00
	INVOICES TOTAL:	1,200.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - FEB 2023	4,407.72
	INVOICES TOTAL:	4,407.72

1100-VILLAGE BOARD/ADMINISTRATION

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ELECTED OFFICIALS HANDBOOK	45.00
	INVOICES TOTAL:	45.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	75.96
1 WAREHOUSE DIRECT	ENVELOPES	28.50
1 WAREHOUSE DIRECT	DOCUMENT HOLDERS/PAPER	56.82
	INVOICES TOTAL:	161.28

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	WEBINAR FEE	75.00
	INVOICES TOTAL:	75.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SHRM/PSHRA/NPELRA DUES	595.83
	INVOICES TOTAL:	595.83

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	RETURNS/MERRY & BRIGHT SUPPLIES	-527.54
	INVOICES TOTAL:	-527.54

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM EXPENSES/SUPPLIES	95.42

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/21/2023**

INVOICES TOTAL: 95.42

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	LUNCH MEETING	37.99
1 FLAGS USA LLC	U.S. FLAGS	141.00
<u>INVOICES TOTAL:</u>		<u>178.99</u>

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	17,592.00
<u>INVOICES TOTAL:</u>		<u>17,592.00</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	PROMENADE STORMWATER REVIEW	1,217.50
1 HAMPTON LENZINI AND RENWICK INC	HAWK HOLLOW STORMWATER REVIEW	363.75
1 V3 COMPANIES LTD	W BARTLETT RD ENGINEERING REVIEW	337.50
<u>INVOICES TOTAL:</u>		<u>1,918.75</u>

523600-SOCIAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	2,272.75
<u>INVOICES TOTAL:</u>		<u>2,272.75</u>

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	DECEMBER DEDUCTIBLE	36,994.14
<u>INVOICES TOTAL:</u>		<u>36,994.14</u>

1400-FINANCE

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	115.50
<u>INVOICES TOTAL:</u>		<u>115.50</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	75.96
1 WAREHOUSE DIRECT	POST-IT NOTES/SUPPLIES	169.70

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/21/2023**

INVOICES TOTAL: 245.66

1500-PLANNING & DEV SERVICES

523010-ELEVATOR INSPECTIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR PLAN REVIEW	100.00
<u>INVOICES TOTAL:</u>		<u>100.00</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FOLDERS/LEGAL PADS/POST-IT NOTES	61.02
<u>INVOICES TOTAL:</u>		<u>61.02</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IACE MEMBERSHIP RENEWAL	80.00
<u>INVOICES TOTAL:</u>		<u>80.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY CLERK	RECORDING FEES	835.00
<u>INVOICES TOTAL:</u>		<u>835.00</u>

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPASSION FUNERAL SERVICE INC	TRANSPORTATION SERVICES	449.00
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	211.64
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	722.37
1 VERIZON WIRELESS	WIRELESS SERVICES	1,300.10
<u>INVOICES TOTAL:</u>		<u>3,918.11</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	734.27
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	718.15
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	185.75
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	66.65
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	71.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	55.00
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	220.95
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	43.78
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	235.95
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/21/2023**

1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	1,475.25
	INVOICES TOTAL:	3,890.25

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	ANIMAL CATCHER/OFFICE SUPPLIES	76.00
1 AMAZON CAPITAL SERVICES INC	CREDIT - DAMAGED ITEM	-76.00
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER EXAM/VACCINATION	309.48
1 MARK DRUGS PHARMACY	LUTHER K-9 MEDICATION	198.00
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	463.62
1 ULINE	EVIDENCE SUPPLIES	126.19
1 THE UPS STORE	SHIPPING CHARGES	10.00
1 WAREHOUSE DIRECT	INK CARTRIDGES/POST-IT NOTES	166.27
1 WAREHOUSE DIRECT	INK CARTRIDGE	99.85
1 WAREHOUSE DIRECT	TONER	116.99
1 WAREHOUSE DIRECT	INK CARTRIDGE	87.84
	INVOICES TOTAL:	1,578.24

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 R & M SPECIALTIES LTD	RTT POLO SHIRTS	77.00
1 RAY O'HERRON CO INC	UNIFORM APPAREL	104.38
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	134.95
1 STREICHER'S INC	CREDIT - RETURN	-760.00
1 STREICHER'S INC	REPLACEMENT VEST	770.00
1 STREICHER'S INC	SAFETY VEST	770.00
1 STREICHER'S INC	ADJUSTABLE CAPS	44.97
	INVOICES TOTAL:	1,141.30

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	ONLINE SOFTWARE SUBSCRIPTION	231.37
	INVOICES TOTAL:	231.37

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	AIR FRESHENERS/BINDER TABS	63.00
1 AMAZON CAPITAL SERVICES INC	ANIMAL CATCHER/OFFICE SUPPLIES	39.19
1 THE FINER LINE INC	NAME PLATES	65.87
1 WAREHOUSE DIRECT	INK CARTRIDGES/POST-IT NOTES	47.09
1 WAREHOUSE DIRECT	BATTERIES	5.78
	INVOICES TOTAL:	220.93

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AXON ENTERPRISE INC	TASER INSTRUCTOR TRAINING	1,485.00
1 BRIAN CAMARATA	TRAINING EXPENSES	70.80

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/21/2023**

**	1	CARDMEMBER SERVICE	SAFE KIDS RECERTIFICATION FEE	55.00
	1	MIREYA FLORES	TRAINING EXPENSES	70.80
**	1	IL PUBLIC EMPLOYER LABOR RELATIONS	SEMINAR REGISTRATION/G PRETKELIS	200.00
**	1	IL PUBLIC EMPLOYER LABOR RELATIONS	SEMINAR REGISTRATION/J DURBIN	200.00
**	1	IL PUBLIC EMPLOYER LABOR RELATIONS	SEMINAR REGISTRATION/W NAYDENOFF	200.00
**	1	IL PUBLIC EMPLOYER LABOR RELATIONS	SEMINAR REGISTRATION/R SWEENEY	200.00
**	1	IL PUBLIC EMPLOYER LABOR RELATIONS	SEMINAR REGISTRATION/T ALAGNA	200.00
**	1	IL PUBLIC EMPLOYER LABOR RELATIONS	SEMINAR REGISTRATION/K RYBASKI	200.00
	1	LAW ENFORCEMENT RECORDS	CONFERENCE FEE/H SUMNER	50.00
	1	LAW ENFORCEMENT RECORDS	CONFERENCE FEE/P SEVERSON	50.00
	1	YOSI MENDOZA	POLICE ACADEMY TRAINING	197.73
	1	NORTH EAST MULTI-REGIONAL	TRAINING FEES	400.00
	1	NORTH EAST MULTI-REGIONAL	TRAINING FEES	50.00
	1	NORTH EAST MULTI-REGIONAL	TRAINING FEES	255.00
	1	NORTH EAST MULTI-REGIONAL	TRAINING FEES	450.00
	1	NORTH EAST MULTI-REGIONAL	TRAINING FEES	750.00
	1	MAXIMILIANO PUENTE	TRAINING EXPENSES	504.42
			INVOICES TOTAL:	5,588.75

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POLICE EXECUTIVE RESEARCH FORUM	MEMBERSHIP RENEWAL/J DURBIN	200.00
1 POLICE EXECUTIVE RESEARCH FORUM	MEMBERSHIP RENEWAL/G PRETKELIS	200.00
		INVOICES TOTAL: 400.00

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	34.44
		INVOICES TOTAL: 34.44

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	900.00
1 TRANS UNION LLC	BACKGROUND CHECK FEES	162.72
		INVOICES TOTAL: 1,062.72

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10
1 VERIZON WIRELESS	WIRELESS SERVICES	291.42
1 VERIZON WIRELESS	WIRELESS SERVICES	303.93
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
		INVOICES TOTAL: 633.46

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/21/2023**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	124.00
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	53.78
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.13
INVOICES TOTAL:		200.91

524230-SNOW PLOWING CONTRACTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICES	9,450.00
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICES	6,950.00
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICES	9,750.00
1 VIRGILIO CARDENAS	SNOW REMOVAL SERVICES	8,800.00
1 CORNERSTONE LAND & LAWN INC	SNOW REMOVAL SERVICES	3,600.00
1 CORNERSTONE LAND & LAWN INC	SNOW REMOVAL SERVICES	6,000.00
INVOICES TOTAL:		44,550.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	49.73
1 COMMERCIAL TIRE SERVICE	FLAT TIRE REPAIRS	527.50
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	40.00
1 POMP'S TIRE SERVICE INC	FLAT TIRE REPAIRS	201.50
1 POMP'S TIRE SERVICE INC	FLAT TIRE REPAIRS	204.00
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	1,589.04
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	450.00
INVOICES TOTAL:		3,061.77

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JERRY'S WELDING INC	SALT TRUCK MAINTENANCE	630.00
INVOICES TOTAL:		630.00

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,098.72
INVOICES TOTAL:		1,098.72

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	144.83
INVOICES TOTAL:		144.83

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	BRICK/SUPPLIES	2,605.80

** Indicates pre-issue check.

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INVOICES TOTAL: **2,605.80**

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAF TREE CARE INC	TREE INVENTORY UPDATES	6,258.90
		<u>INVOICES TOTAL:</u> 6,258.90

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	264.46
1 AMERICAN PUBLIC WORKS ASSOC	NAME TAG/S CHRISTENSEN	25.00
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	93.49
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	1,103.17
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS/PAINT	1,118.60
1 MIDWEST SALT LLC	3-WAY DEICER	886.90
1 RANDALL PRESSURE SYSTEMS INC	MATERIALS & SUPPLIES	118.32
** 1 MICHAEL WARMUS	FOOD FOR SNOWPLOW DRIVERS	161.93
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	79.65
		<u>INVOICES TOTAL:</u> 3,851.52

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	157.45
		<u>INVOICES TOTAL:</u> 157.45

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGE/COFFEE/SUPPLIES	96.60
		<u>INVOICES TOTAL:</u> 96.60

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	38.92
1 CAROL STREAM LAWN & POWER	AIR FILTERS	21.98
1 FLEETPRIDE	MAINTENANCE SUPPLIES	479.08
1 FLEETPRIDE	MAINTENANCE SUPPLIES	351.96
1 HAWK FORD OF ST CHARLES	MAINTENANCE SUPPLIES	254.94
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	265.90
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	587.28
1 INTERSTATE BILLING SERVICE INC	CREDIT - RETURN	-555.00
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	69.55
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	192.81
1 RANDALL PRESSURE SYSTEMS INC	MAINTENANCE SUPPLIES	229.39
		<u>INVOICES TOTAL:</u> 1,936.81

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534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	1,912.50
	INVOICES TOTAL:	1,912.50

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	1,117.81
	INVOICES TOTAL:	1,117.81

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	CREDIT - COM-ED UTILITY INCENTIVE	-40.00
1 GRAINGER	STREET LIGHTING SUPPLIES	57.04
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	98.64
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	1,295.52
	INVOICES TOTAL:	1,411.20

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	PESTICIDE SEMINAR/TRAINING MANUALS	138.00
	INVOICES TOTAL:	138.00

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	LEISEBURG PARK STORM SEWER REPAIR	7,520.00
1 WELCH BROS INC	PVC PIPING/SUPPLIES	6,597.12
	INVOICES TOTAL:	14,117.12

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2023	142.33
	INVOICES TOTAL:	142.33

3000-DEBT SERVICE EXPENDITURES

523700-AGENTS FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UMB BANK N.A.	AGENT FEES/SERIES 2019	318.00
	INVOICES TOTAL:	318.00

4200-MUNICIPAL BLDG PROJECTS EXP

584022-PARKING LOT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 V3 COMPANIES LTD	OAK STREET PARKING LOT	5,550.00

** Indicates pre-issue check.

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INVOICES TOTAL: 5,550.00

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PULTE HOME COMPANY LLC	BOND REFUND/1744 EASTFIELD DR	1,000.00
1 PULTE HOME COMPANY LLC	BOND REFUND/1735 EASTFIELD DR	7,900.00
1 PULTE HOME COMPANY LLC	BOND REFUND/1747 EASTFIELD DR	7,900.00
1 PULTE HOME COMPANY LLC	BOND REFUND/1753 EASTFIELD DR	7,900.00
INVOICES TOTAL:		<u>24,700.00</u>

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - DECEMBER 22	460,217.10
INVOICES TOTAL:		<u>460,217.10</u>

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AQUA BACKFLOW INC	IEPA REQUIRED SURVEYS	16,801.25
** 1 CARDMEMBER SERVICE	CRADLEPOINT RENEWAL/SCADA	1,527.88
1 METROPOLITAN WATER RECLAMATION	SUNRISE LAKE 2022 USER CHARGE	45.78
1 OTM ENVIRONMENTAL SERVICES INC	WATER SYSTEM CHECKS/JAN 2023	11,350.00
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	12,441.08
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
INVOICES TOTAL:		<u>44,459.32</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	291.43
INVOICES TOTAL:		<u>291.43</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	GROUND STORAGE TANK STORAGE	2,496.00
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	144.83
INVOICES TOTAL:		<u>2,640.83</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	189.58
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3,038.55
1 NEXAMP INC	ELECTRIC BILL	628.22
1 NICOR GAS	GAS BILL	380.68

** Indicates pre-issue check.

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1 NICOR GAS	GAS BILL	146.28
		<u>INVOICES TOTAL:</u> 4,383.31

526000-SERVICE TO MAINTAIN VEHICLES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	150.00
		<u>INVOICES TOTAL:</u> 150.00

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	193.39
1 USA BLUE BOOK	MATERIALS & SUPPLIES	259.05
		<u>INVOICES TOTAL:</u> 452.44

530110-UNIFORMS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CUTLER WORKWEAR	UNIFORMS	271.36
		<u>INVOICES TOTAL:</u> 271.36

530120-CHEMICAL SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HAWKINS INC	CHEMICAL SUPPLIES	978.41
		<u>INVOICES TOTAL:</u> 978.41

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	INK CARTRIDGE/COFFEE/SUPPLIES	96.60
		<u>INVOICES TOTAL:</u> 96.60

532300-POSTAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SEBIS DIRECT INC	FEBRUARY BILLS POSTAGE	3,044.82
		<u>INVOICES TOTAL:</u> 3,044.82

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	137.47
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	19.86
		<u>INVOICES TOTAL:</u> 157.33

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ATLAS BOILER & WELDING CO INC	PUMP REPAIRS	3,818.80
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	1,175.15
		<u>INVOICES TOTAL:</u> 4,993.95

** Indicates pre-issue check.

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534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS	4,534.40
INVOICES TOTAL:		4,534.40

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA SEMINAR REGISTRATION	17.50
INVOICES TOTAL:		17.50

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2023	142.33
INVOICES TOTAL:		142.33

547072-DWC CAPITAL BUY IN PRINCIPAL

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

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE ESTATE OF PATRICIA SNEAD	REFUND/WATER BILL OVERPAYMENT	62.73
1 JAY KELLNER	REFUND/WATER BILL OVERPAYMENT	63.37
INVOICES TOTAL:		126.10

5090-WATER CAPITAL PROJECTS EXP

581030-WATER TOWER PAINTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DIXON ENGINEERING INC	STEARNS ROAD WATER TOWER	3,000.00
INVOICES TOTAL:		3,000.00

5100-SEWER OPERATING EXPENSES

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	291.43
INVOICES TOTAL:		291.43

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	144.84

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INVOICES TOTAL: **144.84**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	148.09
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	126.38
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	25,336.30
1 NEXAMP INC	ELECTRIC BILL	1,229.37
1 NICOR GAS	GAS BILL	1,396.90
1 NICOR GAS	GAS BILL	49.97
1 NICOR GAS	GAS BILL	50.72
1 NICOR GAS	GAS BILL	51.33
1 NICOR GAS	GAS BILL	54.91
1 NICOR GAS	GAS BILL	52.36
1 NICOR GAS	GAS BILL	161.04
1 NICOR GAS	GAS BILL	53.19
1 NICOR GAS	GAS BILL	163.40
1 NICOR GAS	GAS BILL	108.43
1 NICOR GAS	GAS BILL	88.55
<u>INVOICES TOTAL:</u>		29,070.94

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	7,179.45
<u>INVOICES TOTAL:</u>		7,179.45

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	405.24
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	322.80
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	150.00
<u>INVOICES TOTAL:</u>		878.04

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	264.47
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	32.17
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	188.08
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	941.91
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	112.95
1 PETROCHOICE LLC	MATERIALS & SUPPLIES	1,806.57
1 WAREHOUSE DIRECT	COFFEE/NITRILE GLOVES	179.28
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	12.36
<u>INVOICES TOTAL:</u>		3,537.79

530110-UNIFORMS

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

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1 CUTLER WORKWEAR	UNIFORMS	314.05
	INVOICES TOTAL:	314.05

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	3,677.20
1 HAWKINS INC	CHEMICAL SUPPLIES	3,696.00
1 HAWKINS INC	CHEMICAL SUPPLIES	7,440.37
1 SOLENIS LLC	CHEMICAL SUPPLIES	16,831.47
	INVOICES TOTAL:	31,645.04

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	FEBRUARY BILLS POSTAGE	3,044.81
	INVOICES TOTAL:	3,044.81

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BERRYMAN EQUIPMENT COMPANY	BLOWER REPAIRS	1,200.00
1 GRAINGER	MAINTENANCE SUPPLIES	112.02
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	505.14
1 VORTEX TECHNOLOGIES INC	FLOW TRANSMITTER INSTALLATION	3,643.97
	INVOICES TOTAL:	5,461.13

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY LLC	EXIT SIGNS	704.92
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	1,117.82
	INVOICES TOTAL:	1,822.74

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA SEMINAR REGISTRATION	17.50
	INVOICES TOTAL:	17.50

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2023	142.34
	INVOICES TOTAL:	142.34

5190-SEWER CAPITAL PROJECTS EXP

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTRUCTION & GEOTECHNICAL	SOIL TESTING	1,926.00
1 RUBINO ENGINEERING INC	CONCRETE COMPRESSION TESTING	1,199.00

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INVOICES TOTAL: **3,125.00**

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	6,497.00
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	6,345.00
<u>INVOICES TOTAL:</u>		12,842.00

5200-PARKING OPERATING EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	131.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	67.01
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	30.34
1 NEXAMP INC	ELECTRIC BILL	278.06
1 NICOR GAS	GAS BILL	139.74
1 NICOR GAS	GAS BILL	479.17
1 VERIZON WIRELESS	WIRELESS SERVICES	42.02
<u>INVOICES TOTAL:</u>		1,168.24

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	METRA INTERNET SERVICE	62.35
<u>INVOICES TOTAL:</u>		62.35

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	4.59
<u>INVOICES TOTAL:</u>		4.59

570100-MACHINERY & EQUIPMENT

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

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2023	288.35
<u>INVOICES TOTAL:</u>		288.35

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DOOR PUSH PLATES/ADDRESS LABELS	87.42

** Indicates pre-issue check.

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1 GREAT LAKES SERVICE	DRAIN PAN REPLACEMENT	186.49
	INVOICES TOTAL:	273.91

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	426.47
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	15.82
1 NEXAMP INC	ELECTRIC BILL	8.60
1 NICOR GAS	GAS BILL	1,580.69
	INVOICES TOTAL:	2,031.58

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/FRYING PANS	91.02
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	100.00
	INVOICES TOTAL:	191.02

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DOOR PUSH PLATES/ADDRESS LABELS	30.72
	INVOICES TOTAL:	30.72

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	5.27
1 NEXAMP INC	ELECTRIC BILL	2.87
1 NICOR GAS	GAS BILL	569.02
1 NICOR GAS	GAS BILL	526.90
	INVOICES TOTAL:	1,104.06

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CANON LASER PRINTER	84.58
	INVOICES TOTAL:	84.58

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	94.70
	INVOICES TOTAL:	94.70

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	278.86
	INVOICES TOTAL:	278.86

** Indicates pre-issue check.

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5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.33
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.83
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2023	38.32
INVOICES TOTAL:		192.48

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	DRAIN PAN REPLACEMENT	186.49
INVOICES TOTAL:		186.49

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2.64
1 NEXAMP INC	ELECTRIC BILL	1.43
1 NICOR GAS	GAS BILL	263.45
INVOICES TOTAL:		267.52

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/FRYING PANS	161.36
INVOICES TOTAL:		161.36

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE	273.14
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	247.00
INVOICES TOTAL:		520.14

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALSCO	LINEN SERVICES	117.52
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	61.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.34
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.84
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2023	38.33
INVOICES TOTAL:		391.03

524100-BUILDING MAINTENANCE SERVICES

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/21/2023

1 GREAT LAKES SERVICE	DRAIN PAN REPLACEMENT	186.50
		INVOICES TOTAL: 186.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2.64
1 NEXAMP INC	ELECTRIC BILL	1.43
1 NICOR GAS	GAS BILL	263.45
		INVOICES TOTAL: 267.52

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/FRYING PANS	161.36
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	119.66
		INVOICES TOTAL: 281.02

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	204.52
1 GRECO AND SONS INC	FOOD PURCHASE	273.14
1 GRECO AND SONS INC	FOOD PURCHASE	83.80
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	780.95
		INVOICES TOTAL: 1,342.41

5580-GOLF MIDWAY EXPENSES

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE	273.15
		INVOICES TOTAL: 273.15

6000-CENTRAL SERVICES EXPENSES

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	GIS AUTOMATION/MDM FEES	82.22
		INVOICES TOTAL: 82.22

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FIGMENT GROUP INC	ANNUAL DOT CONSORTIUM FEE	375.00
		INVOICES TOTAL: 375.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	FIRE ALARM INSPECTION FEES	495.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 2/21/2023

1 ALLEGIANT FIRE PROTECTION LLC	FIRE ALARM INSPECTION FEES	1,690.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2023	3,864.00
<u>INVOICES TOTAL:</u>		<u>6,049.00</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	410.11
1 VERIZON WIRELESS	WIRELESS SERVICES	572.25
<u>INVOICES TOTAL:</u>		<u>982.36</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	468.86
1 NEXAMP INC	ELECTRIC BILL	103.13
1 NICOR GAS	GAS BILL	249.90
1 NICOR GAS	GAS BILL	1,767.84
<u>INVOICES TOTAL:</u>		<u>2,589.73</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PHONE CORD REPLACEMENT	12.99
1 BANCTEC INC	ROLLER KIT FOR CHECK FOLDER	325.00
** 1 CARDMEMBER SERVICE	SYMPATHY FLOWERS	109.99
1 IMAGING ESSENTIALS INC	PLOTTER PAPER	149.27
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	254.49
1 WAREHOUSE DIRECT	PAPER TOWELS	153.12
<u>INVOICES TOTAL:</u>		<u>1,004.86</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	20.80
<u>INVOICES TOTAL:</u>		<u>20.80</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ANNUAL LINKEDIN RENEWAL FEE	239.88
<u>INVOICES TOTAL:</u>		<u>239.88</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS EL	FLOWERS	91.99
<u>INVOICES TOTAL:</u>		<u>91.99</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	1.49

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/21/2023**

INVOICES TOTAL: 1.49

7200-BLUFF CITY SSA DEBT SERV EXP

547004-SSA BOND INTEREST EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUFF CITY LLC	BLUFF CITY SSA DEBT SERVICE PYMT	5,291.00
		<u>INVOICES TOTAL: 5,291.00</u>

547005-SSA BOND PRINCIPAL PAYMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 BLUFF CITY LLC	BLUFF CITY SSA DEBT SERVICE PYMT	445,000.00
		<u>INVOICES TOTAL: 445,000.00</u>

900000-POOLED CASH & INVESTMENT FUND

100002-CASH - MONEY MARKET

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FISERV/BASTOGNE INC	FISERV ONLINE RETURN	69.71
		<u>INVOICES TOTAL: 69.71</u>

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: 1,341,697.51

GENERAL FUND	168,578.36
DEBT SERVICE FUND	318.00
MUNICIPAL BUILDING FUND	5,550.00
DEVELOPER DEPOSITS FUND	24,700.00
WATER FUND	566,153.43
SEWER FUND	99,517.10
PARKING FUND	1,635.18
GOLF FUND	8,447.40
CENTRAL SERVICES FUND	11,437.33
BLUFF CITY SSA DEBT SERV FUND	450,291.00
POOLED CASH & INVESTMENT FUND	5,069.71
GRAND TOTAL	1,341,697.51

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2022/23 as of December 31, 2022

Fund	Detail of Ending Balance			Disbursements	Receipts	11/30/2022	12/31/2022
	Cash	Investments	Net Assets/Liab.				
General	6,318,480	14,824,072	935,837	4,495,989	2,187,415	24,386,962	22,078,388
MFT	1,308,574	2,330,022	1,335,532	840,269	148,800	5,665,597	4,974,128
Debt Service	8,459	23,286	578	2,620,429	267,819	2,384,933	32,323
Capital Projects	11,363	31,282	5,048,704	0	188	5,091,162	5,091,349
Municipal Building	758,784	2,088,852	279,989	0	2,000,599	1,127,026	3,127,625
Developer Deposits	1,235	4,296,962	(1,861,637)	0	64	2,436,496	2,436,560
59 & Lake TIF	300,036	825,968	(3,704,651)	0	0	(2,578,647)	(2,578,647)
BC Municipal TIF	498,816	1,373,188	(28,982)	50,010	43,517	1,849,515	1,843,023
Bluff City TIF Municipal	64,450	177,425	0	0	18	241,858	241,875
Water	2,005,466	5,520,558	(1,465,325)	1,650,080	1,000,525	6,710,253	6,060,698
Sewer	1,229,729	3,385,037	19,521,977	5,448,193	5,331,927	24,253,010	24,136,744
Parking	0	0	(184,054)	22,935	3,610	(164,728)	(184,054)
Golf	0	0	(280,369)	203,318	48,715	(125,766)	(280,369)
Central Services	197,956	544,953	124,554	132,440	121,859	878,045	867,464
Vehicle Replacement	568,807	1,565,864	2,073,225	16,570	59,334	4,165,132	4,207,896
TOTALS	13,272,156	36,987,468	21,795,379	15,480,232	11,214,389	76,320,847	72,055,003

BC Project TIF	0	0	10,091,562	957,732	720,249	10,329,045	10,091,562
Bluff City Project TIF	3,002	8,263	0	1,108,301	792	1,118,774	11,265
Bluff City SSA Debt Srvc.	0	0	11,383	496,200	8,607	498,976	11,383
Police Pension	3,026,178	51,463,031	7,290	246,541	274,118	54,468,921	54,496,499


 Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
 FISCAL YEAR 2022/23 as of December 31, 2022

Fund	Revenues			Expenditures				
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	22,890,725	27,110,465	84.44%	77.96%	21,813,120	30,083,547	72.51%	67.73%
MFT	1,619,532	2,105,128	76.93%	64.35%	1,797,779	2,870,000	62.64%	52.19%
Debt Service	2,068,752	2,966,810	69.73%	79.65%	2,958,485	2,962,167	99.88%	99.88%
Capital Projects	2,782,277	2,763,462	100.68%	100.00%	500,000	500,000	100.00%	0.00%
Municipal Building	2,121,719	2,004,200	105.86%	65.88%	0	476,000	0.00%	0.12%
Developer Deposits	13,999	172,500	8.12%	49.39%	15,750	241,958	6.51%	20.04%
Bluff City SSA	13,448	947,509	1.42%	42.58%	525,613	981,925	53.53%	97.33%
59 & Lake TIF	(2,564,078)	61,000	-4203.41%	0.00%	14,569	61,000	23.88%	0.00%
Bluff City Municipal TIF	71,504	60,100	118.97%	148.70%	0	105,000	0.00%	0.00%
Bluff City Project TIF	1,111,575	2,100,500	52.92%	40.26%	1,108,301	2,100,000	52.78%	40.27%
Brewster Creek Municipal TIF	956,957	1,015,500	94.24%	107.09%	361,934	2,119,354	17.08%	34.86%
Brewster Creek Project TIF	9,215,895	8,055,000	114.41%	83.66%	3,264,530	8,052,000	40.54%	42.75%
Water	8,987,900	12,812,500	70.15%	71.59%	7,302,616	14,582,092	50.08%	55.59%
Sewer	17,000,065	22,710,000	74.86%	19.57%	15,033,457	22,722,961	66.16%	15.65%
Parking	38,786	50,000	77.57%	23.89%	84,873	239,902	35.38%	34.90%
Golf	2,179,223	2,507,558	86.91%	81.82%	1,880,450	2,496,920	75.31%	72.70%
Central Services	973,727	1,456,154	66.87%	66.65%	1,004,405	1,553,135	64.67%	57.96%
Vehicle Replacement	667,625	704,992	94.70%	67.74%	497,222	989,000	50.28%	33.89%
Police Pension	847,153	7,061,621	12.00%	113.41%	1,930,666	3,487,530	55.36%	30.54%
Subtotal	70,996,784	96,664,999	73.45%	66.76%	60,093,768	96,624,491	62.19%	45.64%
Less Interfund Transfers	(8,079,516)	(4,772,975)	169.28%	69.29%	(8,079,516)	(4,772,975)	169.28%	69.29%
Total	62,917,268	91,892,024	68.47%	66.61%	52,014,252	91,851,516	56.63%	44.40%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2022/23 as of December 31, 2022

Fund	Actual	Current Year		Prior YTD %
		Budget	Percent	
Property Taxes	8,091,487	11,629,537	69.58%	80.54%
Sales Taxes (General Fund)	2,493,675	3,400,000	73.34%	67.88%
Income Taxes	4,490,178	5,400,000	83.15%	81.53%
Telecommunications Tax	285,070	410,000	69.53%	60.87%
Home Rule Sales Tax	1,835,629	2,500,000	73.43%	71.41%
Real Estate Transfer Tax	616,223	850,000	72.50%	123.73%
Use Tax	1,093,389	1,600,000	68.34%	115.46%
Building Permits	734,699	650,000	113.03%	99.20%
MFT	1,122,896	1,650,000	68.05%	72.51%
Water Charges	8,644,916	12,600,000	68.61%	71.15%
Sewer Charges	4,761,633	6,550,000	72.70%	70.17%
Interest Income	308,773	38,300	806.20%	0.22%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2022/23 as of December 31, 2022

Fund	Actual	Current Year		Percent
		Budget	Percent	
Golf Program				
Revenues	1,278,537	1,430,558		89.37%
Expenses	1,005,221	1,397,786		71.92%
Net Income	<u>273,316</u>	<u>32,772</u>		833.99%
F&B - Restaurant				
Revenues	130,970	149,000		87.90%
Expenses	311,121	365,622		85.09%
Net Income	<u>(180,151)</u>	<u>(216,622)</u>		83.16%
F&B - Banquet				
Revenues	612,872	780,000		78.57%
Expenses	494,274	667,812		74.01%
Net Income	<u>118,598</u>	<u>112,188</u>		105.71%
F&B - Midway				
Revenues	156,845	148,000		105.98%
Expenses	69,834	65,700		106.29%
Net Income	<u>87,010</u>	<u>82,300</u>		105.72%
Golf Fund Total				
Revenues	2,179,223	2,507,558		86.91%
Expenses	1,880,450	2,496,920		75.31%
Net Income	<u>298,773</u>	<u>10,638</u>		2808.55%

Sales Taxes

Month	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
May	143,188	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859
June	162,596	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635	281,954
July	173,657	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678	303,057
August	191,196	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161
September	186,097	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874	334,152
October	184,425	190,872	204,424	209,930	215,328	211,089	262,349	221,535	299,302	380,114
November	186,229	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608	319,337
December	170,530	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	316,040
January	174,037	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	
February	149,669	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	
March	210,506	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	
April	151,678	141,054	149,630	167,837	180,413	170,866	193,930	211,072	247,260	
Total	2,083,807	2,076,100	2,210,232	2,352,909	2,440,227	2,401,729	2,532,977	2,468,994	3,464,989	2,493,675
% increase	1.73%	-0.37%	6.46%	6.46%	3.71%	-1.58%	5.46%	-2.53%	40.34%	0.58%

Budget	2,010,000	2,075,000	2,115,000	2,205,000	2,400,000	2,425,000	2,460,000	2,575,000	3,400,000	3,400,000
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SUSANA A. MENDOZA

ILLINOIS STATE COMPTROLLER

VENDOR WARRANT DETAIL

BARTLETT VILLAGE TREASURER



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Warrant/EFT#: EF 0011885

Fiscal Year	2023	Issue Date	12/08/22		
Warrant Total	\$316,040.42	Warrant Status			
Agency	Contract	Invoice	Voucher	Agency Amount	
492 - REVENUE		A2305853	3A2305853	\$316,040.42	

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$316,040.42	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 12/08/2022
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: SEP. 2022 COLL MO: OCT. 2022 VCHR MO: DEC. 2022
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

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MOTOR FUEL TAX

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
May	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706
June	80,212	58,408	58,737	72,645	79,592	76,204	99,562	138,322	143,599
July	89,915	103,948	94,278	95,252	93,416	95,250	121,837	137,127	140,615
August	61,056	100,154	89,533	89,970	90,079	137,033	142,172	148,687	135,008
September	83,006	67,441	79,032	79,527	75,247	148,846	132,059	142,475	146,887
October	89,337	87,626	91,489	91,053	98,725	136,575	130,305	131,236	139,533
November	90,552	101,486	93,216	92,796	92,950	153,788	131,647	144,611	140,270
December	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239	160,435
January	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177	
February	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768	
March	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179	
April	95,841	93,782	90,224	94,326	91,212	122,218	135,751	138,279	
Subtotal	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	1,145,052
Plus:									
High Growth	37,682	37,743	37,801	37,266	36,909	9,192	89,348	61,771	
Jobs Now	359,592								
Rebuild Illinois							1,357,885	905,256	452,628
Total	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	1,597,681
Budget	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000

Annual Inc in \$ only MFT Allocations -0.73% 4.37% -0.91% 0.74% -0.58% 45.37% -2.97% 11.34% 4.70%



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

January 3, 2023

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR DECEMBER, 2022

Beginning Unobligated Balance		\$8,511,949.94
Motor Fuel Tax Fund Allotment	\$94,448.05	
MFT Transportation Renewal Fund Allotment	\$65,986.48	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$160,434.53
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$8,672,384.47

PROCESSED TRANSACTIONS:

LGDF (Local Government Distributive Fund) - Local Share of State Income Tax Revenue

The local municipalities share of the state income tax is not a grant, but is part of an irrevocable commitment to municipalities in return for their support in creating a state income tax in 1969.

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
May	409,164	385,165	517,788	703,098	622,835	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763
June	218,172	245,987	272,230	238,871	231,987	306,761	268,673	285,636	261,088	258,429	257,341	608,397	383,282
July	306,618	318,662	349,582	365,845	383,947	432,821	383,442	377,861	353,016	386,474	408,647	545,787	647,045
August	201,020	219,229	219,366	227,299	223,978	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265
September	206,152	211,017	217,593	221,748	219,026	239,229	243,902	212,997	252,907	245,191	316,571	323,647	362,169
October	299,619	335,157	342,618	386,875	390,808	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057
November	225,490	213,448	258,884	256,145	263,481	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871
December	249,379	200,970	213,647	204,452	198,121	216,813	219,162	214,871	234,648	269,799	274,242	314,565	376,725
January	294,311	298,588	331,177	378,611	335,663	406,804	354,337	313,145	341,897	377,110	436,922	560,065	
February	351,345	344,257	390,939	401,803	500,840	445,170	409,813	453,275	411,330	388,526	461,926	698,349	
March	175,237	229,674	219,213	229,493	218,490	257,723	214,499	227,873	247,673	288,908	318,357	302,694	
April	301,466	356,610	380,648	401,317	446,490	398,780	413,655	349,908	397,816	424,333	507,617	646,664	
Total	3,227,973	3,358,764	3,713,686	4,015,557	4,035,686	4,391,638	3,895,179	3,736,819	4,000,843	4,466,301	4,723,974	5,925,343	4,490,178
LGDF @ 10%	4,961,731	5,597,940	6,189,477	6,692,595	6,240,385	5,489,548	4,868,974	6,145,469	7,037,087	7,767,480	7,855,193	9,777,794	6,740,237
DIFFERENCE	(1,733,758)	(2,239,176)	(2,475,791)	(2,677,038)	(2,204,699)	(1,097,910)	(973,795)	(2,408,650)	(3,036,244)	(3,301,179)	(3,131,219)	(3,852,451)	(2,250,059)

LGDF Effective % Rate Changes

- 7/1/2010 - 10% to 6%
- 2/1/2015 - 6% to 8%
- 8/1/2017 - 8% to 5.45%
- 7/1/2018 - 5.45% to 5.75%
- 7/1/2020 - 5.75% to 6.06%
- 8/1/2022 - 6.06% to 6.16%

RECOGNITION OF GIRL SCOUTS SILVER AND BRONZE AWARDS

On behalf of the Village of Bartlett, I send my sincere congratulations to the following young ladies who worked hard to make a difference in our community.

Girl Scouts of Northern Illinois, Troop 1132

These girls are in the 8th grade and recently completed their Silver Award.

This award is second in the progression of projects eventually leading to the Gold Award which they have the option to earn as a high-schooler. The Gold Award is similar to Eagle Scout ranking for Boy Scouts.

For the Silver Project, these girls had to work together as a team and put in 50 hours towards a project to better their community in an area they are passionate about.

The first group of 3 girls chose the topic of animal shelters. They planned and hosted an event for younger Girl Scouts in our area to teach them about animals in shelters. They made tug toys and dog treats to donate. They also hosted a donation drive and partnered with Walmart to host a booth and asked patrons for donations. They also volunteered at the animal shelter themselves.

- Claire Robinson
- Katie Salzwedel
- Sophia Ambriz

The second group of 4 girls chose the topic of foster children. They partnered with a local foster closet and researched their needs and came up with ways they could help. They worked with the Bartlett Library to organize a donation drive. They worked with the Student Council at Eastview Middle School and got approval to host a donation drive at their school. They assisted the foster closet with organizing and sorting donations. They also worked a booth at Walmart to spread the word about how foster children need our help and collected donations there. Lastly, they are just wrapping up a donation drive at the Carol Stream Library. Their resilience, dedication, and passion for their cause is inspiring.

- Rachel Cropper
- Isabella Nelson
- Aarushi Mehta
- Adelaide Wheeler

Girl Scouts of Northern Illinois, Troop 1994

These girls are in the 6th grade and recently completed their Bronze Award.

This award is the first in the progression of projects eventually leading to the Gold Award.

For the Bronze Project, these girls had to work together as a team and put in 20 hours towards a project to better their community in an area they are passionate about. They worked with their elementary school and put on a supply drive. They created a video sharing how Jared Boxes help kids in hospitals and hosted a donation drive. They sorted and created Jared Boxes and delivered them to a local hospital.

- Quinn Salzwedel
- Molly Paulsen

COMMISSION APPOINTMENTS

Economic Development Commission

One-Year Term

With the advice and consent of the Village Board, I appoint Bruce Suffern to a 1-year term on the Economic Development Commission beginning February 21, 2023 and ending February 21, 2024

Motion to Concur to the Appointment of Bruce Suffern to the Economic Development Commission for a 1-Year Term.

Planning and Zoning Commission

Two-Year Term

With the advice and consent of the Village Board, I appoint John Batterman to a 2-year term on the Planning and Zoning Commission beginning February 21, 2023 and ending February 21, 2025

Motion to Concur to the Appointment of John Batterman to the Planning and Zoning Commission for a 2-Year Term.

Lorna Giles

From: Paula Schumacher
Sent: Friday, February 3, 2023 3:33 PM
To: Kevin Wallace
Subject: FW: Board & Commission Application

Letter Sent 2/6/23

Hi
See below from Bruce.

Paula Schumacher | Village Administrator
Village of Bartlett | 228 S. Main St. | Bartlett, IL 60103
Office: 630.837.0800 | Fax: 630.837.7168



From: webmaster@village.bartlett.il.us <webmaster@village.bartlett.il.us>
Sent: Friday, February 3, 2023 3:31 PM
To: Chris Hostetler <chostetler@bartlett.il.gov>; Paula Schumacher <PSchumacher@bartlett.il.gov>; Lorna Giles <lgiles@bartlett.il.gov>
Subject: Board & Commission Application

CAUTION This e-mail originated **outside** of the Village of Bartlett. **DO NOT** click links or open attachments unless you are expecting the email and know the content is safe. If you have any doubt, contact the sender by phone to confirm.

A new entry to a form/survey has been submitted.

Form Name: Village of Bartlett Board & Commission Application
Date & Time: 02/03/2023 1:30 PM
Response #: 50
Submitter ID: 5221
IP address: 2601:246:4503:4fb0:7c4c:3e74:27d8:752
Time to complete: 9 min. , 38 sec.

Survey Details

Page 1

1. Please answer all of the questions below.
Name: Bruce Suffern
Address:
Phone:
Email:
How long have you been a Bartlett resident? 42years

2. Please check the box of the commission(s) you are interested in joining:

Economic Development Commission

3. Please explain your experience and qualifications as they relate to this position:

40 years of owning and managing a retail business in downtown Bartlett. Also have owned property in downtown Bartlett for 36 years. I respect the opinion of others and enjoy working in a group. Would hope I could contribute to the community and Bartlett's growth

Thank you,
Village of Bartlett

This is an automated message generated by Granicus. Please do not reply directly to this email.

Lorna Giles

From: webmaster@village.bartlett.il.us
Sent: Friday, April 9, 2021 6:13 PM
To: Chris Hostetler; Paula Schumacher; Lorna Giles
Subject: Board & Commission Application

Letter Sent 4-12-21

CAUTION This e-mail originated **outside** of the Village of Bartlett. **DO NOT** click links or open attachments unless you are expecting the email and know the content is safe. If you have any doubt, contact the sender by phone to confirm.

A new entry to a form/survey has been submitted.

Form Name: Village of Bartlett Board & Commission Application
Date & Time: 04/09/2021 4:13 PM
Response #: 36
Submitter ID: 4723
IP address: 2600:1008:b042:74c4:1068:2cb1:a5fc:a5b9
Time to complete: 7 min. , 18 sec.

Survey Details

Page 1

1. Please answer all of the questions below.

Name: John Battermann

Address:

Phone:

Email:

How long have you been a Bartlett resident? 16 years

2. Please check the box of the commission(s) you are interested in joining:

Plan Commission

3. Please explain your experience and qualifications as they relate to this position:

I think I have a fair knowledge of city ordinances, as well as a good sense of Bartlett community issues that could impact items up for plan committee discussion. I am currently the treasurer on the Executive Board for the Bartlett Raiders youth cheerleading and football leagues, so I am familiar with park district operations. Most of all, I am fair and open-minded, a good listener, and detail oriented.

Thank you,
Village of Bartlett

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

COMMISSION RE-APPOINTMENTS

Bike and Run Advisory Committee

Two-Year Term

1. With the advice and consent of the Village Board, I re-appoint Barry Krall to serve a two-year term on the Bike and Run Advisory Committee beginning February 21, 2023 and expiring February 21, 2025

Motion to Concur to the re-appointment of Barry Krall to serve a two-year term on the Bike and Run Advisory Committee beginning February 21, 2023 and expiring February 21, 2025

Three-Year Term

2. With the advice and consent of the Village Board, I re-appoint Dan Palmer to serve a three-year term on the Bike and Run Advisory Committee beginning February 21, 2023 and expiring February 21, 2026

Motion to Concur to the re-appointment of Dan Palmer to serve a three-year term on the Bike and Run Advisory Committee beginning February 21, 2023 and expiring February 21, 2026

3. With the advice and consent of the Village Board, I re-appoint John Goetz to serve a three-year term on the Bike and Run Advisory Committee beginning February 21, 2023 and expiring February 21, 2026

Motion to Concur to the re-appointment of John Goetz to serve a three-year term on the Bike and Run Advisory Committee beginning February 21, 2023 and expiring February 21, 2026

Economic Development Commission

Two-Year Term

1. With the advice and consent of the Village Board, I re-appoint Adam Lewensky to serve a two-year term on the Economic Development Commission beginning February 21, 2023 and expiring February 21, 2025

Motion to Concur to the re-appointment of Adam Lewensky to serve a two-year term on the Economic Development Commission beginning February 21, 2023 and expiring February 21, 2025

Three-Year Term

2. With the advice and consent of the Village Board, I re-appoint Kirsten Erickson to serve a three-year term on the Economic Development Commission beginning February 21, 2023 and expiring February 21, 2026

Motion to Concur to the re-appointment of Kirsten Erickson to serve a three-year term on the Economic Development Commission beginning February 21, 2023 and expiring February 21, 2026

3. With the advice and consent of the Village Board, I re-appoint Gerald Kubaszko to serve a three-year term on the Economic Development Commission beginning February 21, 2023 and expiring February 21, 2026

Motion to Concur to the re-appointment of Gerald Kubaszko to serve a three-year term on the Economic Development Commission beginning February 21, 2023 and expiring February 21, 2026

4. With the advice and consent of the Village Board, I re-appoint Robert Perri to serve a three-year term on the Economic Development Commission beginning February 21, 2023 and expiring February 21, 2026

Motion to Concur to the re-appointment of Robert Perri to serve a three-year term on the Economic Development Commission beginning February 21, 2023 and expiring February 21, 2026

PLANNING & DEVELOPMENT SERVICES MEMORANDUM
23-08

DATE: February 10, 2022

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, PDS Director *KJ*

RE: (#23-01) Zoning Map Update – 2023

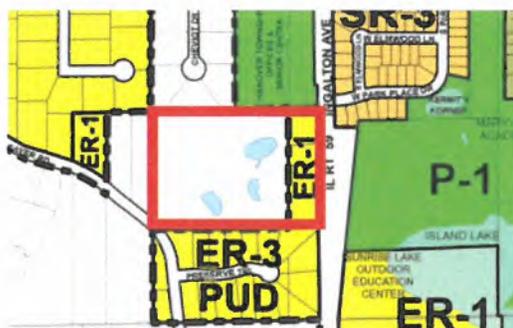
The following is a list of changes made to the Village of Bartlett's official zoning map during the calendar year of 2022. As stated in the Illinois Compiled Statutes 65 ILCS 5/11-13-19, the village is required to publish a map of all the zoning changes made in the preceding year prior to March 31st. An updated map is attached for your reference.

Staff is requesting that the zoning map update be forwarded directly to the Village Board to expedite the changes to the map.

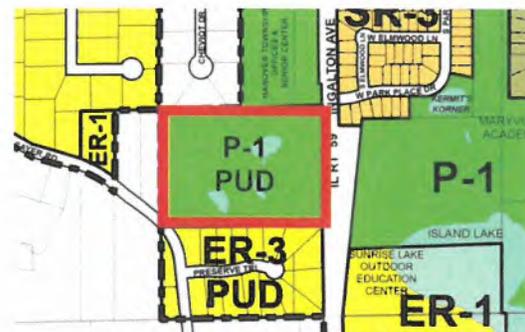
Annexation and Rezoning

There was one (1) annexation, rezoning and consolidation in 2022:

1. Hanover Township Campus Expansion (Case #21-13)
Annexed and rezoned ER-1 Estate Residence Zoning District to the P-1 Public Lands Zoning District, consolidated 3 lots into 1 lot



2022 Zoning Map



Proposed 2023 Zoning Map

Subdivisions

Three (3) plats of subdivision were approved in 2022:

1. Grasslands Subdivision – 201 lot subdivision (Case #21-12)



2022 Zoning Map



Proposed 2023 Zoning Map

2. Dunkin Subdivision – 2 lot commercial subdivision (Case #20-18)



2022 Zoning Map



Proposed 2023 Zoning Map

3. Townhomes at the Grasslands Subdivision – 27 lot subdivision (Case #22-09)



2022 Zoning Map



Proposed 2023 Zoning Map

Recommendation

1. The staff recommends **approval** of the changes to the official zoning map.
2. An ordinance approving of the update to the official zoning map for 2023 is attached for your review.

ORDINANCE 2023-_____

**AN ORDINANCE ADOPTING THE VILLAGE OF BARTLETT, ILLINOIS
OFFICIAL ZONING MAP 2023**

WHEREAS, it is required by the Illinois Compiled Statutes (65 ILCS 5/11-13-19) that the corporate authorities shall cause to be published no later than March 31st of each year a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of the municipality for the preceding calendar year.

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 adopts and publishes the Village of Bartlett, Illinois-Official Zoning Map 2023 appended hereto as Exhibit A, expressly made a part hereof.

SECTION TWO: That the Village Clerk is hereby authorized and directed to publish this Ordinance, including the Official Zoning Map adopted and approved herein.

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 after its passage, approval and publication in pamphlet form, as required by law.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: February 21, 2023

APPROVED: February 21, 2023

Kevin Wallace, Village President

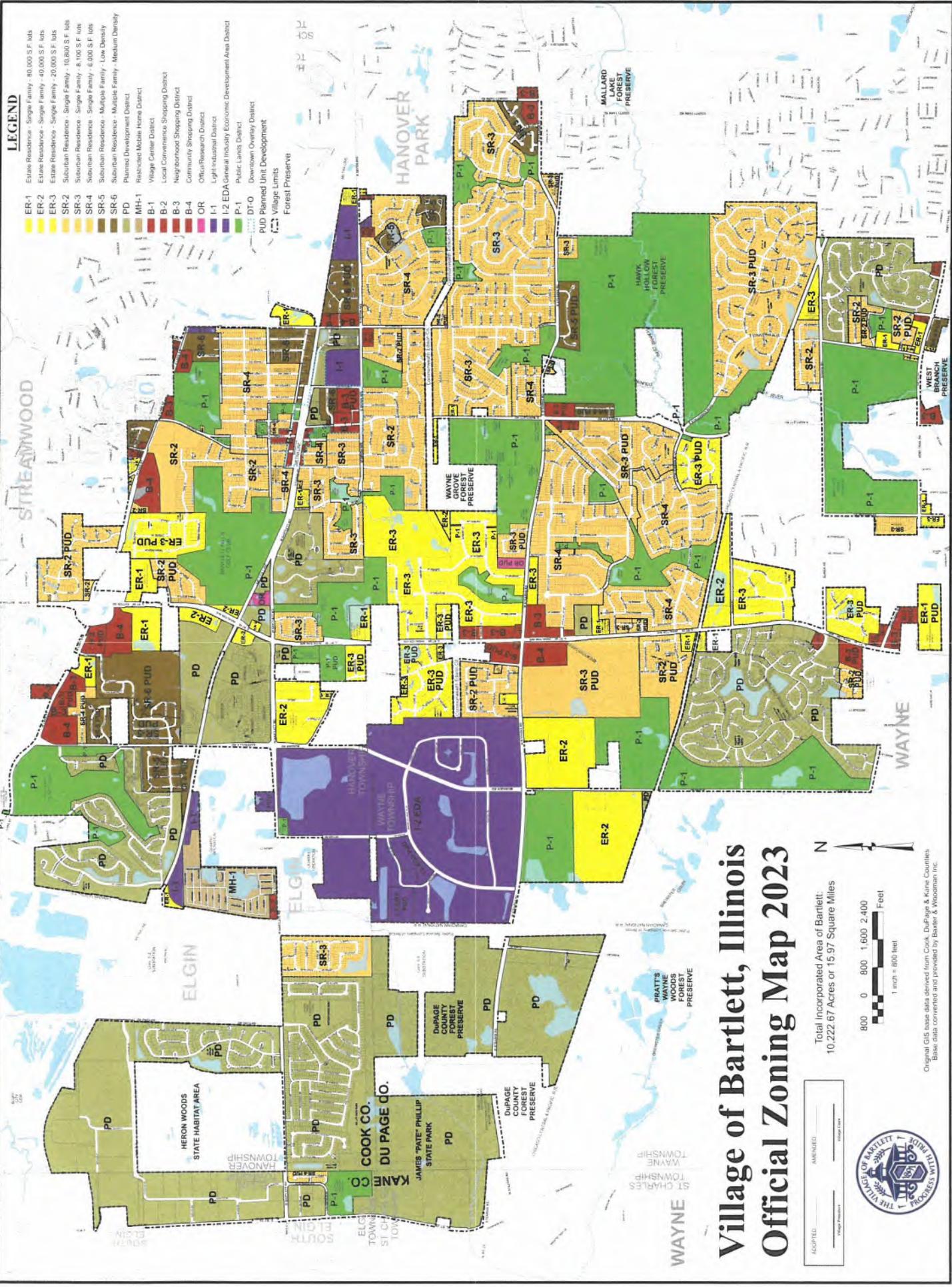
ATTEST:

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 2023- _____ enacted on February 21, 2023 and approved on February 21, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



LEGEND

- ER-1 Estate Residence - Single Family - 40,000 S.F. lots
- ER-2 Estate Residence - Single Family - 40,000 S.F. lots
- ER-3 Estate Residence - Single Family - 20,000 S.F. lots
- SR-2 Suburban Residence - Single Family - 10,000 S.F. lots
- SR-3 Suburban Residence - Single Family - 8,100 S.F. lots
- SR-4 Suburban Residence - Single Family - 6,100 S.F. lots
- SR-5 Suburban Residence - Single Family - 6,000 S.F. lots
- SR-6 Suburban Residence - Multiple Family - Medium Density
- PD Planned Development District
- MH-1 Restricted Mobile Home District
- B-1 Village Center District
- B-2 Local Convenience Shopping District
- B-3 Neighborhood Shopping District
- B-4 Community Shopping District
- OR Office/Research District
- L1 Light Industrial District
- L2 EDA General Industry Economic Development Area District
- P-1 Public Lands District
- DTO Downtown Overlay District
- PUD Planned Unit Development
- Village Limits
- Forest Preserve

Village of Bartlett, Illinois Official Zoning Map 2023

Total Incorporated Area of Bartlett:
10,222.67 Acres or 15.97 Square Miles

800 0 800 1,600 2,400 Feet
1 inch = 800 feet

Original GIS base data derived from Cook, DuPage & Kane Counties.
Base data converted and provided by Baxter & Woodman Inc.

ADOPTED: _____ AMENDED: _____

Village President: _____



WAYNE
ST CHARLES TOWNSHIP
WAYNE TOWNSHIP
PRATTS WAYNE FOREST PRESERVE

ELGIN
SOUTH ELGIN TOWNSHIP
COOK CO.
DU PAGE CO.
KANE CO.
JAMES "PAT" PHILLIP STATE PARK

ELGIN
Heron Woods State Habitat Area
HANOVER TOWNSHIP



Agenda Item Executive Summary

Item Name Site E Purchase Amendment Committee or Board Board

BUDGET IMPACT			
Amount:	\$100,000	Budgeted	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

The village has continued working diligently with Mr. Rafidia of MMAJ, LLC, in the sale of the village-owned 1.87-acre parcel at the southwest corner of Railroad Avenue and Berneau commonly referred to as Opportunity Site E per the Downtown TOD Plan.

As the village's economic development team continued meeting and negotiating with representatives of Aldi in an effort to facilitate a land lease for a site as Streets of Bartlett shopping center, the sale of this key downtown parcel became part of it.

In an effort to induce MMAJ, LLC to enter into a land lease with Aldi, the village offered a reduction in the sale price of Site E. This not only facilitates attracting Aldi to downtown Bartlett, but will assist MMAJ, LLC, in moving forward with the construction of The Residences at Bartlett Station, a five-story 90-unit apartment building.

The Amendment lowers the price from \$350,000 (\$400,000 with a \$50,000 closing credit) to \$100,000.

This Amendment is contingent upon both MMAJ, LLC and Aldi, Inc entering a ground lease on or before March 3, 2023.

ATTACHMENTS (PLEASE LIST)

Staff Memo, Ordinance

ACTION REQUESTED

Motion - I Move to Approve Ordinance 2023 - ____ AN ORDINANCE APPROVING THE THIRD AMENDMENT TO REAL ESTATE SALE AND PURCHASE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MMAJ, LLC

Staff: Tony Fradin, Economic Dev Coordinator Date: February 14, 2023

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: February 13, 2023
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator
RE: Site E Purchase Amendment

BACKGROUND:

In May of 2020, the village entered into a real estate sale and purchase agreement for the 1.872+/- acre vacant parcel located at the southeast corner of E. Railroad Avenue & S. Berteau Avenue with MMAJ, LLC. That corporation is controlled by Mr. Rafidia, the owner of Streets of Bartlett shopping center.

The land parcel is commonly known as Opportunity Site E per the Downtown Bartlett Transit Oriented Development (TOD) plan that was formally adopted in summer of 2016.

The purchase price was \$400,000 with a \$50,000 credit from the village to remove excess soils and to remove and relocate existing underground utilities.

Meanwhile, as the village continued negotiating with Aldi, the topic of this land sale became an element of discussion.

DISCUSSION:

As Mayor Wallace and the economic development team worked diligently to bring Aldi and Mr. Rafidia together in regard to entering into a land lease, the discussion turned to the Site E apartment project that Mr. Rafidia intends to develop this year.

The village has continued working with Mr. Rafidia to allow him more time to begin construction on this project due to challenging economic conditions, supply chain issues, and a labor shortage.

He requested that in order for him to agree to Aldi's terms, it would incentivize him and allow him to move forward with the building of The Residences at Bartlett Station if the village would reduce the \$350,000 net cost of the land purchase for Site E.

As a reminder, the apartment project should generate additional revenue in the \$70,000 to \$80,000 range to the village on an annual basis based upon the village's share of property taxes and the sales tax collected from apartment residents when shopping locally.

RECOMMENDATION:

Approving the Site E purchase amendment is key to two major economic development projects moving forward in downtown Bartlett this year.

The price reduction from a net price of \$350,000 to \$100,000 will allow MMAJ, LLC to move forward with closing on the property and commencing construction of the newest apartment building in the village, a five-story, 90-unit building just east of the Metra station.

It also served as the impetus for and is contingent upon the signing of the land lease between MMAJ, LLC and Aldi to construct its new store along Devon Avenue in the Streets of Bartlett shopping center.

Together, these two projects will boost downtown Bartlett in particular and the village as a whole in terms of providing the residents with a second grocery store option.

The 90-unit building will give the downtown area a population boost, which should help the many new restaurants, bars, microbreweries, bakery, service providers, mom-and-pop shops and Aldi.

These incentives further prove the village to be one of the communities in the area friendliest to businesses and developers which, along with the BEDA program, should ultimately attract more private investment and business to town.

MOTION:

I move to approve Ordinance 2023 - ____ AN ORDINANCE APPROVING THE THIRD AMENDMENT TO REAL ESTATE SALE AND PURCHASE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MMAJ, LLC

ORDINANCE NO. 2023 - _____

**AN ORDINANCE APPROVING THE THIRD AMENDMENT
TO REAL ESTATE SALE AND PURCHASE AGREEMENT BETWEEN
THE VILLAGE OF BARTLETT AND MMAJ, LLC**

WHEREAS, the Village of Bartlett as the Seller, and MMAJ, LLC as the Buyer, entered a certain Real Estate Sale and Purchase Agreement dated as of May 5, 2020, (the "Agreement") for the sale and purchase of certain vacant real property (the "Property") described in the Agreement; and

WHEREAS, because the Property being sold by the Seller is owned by an Illinois municipal corporation, the Agreement was approved by an ordinance approved by not less than 3/4 of its corporate authorities, to wit:

Ordinance 2020-42, "AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF BARTLETT WHICH IS NO LONGER NECESSARY, APPROPRIATE, REQUIRED FOR THE USE OF, PROFITABLE TO THE VILLAGE, OR FOR THE BEST INTEREST OF THE VILLAGE, AND APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MMAJ, LLC, AND A DEVELOPMENT AGREEMENT FOR THE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF E. RAILROAD AVE. & S. BERTEAU AVE., BARTLETT, ILLINOIS"

(hereinafter referred to as "Ordinance 2020-42"); and

WHEREAS, the law similarly requires any amendment to such contracts to be approved by ordinance; and

WHEREAS, on January 19, 2021, 3/4 of the Village's corporate authorities passed Ordinance 2021-08, "An Ordinance Approving the First Amendment to Real Estate Sale and Purchase Agreement Between the Village of Bartlett and MMAJ, LLC" thereby extending the Feasibility Approval Period in the Agreement until April 15, 2021 (hereinafter referred to as "Ordinance 2021-08"); and

WHEREAS, on April 20, 2021, 3/4 of the Village's corporate authorities passed Ordinance 2021-37 "AN ORDINANCE Approving the Second Amendment to Real Estate Sale and Purchase Agreement Between the Village of Bartlett and MMAJ, LLC" (hereinafter "Ordinance 2021-37"); and

WHEREAS, the Agreement approved by Ordinance 2020-42 included a Development Agreement attached thereto as Exhibit 1 (the "Original Development Agreement") which was subsequently amended by an Amended Development Agreement dated December 2021 (the "Amended Development Agreement"); and

WHEREAS, the Original Development Agreement and the Amended Development Agreement, at Section 6 thereof, provided for the Village's Right of First Refusal, that under the terms thereof allow the Village to purchase back the Property for \$350,000, in the event the Property is not developed within one (1) year of the closing date, which the parties wish to amend to reflect the New Adjusted Purchase Price for the Property of \$100,000;

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 Third Amendment to Real Estate Sale and Purchase Agreement appended hereto as Exhibit 1, and the Amendment to Amended Development Agreement appended hereto as Exhibit 2, both of which are expressly made a part hereof, are hereby approved.

SECTION TWO: The Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the said Third Amendment to Real Estate Sale and Purchase Agreement, and the said Amendment to the Amended Development Agreement, upon the passage of this Ordinance by not less than 3/4 of the Corporate Authorities of the Village.

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 passage and approval; however, it shall be effective retroactively as of April 15, 2021.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 21, 2023

APPROVED: February 21, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

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

Lorna Giles, Village Clerk

THIRD AMENDMENT TO REAL ESTATE SALE AND PURCHASE AGREEMENT

THIS THIRD AMENDMENT TO REAL ESTATE SALE AND PURCHASE AGREEMENT (this "Third Amendment") is made as of February 21, 2023, between the **VILLAGE OF BARTLETT**, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (hereinafter alternatively referred to as "Seller" or the "Village") and **MMAJ, LLC**, an Illinois limited liability company (hereinafter alternatively referred to as "Purchaser", "Buyer", or "MMAJ, LLC"). Seller and Purchaser are sometimes collectively referred to herein as the "Parties".

RECITALS

A. The Parties entered into that certain Real Estate Sale and Purchase Agreement dated as of May 5, 2020 (the "Agreement"), pursuant to the terms of which Seller agreed to sell and Purchaser agreed to purchase the property legally described on Exhibit A (the "Property").

B. The Parties entered into a certain First Amendment to Real Estate and Purchase Agreement dated as of January 19, 2021 (the "First Amendment") pursuant to which the Parties approved of the first extension of the Feasibility Approval Period in the Agreement.

C. The parties entered into a certain Second Amendment to Real Estate Sale and Purchase Agreement dated as of April 20, 2021 (the "Second Amendment") pursuant to which the Parties approved the Second Extension of the Feasibility Approval Period.

D. Seller and Purchaser now desire to further amend the Agreement upon the terms and conditions hereinafter set forth.

E. The Purchaser is also the owner of the commercial retail shopping center in Bartlett known as the Streets of Bartlett, commonly known as 101 to 399 Bartlett Plaza, Bartlett, Illinois, and 270 to 278 E. Devon Avenue, Bartlett, Illinois, which is legally described on Exhibit B appended hereto (the "Streets of Bartlett Shopping Center Property").

F. The Property is located within 525 +/- feet from the Streets of Bartlett Shopping Center Property.

G. In conjunction with the zoning approval for the development of the Property by the passage of Village of Bartlett Ordinance #2021-74, "An Ordinance Approving the Second Amendment to Ordinance #2003-123 and the First Amendment to Ordinance #2005-124, Granting an Amendment to the Special Use Permit for a PUD, Approving the Amended Preliminary/Final PUD Plan, Approving Replacement Exhibits Attached to Ordinance #2003-123 and Ordinance #2005-125 for Certain Property, Approving of a Plat of Consolidation and Granting Major Design Exceptions for the Residences of Bartlett Station" adopted August 17, 2021 (alternatively referred to herein

as the "Zoning Approval Ordinance" or "Ordinance 2021-74"), the corporate authorities of the Village made the zoning approvals for the development of the Property contingent upon, among other things, that the Purchaser record against the Streets of Bartlett Shopping Center Property a certain Declaration of Covenants, Conditions and Easements to grant an exclusive right and perpetual easement to use 21 specified auxiliary vehicular paved parking spaces in the parking lot upon the Streets of Bartlett Shopping Center Property to the Purchaser and its future customers, tenants and tenants' customers and invitees, and the future customers, tenants and tenants' invitees with respect to the Property and to the Purchaser's successors and assigns (the "Parking Easement").

H. Aldi, Inc., an Illinois corporation, is interested in entering a ground lease with MMAJ, LLC, the Purchaser herein, to utilize a 20,000 +/- SF portion of the Streets of Bartlett Shopping Center Property for the construction and operation of a grocery store thereon, but Aldi, Inc. and MMAJ, LLC could not agree on base rent amounts for said ground lease, but to bridge that gap MMAJ, LLC agreed that it would enter a Non-Binding Letter of Intent to Ground Lease +/- 20,000 SF at the Streets of Bartlett – Bartlett, Illinois dated August 17, 2022 (the "Aldi MMAJ LOI") if the Village of Bartlett would reduce the purchase price on the Property by \$250,000 (the "Property Purchase Price Reduction").

I. The Parties to the Agreement have agreed to delay the closing on the Property until approximately March 15, 2023 to (i) allow time for Aldi, Inc. and MMAJ, LLC to enter a ground lease for the 33,452 +/- S.F. portion of the Streets of Bartlett Shopping Center Property (contingent upon zoning approval by the Village); (ii) for Aldi, Inc. to file a zoning petition with the Village for zoning approvals, including an amendment to the special use permit that granted planned unit development approval for the Streets of Bartlett Shopping Center Property (formerly Bartlett Plaza), a PUD plan amendment, major design modifications from the downtown overlay zoning district requirements and such other zoning relief and/or subdivision approvals, if any, as may be necessary for the development of an Aldi grocery store upon the portion of the Streets of Bartlett Shopping Center Property for Aldi's intended use of the Ground Lease Premises (hereinafter defined) to construct and operate a 19,432 +/- S.F. grocery store and parking lot (collectively and alternatively referred to herein as the "Aldi Grocery Store"); and (iii) for the Village and Aldi, Inc. to enter into an Economic Incentive Agreement for the Aldi Grocery Store on the Streets of Bartlett Shopping Center Property.

J. At the time the Agreement was approved, the Village also entered a certain Development Agreement dated May 5, 2020 (the "Original Development Agreement") which the parties thereto thereafter amended by that certain Amended Development Agreement (the "First Amended Development Agreement") which is conditioned upon the closing on the sale of the Property to Blink Builders, LLC, which is the Purchaser's "Permitted Nominee/Assignee" under the Agreement, and is the "New Ownership LLC" as that term is used in the Original Development Agreement.

K. It is uncertain as of the date of this Third Amendment as to whether the Aldi Zoning Petition for the Aldi Zoning Approvals will be granted, approved, or whether a new 19,432 +/- ground floor area Aldi Grocery Store will in fact be built upon the Leased Premises and open for business thereon, but the Parties nevertheless desire to close on the sale of the Property before such applications, approvals, if granted, and construction and store opening take place, if at all, on the separate Streets of Bartlett Shopping Center Property, and to provide for the payment to the Village of the Property Purchase Price Reduction Amount (as hereinafter defined), after closing, if applicable.

L. MMAJ, LLC as the "Landlord", and Aldi, Inc. as the Tenant are prepared to enter a certain Aldi Ground Lease Agreement (the "Ground Lease") for the 33,452 square feet portion of the Streets of Bartlett Shopping Center Property legally described on Exhibit C (the "Ground Lease Premises") which is depicted on the plat of survey of the Ground Lease Premises, attached hereto as Exhibit D.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the Parties hereto so acknowledge and mutually agree as follows:

1. The Recitals set forth above in this Third Amendment are hereby incorporated by reference as if set forth in full in this Paragraph 1, subparagraphs A through L.

2. This Third Amendment to Real Estate Sale and Purchase Agreement is contingent upon MMAJ, LLC as the Landlord, and ALDI, Inc. as the Tenant, entering a Ground Lease for the Ground Lease Premises on or before March 3, 2023.

3. That the \$400,000 Purchase Price for the Property, which after deducting the \$50,000 Utility & Excess Soils Removal Credit from said Purchase Price, making the Buyers/Purchaser's effective net purchase price for the Property equal to \$350,000 (the "Original Net Purchase Price") as set forth in paragraph 21 of the Agreement is hereby amended by reducing the Original Net Purchase Price by \$250,000 (the "\$250,000 Purchase Price Reduction Amount") for a new adjusted purchase price of \$100,000 (the "New Adjusted Purchase Price for the Property"), but subject to repayment of the \$250,000 Purchase Price Reduction Amount, and reinstatement to the Original Net Purchase Price of \$350,000 AFTER closing on the sale and purchase of the Property to Blink Builders, LLC in the event any of the Purchase Price Reinstatement and Ongoing Purchase price Increase Obligations events set forth in paragraph 4(i) and 4(ii) inclusive, occurs.

4. In the event:

- (i) In the event the Ground Lease is terminated by mutual agreement of MMAJ, LLC, the Landlord thereon, and Aldi, Inc., the Tenant thereon prior to Aldi, Inc. constructing the grocery store upon the Leased Premises; or

- (ii) In the event Aldi, Inc. has not opened and commenced operating a newly constructed grocery store upon the Leased Premises on or before September 1, 2024;

(each a “milestone” and collectively, the “Purchase Price Reinstatement and Ongoing Purchase Price Increase Payment Obligations”) occurs.

5. Any or all of the Purchase Price Reinstatement and Ongoing Purchase Price Increase Payment Obligations contingency milestones set forth in subsections (i) and (ii) of Section 4 may be extended by the Village corporate authorities, if Aldi, Inc. has timely requested an extension thereof in writing, and provided Aldi, Inc. is diligently pursuing the submittal of and/or completion thereof; otherwise, upon written demand by the Village therefor, MMAJ, LLC, Blink Builders, LLC, and Manny Rafidia, individually, each of them shall be jointly and severally obligated and liable for payment of the \$250,000 Purchase Price Reduction Amount to the Village within thirty (30) days of demand by the Village therefor. The obligations contained in this Third Amendment to Real Estate Sale and Purchase Agreement shall not merge upon delivery of the deed contemplated hereby, and shall survive the closing the said sale and purchase of the Property.

6. The Purchase Price Reinstatement and Ongoing Purchase Price Increase Payment Obligations shall automatically terminate after an occupancy permit for a new Aldi grocery store upon the Property has issued by the Village, and Aldi, Inc. has been operating a grocery store upon the Property for not less than thirty (30) consecutive days.

7. Notwithstanding anything to the contrary contained herein, the repayment of the \$250,000 Purchase Price Reduction Amount, and reinstatement to the Original Net Purchase Price of \$350,000 shall be deferred in the event MMAJ, LLC enters into a lease with a grocery store acceptable to the Village within ninety (90) days after the occurrence of 4(i) or 4(ii). In addition thereto, in the event the repayment of the \$250,000 Purchase Price Reduction Amount, and reinstatement to the Original Net Purchase Price of \$350,000 is made and ALDI's or other grocery store acceptable to the Village opens for business, then the Village shall within thirty (30) days thereafter reimburse MMAJ, LLC with the \$250,000 Purchase Price Reduction Amount.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed as of the date and year first above written.

BUYER:

MMAJ, LLC

By: _____
Manny Rafidia, Manager

SELLER:

VILLAGE OF BARTLETT

By: _____
Kevin Wallace, Village President

Attest;

Lorna Gilles, Village Clerk

BLINK BUILDERS, LLC

By: _____
Manny Rafidia, Manager
only with respect to the Purchase
Price Reinstatement and Ongoing
Purchase Price Increase Obligations

Manny Rafidia, individually
only with respect to the Purchase
Price Reinstatement and Ongoing
Purchase Price Increase Obligations

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 11, 12, 13 AND 14 IN THE BARTLETT TOWN CENTER SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, BOTH IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THAT PART OF LOT 12 IN BARTLETT TOWN CENTER SUBDIVISION PER DOC. NO. 0328310201, BEING DESCRIBED AS FOLLOWS, BEGINNING AT POINT ON CORNER OF SAID LOT 12; THENCE SOUTH WESTERLY ALONG AND LINE 14 FEET TO A POINT 13.52 FEET EASTERLY OF THE WEST LINE OF SAID LOT 12; THENCE SOUTHERLY ALONG A STRAIGHT LINE 83.48 FEET TO SAID WEST LINE OF LOT 11; THENCE NORTHERLY ALONG SAID WEST LINE 97.28 FEET THE NORTHWEST CORNER OF LOT 12; THENCE EASTERLY ALONG SAID SOUTH LINE OF EAST RAILROAD AVENUE TO THE POINT OF BEGINNING) IN COOK COUNTY ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION OF THE STREETS OF BARTLETT SHOPPING CENTER PROPERTY

A PORTION OF LOTS 7 TO 16, BOTH INCLUSIVE, LOTS 18 TO 32, BOTH INCLUSIVE, IN BLOCK 17; LOTS 7 TO 32, BOTH INCLUSIVE, IN BLOCK 18 AND THE EAST 1/2 OF VACATED TATGE AVENUE AND ALL OF VACATED ELROY AVENUE ADJOINING AFORESAID LOTS 7 THROUGH 17 IN BLOCK 18 IN H. O. STONE AND COMPANY'S TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 35 AND THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1929 AS DOCUMENT T10435526, IN COOK COUNTY, ILLINOIS.

EXHIBIT C

LEGAL DESCRIPTION OF THE GROUND LEASE PREMISES

THAT PART OF LOTS 16, 18 TO 23 IN BLOCK 18 IN H.O. STONE AND COMPANY'S TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 35 AND THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1929 AS DOCUMENT 10435526 DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED TATGE AVENUE WITH THE NORTH LINE OF DEVON AVENUE (SAID INTERSECTION BEING THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN DOCUMENT 1915655095); THENCE NORTH 88 DEGREES 46 MINUTES 39 SECONDS EAST ALONG SAID NORTH LINE OF DEVON AVENUE, 55.12 FEET; THENCE NORTH 01 DEGREE 13 MINUTES 21 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 6.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREE 13 MINUTES 21 SECONDS WEST, ALONG THE LAST DESCRIBED COURSE, 165.12 FEET; THENCE NORTH 88 DEGREES 46 MINUTES 39 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 202.25 FEET; THENCE SOUTH 01 DEGREE 27 MINUTES 14 SECONDS EAST, 165.13 FEET TO A POINT 6.58 FEET NORTH OF THE NORTH LINE OF DEVON AVENUE; THENCE SOUTH 88 DEGREES 46 MINUTES 39 SECONDS WEST, ALONG A LINE 6.58 FEET NORTH AND PARALLEL WITH NORTH LINE OF DEVON AVENUE, 202.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA OF PROPOSED LEASEHOLD: 33,452.12 SQ. FT., 0.77 AC. (MORE OR LESS)

PART OF P.I.N. NO. 06-35-317-042-0000

AMENDMENT TO AMENDED DEVELOPMENT AGREEMENT

THIS AMENDMENT TO AMENDED DEVELOPMENT AGREEMENT is dated February 21, 2023, by and among Manny Rafidia, individually (“Rafidia”); MMAJ, LLC, an Illinois limited liability company (“MMAJ, LLC”); Blink Builders, LLC, an Illinois limited liability company (“Blink Builders, LLC”) and the Village of Bartlett, an Illinois municipal corporation of Cook DuPage and Kane Counties, Illinois (the “Village”) (sometimes collectively referred to herein as the “Parties”).

1. That Section 6 of the Amended Development Agreement between Rafidia, MMAJ, LLC, Blink Builders LLC and the Village dated December 2021 is hereby amended to modify the dollar amount stated therein from “\$350,000.00” to \$100,000.00” and is restated as follows:

“6. Village’s Right of First Refusal. Provided the Other Governmental Approvals and Other Village Approvals contingencies in the Contract are satisfied or waived by MMAJ, LLC or Blink Builders, LLC, or the transaction closes, Blink Builders, LLC, as the new legal owner of the Property, shall execute and deliver to the Village at closing a document satisfactory to the Village in recordable form granting the Village a right of first refusal to purchase the Property back from Blink Builders, LLC or MMAJ, LLC, or entity that acquires the Property from either of them, for \$100,000, less any liens therein attributable to Blink Builders, LLC and/or MMAJ, LLC, or any of their respective consultants, subconsultants, contractors, subcontractors, or material suppliers in the event construction of the Project has not commenced within one (1) year from the date of closing on the Property, or if commenced is not being diligently pursued and the Project is not being prosecuted with adequate forces, subject to the *Force Majeure* provisions set forth in paragraph 7 below (“Village’s Right of First Refusal”). In the event Blink Builders, LLC and/or MMAJ, LLC procures a construction loan or other loan to finance the cost to construct the Project Improvements after the closing on the Property, and such construction loan is secured by a mortgage recorded against the Property, the Village’s Right of First Refusal as provided in this paragraph shall automatically terminate upon the recording of said mortgage and the Village shall cooperate with any such mortgage lender to record a release of the Village’s Right of First Refusal in form satisfactory to the title company issuing an ALTA loan title policy for such construction loan to waive or insure over any title exception related to the Village’s Right of First Refusal. The Village’s Right of First Refusal shall not merge with the delivery of the deed from the Village to Blink Builders, LLC or to MMAJ, LLC, but shall survive the closing as provided in this paragraph.”

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2023

Manny Rafidia, individually

MMAJ, LLC

By: _____
Manny Rafidia, Manager

BLINK BUILDERS, LLC

By: _____
Manny Rafidia, Manager

Dated: _____, 2023

VILLAGE OF BARTLETT

By: _____
Kevin Wallace, Village President

Attest:

Lorna Giles, Village Clerk

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: February 13, 2023
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator *TF*
RE: Taylor Street Pizza BEDA application

APPLICANT: Scarlett Enterprises DBA Taylor Street Pizza of Bartlett

BACKGROUND: Taylor Street Pizza of Bartlett is located at 843 S. IL Route 59 in the Brewster Creek shopping center located at the northeast corner of Route 59 and Stearns Road.

The business, itself, has been located in the center for twenty-seven years. Prior to that, it was another pizzeria for seven years. The owner and applicant Shaun Kanchwala has owned it for the past seven years.

BEDA APPLICATION:

Mr. Kanchwala's BEDA application is for installation of a new exterior LED sign to improve visibility of his business and compete with national pizza brands.

This application is the first from a business located in this shopping center.

The rendering from Bartlett-based Mark Your Space is attached as well as an estimate totaling \$6,345.21, which could potentially change as the project is completed.

Because permit fees are *not* considered BEDA-eligible, the sign cost for this project is \$6,170.21.

The petitioner and his contractor are working with PDS staff to ensure this sign meets applicable Code requirements.

RECOMMENDATION:

Staff is recommending a maximum fifty percent grant in the amount of **\$3,085.10** due to the small nature of this project as well as it being the first applicant from a tenant of the Brewster Creek shopping center.

We want to continue encouraging sales-tax producing businesses to upgrade their exteriors, including signage, and are pleased to work with this long-term tenant.

JANUARY 9, 2023 EDC MEETING:

This application was presented to the Economic Development Commission at its January 9, 2023 meeting. The EDC unanimously recommended in favor of a 50% grant in the amount of \$3,085.10.

FEBRUARY 7, 2023 COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE:

This BEDA request for Scarlett Enterprises DBA Taylor Street Pizza of Bartlett came before the Community & Economic Development Committee at its meeting on February 7th, at which time it was forwarded to the following Village Board meeting for a final vote.

MOTION:

I move to approve a BEDA grant in the amount of **\$3,085.10** for Taylor Street Pizza for installation of a new sign, with funds to be reimbursed upon completion of all work done to applicable codes and submittal of proof of payment.

Village of Bartlett Economic Development Assistance Application Taylor Street

Applicant Information:

Applicant(s) Name Scarlett Enterprises DBA Pizza of Bartlett

Applicant(s) Address: 843 S IL 59 Bartlett IL

E-Mail Address: elgin pizza@gmail.com

Primary Contact for Project: Shawn Kanchwala

Cell Phone Number and/or Home Number: 847

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

Number of Years in Business: 7 Number of Years in Bartlett: 7

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

Mark Your Space - Sign Company

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

Property Information:

Project Property Location/Address: 843 S IL 59 -

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

Other (explain)

Number of Businesses on Site: Strip Center

Names of Other Businesses on Site: (Brewster Creek)

Size of Building (dimensions or total square feet) _____

Stories in building: _____ Parking spaces on property: _____

Last Real Estate Taxes Paid: _____

Property Tax Index Number(s) (PIN): _____

County: Cook DuPage Kane

Project Information:

Total Anticipated Project Cost: \$ 6,345.21

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

New Exterior LED Signage. Intent: Greater Visibility and improved ability to compete with National Pizza Brands

If approved, estimated project completion date: ~ Feb-28, 2023

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

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

Application Statement (Read and Sign Below)

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

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

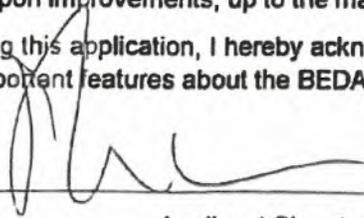
I understand that all improvements made through the help of BEDA must be in accordance with all Village plans and codes. Moreover, as a condition of approval, I understand the Village may require changes to the scope of work I am proposing. I further understand that any work started or completed prior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

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

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

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

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



Applicant Signature

12/28/22

Date



Return this completed application with attachments to:

Tony Fradin, Economic Development Coordinator

Village of Bartlett

228 S. Main Street

Bartlett, IL 60103



1235 Humbracht Circle
 Bartlett, IL 60103
 (630) 289-7082

ESTIMATE

EST-9187

www.MarkYourSpaceInc.com

Payment Terms: Cash Customer

Created Date: 12/1/2022

DESCRIPTION: Exterior LED Sign - Front & Halo Lit Channel Letters - UL Listed Parts - Installed

Bill To: Taylor Street Pizza
 843 Illinois Rte 59
 Bartlett, IL 60103
 US

Installed: Taylor Street Pizza
 843 Illinois Rte 59
 Bartlett, IL 60103
 US

Requested By: Shaun Kanchwala

Email: .d.com

Work Phone: (847)

Salesperson: Diana Cusumano

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Exterior LED Sign - Front & Halo Lit Channel Letters on a 2" deep Pan (Overall 92.5" x 31") - UL Listed Parts - Installed	1	\$6,300.00	\$6,300.00
2	Permit Acquisition	1	\$175.00	\$175.00
3	Actual Permit Fees/Bonds/Licenses - TBD	1	\$0.00	\$0.00

You are welcome to accept this estimate and submit your 50% deposit via the Customer Portal. If you have any questions please don't hesitate to contact us.

The balance of your invoice will be due upon completion of your order. I agree to pay a finance charge of 1.5% per month (18% per annum), or \$2.00 minimum per month, whichever is greater, on the unpaid balance over 30 days. In the event of default of any or all of the agreed upon credit terms as set forth, the undersigned agrees to pay such additional sum as and for collection agency fees of 35%, attorney's fees and court costs as the same are incurred in collecting the undersigned's past due amount.

Base Subtotal:	\$6,475.00
Discount:	(\$400.00)
Subtotal:	\$6,075.00
Taxes:	\$270.21
Grand Total:	\$6,345.21

Client: Taylor Street Pizza Project: Exterior Sign Revision: 4
 Address: 843 Illinois Rte 59, Bartlett IL, 60103 Date: 11/30/2022

Mockup



Dimensions
 Allowance: 20SF
 Overall Size: 92.5"W x 31"H
 Taylor: 17"H
 ST: 7.3"H
 Pizza: 17"H

Removal Required



Sign Description

Sided: Single-Sided
 Illumination: Front and Halo Lit
 Fabrication: Painted Aluminum pan with Channel letters

Pan: 2" Black
Channel Letters
 Return: 3" White
 Trimcap: 1" White
 Facecolor: White

Electric w/in 5ft: Yes
 Site Modifications: No
 Remove Existing: Yes
 LED Color: White 
 UL Listed Parts: Yes
 Access to Rear: Yes
 Notes:

This computer generated artwork is to be viewed as a representation only. Colors represented on this computer image or color printout may not exactly match PMS chips, vinyl or paint color. Descriptions may vary with actual fabrication.

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MARK YOUR SPACE
 1235 Humbrecht Circle, Unit J
 Bartlett, IL 60103
 (630) 289-7082



Closely review the artwork above. With your approval, you are approving the artwork as shown, and it will be fabricated as such. Colors may vary. Color samples can be provided upon request. Additional fees may apply.

Client: Taylor Street Pizza

Project: Exterior Sign

Revision: 4

Address: 843 Illinois Rte 59, Bartlett IL, 60103

Date: 11/30/2022

Artwork



Dimensional 1

Dimensions

Allowance: **20SF**
 Overall Size: 92.5"W x 31"H
 Taylor: 17"H
 ST: 7.3"H
 Pizza: 17"H

Removal Required



Sign Description

Sided: Single-Sided
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MARK YOUR SPACE
 1235 Humbracht Circle, Unit J
 Bartlett, IL 60103
 (630) 289-7082

Client: Taylor Street Pizza	Project: Exterior Sign	Revision: 4
Address: 843 Illinois Rte 59, Bartlett IL, 60103		Date: 11/30/2022

Measurements

Allowance: **20SF**
 Overall Size: **92.5"W x 31"H**
 Taylor: **17"H**
 ST: **7.3"H**
 Pizza: **17"H**



Removal Required



Sign Description

Sided: Single-Sided
 Illumination: Front and Halo Lit
 Fabrication: Painted Aluminum pan with Channel letters

Pan: Black
 White

Channel Letters

Return: 3" White
 Trimcap: 1" White
 Facecolor: White

Electric w/in 5ft: Yes
 Site Modifications: No
 Remove Existing: Yes
 LED Color: White 
 UL Listed Parts: Yes
 Access to Rear: Yes

Notes:



1235 Humbrecht Circle, Unit J
 Bartlett, IL 60103
 (630) 289-7082

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FROM DRAFT OF JANUARY 9, 2023 EDC MINUTES:

TAYLOR STREET PIZZA BEDA APPLICATION

Mr. Fradin stated that Taylor Street Pizza of Bartlett is located at 843 S. IL Route 59 in the Brewster Creek shopping center located at the northeast corner of Route 59 and Stearns Road.

The business, itself, has been located in the center for twenty-seven years. Prior to that, it was another pizzeria for seven years. The owner and applicant Shaun Kanchwala has owned it for the past seven years.

Mr. Kanchwala's BEDA application is for installation of a new exterior LED sign to improve visibility of his business and compete with national pizza brands.

This application is the first from a business located in this shopping center.

The rendering from Bartlett-based Mark Your Space is attached as well as an estimate totaling \$6,345.21, which could potentially change as the project is completed. Because permit fees are not considered BEDA-eligible, the sign cost for this project is \$6,170.21. The petitioner and his contractor are working closely with PDS staff to ensure this sign meets applicable Code requirements.

Mr. Fradin added that staff is recommending a maximum fifty percent grant in the amount of \$3,085.10 due to the small nature of this project as well as it being the first applicant from a tenant of the Brewster Creek shopping center. We want to continue encouraging sales-tax producing businesses to upgrade their exteriors, including signage, and are pleased to work with this long-term tenant.

Mr. Fradin asked the commissioners if they had any questions.

Commissioner Perri asked the petitioner to clarify the differences in signs.

Mr. Kanchwala stated that their current sign is a channel-letter sign, and the new sign is about 10% larger. It is within the required size, but we went smaller to blend well with the signs within the center already. He stated that this sign will also upgrade to LED, and will be much brighter than the old one.

Commissioner Smodilla stated that it is important for business to do a refresh to stay relevant and current, especially in the older shopping centers. Is Taylor Street a franchise? Is this sign congruent with other locations and are there any trademark issues with the logo?

Mr. Kanchwala stated that it used to be a franchise, but they are on their own now. I own another one in Carpentersville, and we are doing really well here in Bartlett, but all of the

locations are independently owned. This is the original logo they sent us in 2015, there would be no trademark issues, and we use this current logo now.

Commissioner Hughes asked staff to clarify the 50% vs the amount.

Mr. Skrycki stated that the commission has an estimate before them, and it could fluctuate \$100 or so, and staff anticipates the 50%, based on the final price, so the adjustments will be made. We will try and make that clearer so that there isn't confusion on further grants.

Commissioner Smodilla added that it is important when setting a precedent. I think it's important that we set an amount, and that it is "not to exceed" a dollar amount. It's important that we are conscious of the taxpayer, and not set a precedent.

Mr. Skrycki stated that any changes in the amount would be noted when it goes to the village board for approval.

Commissioner Erickson took issue with the "not to exceed" language being added. Because unfortunately given the supply chain, prices could change by the time it is installed. I think that is on staff to work with the petitioner, not on us as a commission to predict the supply chain. These supply chain changes are real, and they could escalate quickly in the next few months.

Commissioner Smodilla agreed, and stated that these requests should come closer to installation. What's the threshold for a price change? \$100, \$1,000? I am grateful that you are using a local Bartlett business for the sign, and his prices are fair but I still have to stick to the issue of precedent, without setting a policy.

Mr. Kanchwala stated that he had a quote, but was given a \$400 discount as an absolute "best price", but there could be changes before installation, and has no opposition to a cap.

Commissioner Gudenkauf asked if it really matters if there is a change in price? If that's what the sign costs, then we will give him 50% regardless.

Commissioner Lewensky agreed.

Commissioner Smodilla stated that it is about precedent.

Commissioner Hughes stated that is why she brought it up. It is about setting a standard and following that standard.

Commissioner Erickson stated that is on village staff, we have paid staff for a reason. If he drags his feet and its on his own becoming that this project goes up, then that's when staff needs to look at it. We have always done 50% of signs, as long as the dimensions fit within the code, that's where I sit.

Commissioner Smodilla stated that when you are coming to the commission with any improvements that fit within the BEDA program, it needs to be at a stage where they are really close. Tekkie's, for example, applied about a year ago, is their grant still open?

Mr. Fradin stated that it is no longer open, and they never moved forward with their sign.

Commissioner Smodilla stated that there is no indication that they need to reapply, if they come to us and say our sign now costs more, are we prepared to extend additional funds to that project.

Mr. Fradin stated in that example we would bring it back before the commission.

Mr. Skrycki agreed with the commissioners that we do need consistency. However, if a sign comes back a few hundred more, and its in the budget and code, staff does have the latitude to bring that to the village board, who does have the ultimate authority on the expenditure.

Commissioner Smodilla stated if that is a policy, then it is one that she is not aware of.

Mr. Skrycki stated that staff will clear that up.

Commissioner Perri asked if staff has a company that they use that could get a quote to see if the petitioner's quote is representative of the cost.

Mr. Fradin stated that the village uses the same company as the petitioner's quote, and this is in line with other sign grants the village has received. He added that this will be a good, well made sign. It's not going to be the cheapest, but the investment may get more years out of the sign.

Commissioner Gudenkauf moved to recommend a BEDA grant reimbursement of fifty percent of the sign, which amounts to \$3,085.10 to Taylor Street Pizza, Seconded by Commissioner Perri.

AYES: Commissioners Erickson, Gudenkauf Hughes, Lewensky, Kubaszko, Perri, Smodilla
NAY: None
ABSENT: Commissioner Gorski

MOTION CARRIES

Mr. Kanchwala thanked the commission, and stated that he wanted to wait until after the vote to state that amongst all of the villages that he works with, Bartlett is the best. Not every town is committed to private business, and working with owners. Our entire shopping center is full. You guys are the best.

Village of Bartlett
Finance Department Memo
2023 - 03

DATE: February 13, 2023
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Auditor Selection

The Village of Bartlett has used Lauterbach & Amen, LLP to conduct the village's audit since FY 2015. At the November 2nd, 2021 Village Board Meeting it was suggested by the board that the village look into changing audit firms since the village had been with Lauterbach & Amen for seven years at that time. The Village of Bartlett's contract with Lauterbach & Amen ended after this most recent FY 2022 audit. On January 3rd, 2023 we sent out eleven requests for proposals to audit firms for a three-year contract. We only received back two proposals by the January 31st deadline, one being a reduced-price proposal from Lauterbach & Amen, and the other being Sikich, LLP. Sikich was the Village of Bartlett's auditor for eight years prior to Lauterbach & Amen.

Lauterbach & Amen's total three-year proposal came in at \$125,590, which is \$7,850 less than Sikich's proposal of \$133,440. Sikich's proposal does not include the cost of implementing any new GASB accounting pronouncements, which could add around \$2,000-\$4,000 to the yearly price. Both audit firms have extensive government auditing experience including the GFOA Certificate of Achievement for Excellence in Financial Reporting. Both firms are more than qualified to be the auditor for the Village of Bartlett.

Despite the higher price, I recommend we award the contract to Sikich, LLP at a three-year price of \$133,440, plus additional costs related to implementing new GASB accounting pronouncements. This recommendation is based on the premise that it is good practice to rotate audit firms to ensure objectivity and have a "fresh set of eyes" look over the village's financials.

Motion: I move that the village award a three-year contract to Sikich, LLP at a total cost of \$133,440, plus costs related to implementing new GASB pronouncements, for annual financial audit services.

January 31, 2023



SERVICE PROPOSAL

Audit Services

PREPARED FOR:

VILLAGE OF BARTLETT



SUBMITTED BY:

Sikich LLP – Government Services
James R. Savio, CPA, MAS
Partner

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ACCOUNTING TECHNOLOGY ADVISORY

SIKICH.COM

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TRANSMITTAL LETTER

January 31, 2023

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

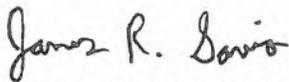
Dear Ladies and Gentlemen,

Sikich is pleased to be considered for the appointment as independent auditors for the Village of Bartlett. We believe that our qualifications, experience and expertise are clearly distinguishable as indicated in the following proposal. The expertise we possess in the state and local government industry is demonstrated by our clients' successes, our staff's involvement in the industry and our leadership roles in various government associations, as we have over 1,500 employees and have been in business in Illinois since 1982. Our clients receive the quality and timeliness only available from a firm of our caliber.

We have received the Request for Proposal and are prepared to commit the resources necessary to provide services to the Village of Bartlett. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of the work to be performed and the timing requirements as specified in the Request for Proposal, and are committed to performing the specified services within that timeframe.

We appreciate the opportunity to present this proposal, which is a firm and irrevocable offer for 90 days, and look forward to the possibility of serving the Village of Bartlett.

Sincerely,



James R. Savio, CPA, MAS
Partner



Thomas G. Siwicki, CPA
Director

EXECUTIVE SUMMARY

We know what's challenging to the Village of Bartlett. Here are the strategies and solutions we recommend for you in order to face those challenges head-on and achieve success.

Thank you for considering Sikich. We appreciate the opportunity to propose for the Village of Bartlett.

Sikich is one of the country's top 30 Certified Public Accounting firms and a top 10 value-added reseller of technology products, with more than 1,500 employees serving clients in all 50 states. Clients turn to us for their professional service needs due to our deep industry knowledge working with organizations of their size and for the caliber of service and attention we provide—especially when it comes to dedicated, experienced service teams and partner access.

DEFINING YOUR CURRENT CHALLENGES

We recognize this is a time of constant change and ever increasing accountability. The task of the Village finance office is no longer to report financial results by long-standing standards that are widely known and commonly understood. The task in today's environment is to keep up with the ever-changing standards from GASB and the Office of Management and Budget with the new Uniform Guidance. The task is also to keep up with new reporting and accountability requirements from the state, new automated processing systems, and fringe benefit tax laws.

DEFINING YOUR BEST POSSIBLE SOLUTIONS

These ever-changing standards and accountabilities require adjusting computer systems and internal processes to adapt to the changing standards and then to report in accordance with the new standards. This shift in the environment has caused a shift in the Village thinking about an audit firm. We understand that the Village requires a year-round partner, who will assist the Village in keeping up to date with the standards and provide assistance, when needed, on specialty topics, as well as someone who can audit to the standards. Sikich is on the leading edge of the standards as they are being developed. We also have a strong commitment to current and effective technology as our firm has a solid core of technological abilities supported by a full technology division.

DEFINING YOUR FUTURE SUCCESS

Additional details around our audit-specific capabilities are included in the next section of this document. These capabilities, in combination with our timely completion and issuance of your reports, will not only fulfill your current needs, but will undoubtedly drive stability for the Village of Bartlett.

Throughout the following paragraphs, you will find summaries of each section within this proposal. We encourage you to review each section in its entirety to gain a detailed understanding of how we can help you build your bottom line and achieve success.

WHY THE VILLAGE OF BARTLETT SHOULD SELECT SIKICH

Clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Specifically, Sikich offers the access to resources, decades of experience and passion for action necessary to face your challenges head-on with you.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

A crucial component to the Village of Bartlett's success is working with a team completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. Your engagement team is made up of senior professionals who will provide the expertise, insights and responsiveness your organization requires.

SPECIFIC AUDIT APPROACH

Our approach is always holistic, forward-thinking and customized for the Village of Bartlett's specific needs. We operate in a way that provides full attention to evaluating significant areas, including those that present the greatest risk and where new opportunities for financial and operational improvement may exist.

SCOPE OF SERVICES FOR THE VILLAGE OF BARTLETT

The scope of our work for the Village of Bartlett is outlined in the following proposal. We want to invest in what we hope will become a long-lasting relationship with the Village of Bartlett, which is why we commit to delivering the results the Village of Bartlett requires. The timeline of the engagement on which we are proposing is outlined in this section.

We would be honored to call the Village of Bartlett our client and look forward to working with you.

TECHNICAL PROPOSAL

STATEMENT OF INDEPENDENCE

Sikich has evaluated its independence from the Village of Bartlett in accordance with generally accepted auditing standards, the Governmental Auditing Standards, 2018 revision, published by the U.S. Government Accountability Office, and the AICPA Code of Professional Conduct. Based upon our evaluation, Sikich is free of any personal and external impairment with respect to the Village of Bartlett, and is independent with respect to any non-attest services provided to the Village of Bartlett, both in fact and in appearance to any knowledgeable third party.

LICENSE TO PRACTICE IN ILLINOIS

Sikich is a licensed Public Accountant Limited Liability Partnership in Illinois (license #066-003284) and has been practicing in Illinois since 1982. All of the partners assigned to the engagement are registered and licensed Certified Public Accountants (CPAs) in Illinois. In addition, all of the professional staff assigned to the engagement are full time staff and are either registered Certified Public Accountants or are completing the exam.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

Sikich commits to providing a team of senior professionals, all of whom have unmatched expertise in the government industry.

A crucial component to the Village of Bartlett's success is working with a team that is completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. The Village of Bartlett will receive unparalleled levels of expertise, insights and responsiveness from a team of senior professionals who have significant experience working with government entities. Our firm offers several employee retention programs, including tuition reimbursement, CPA review and exam assistance, a computer purchase program, travel assistance and more. We have been named as a Best Place to Work for several years, both on a local and national level. We make every effort to recruit and retain quality staff. However, employee turnover is inevitable. In the event of staff turnover on the Village of Bartlett engagement, we will seek the prior written approval of the Village of Bartlett.

The Village of Bartlett's key engagement team members will be supported by staff on the firm's government services team. Please refer to the Exhibits section on page 19 to read biographies of the Village of Bartlett's engagement team.

JAMES R. SAVIO, CPA, MAS

ENGAGEMENT PARTNER

As engagement partner, Jim will be responsible for the overall management of the audit. This includes developing and coordinating the overall audit plan, the in-depth review of all workpapers and the review of the Village of Bartlett's annual comprehensive financial report. Moreover, our firm's philosophy is to have the team leader on location during the completion of the majority of fieldwork. Therefore, Jim will be present at the Village's offices during both our preliminary and final fieldwork.

BRIAN D. LEFEVRE, CPA, MBA

RESOURCE PARTNER

The resource partner is responsible for providing overall technical support for the engagement as well as serving as a backup for the engagement partner.

NICK BAVA, CPA, MAS

RESOURCE PARTNER

The resource partner is responsible for providing overall technical support for the engagement as well as serving as a backup for the engagement partner.

FREDERICK G. LANTZ, CPA

QUALITY CONTROL DIRECTOR

The quality control director will provide a second review of the audit workpapers and the Village of Bartlett's annual comprehensive financial report.

THOMAS G. SIWICKI, CPA

DIRECTOR

As the director, Tom will be the Village of Bartlett's secondary contact for anything related to the successful audit of your organization. Tom will be responsible for leading the assurance team in the field and coordinating all assurance efforts.

KELLEN O'MALLEY, CPA, MAS

SENIOR AUDIT MANAGER

As the senior audit manager, Kellen will be the Village of Bartlett's secondary contact for anything related to the successful audit of your organization. Kellen will be responsible for leading the assurance team in the field and coordinating all assurance efforts.

LAUREN ALLEN, CPA

AUDIT MANAGER

As the audit manager, Lauren will be another contact for anything related to the successful audit of your organization. Lauren will be responsible for leading the assurance team in the field and coordinating all assurance efforts.

ADDITIONAL PROFESSIONAL STAFF

Other professional staff assigned to the engagement will be full-time employees of the firm and have a minimum of one to three years of auditing experience. In addition, all professional staff assigned to government engagements meet and usually exceed the CPE requirements contained in the U.S. Government Accountability Office, Government Auditing Standards (2018). Moreover, our government staff possess a specific knowledge of local government accounting and reporting requirements and their application for local governments. This is achieved by attending at least 40 hours per year of a combination of external courses sponsored by the AICPA, ICPAS, GFOA and IGFOA, as well as internal courses.

This enables our firm to staff our governmental engagements with qualified professionals in the industry, providing valuable services to our governmental clients during the audit and throughout the year. We can assure you that our professional staff would not need any "on the job accounting or financial reporting training" by your staff. Moreover, we can assure the Village of Bartlett the quality of staffing for a multi-year engagement, even if a change in personnel is required, subject to your approval.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

Following is a list of significant engagements performed last year that are similar to the engagement proposed for the Village of Bartlett.

Name	Scope of Work	Years	Hours	Engagement Partner/Manager	Contact
City of Aurora* 44 E. Downer Place Aurora, IL 60505	Auditing Services	30+ Years	600	Jim Savio Sarah Montanari	Mr. Christopher A. Minick Chief Financial Officer 630.256.3500 cminick@aurora.il.org
City of Elgin* 150 Dexter Court Elgin, IL 60120	Auditing Services	20+ Years	350	Jim Savio Tom Siwicki Lauren Allen	Ms. Debra Nawrocki Chief Financial Officer 847.931.5624 nawrocki_d@cityofelgin.org
Village of Carol Stream 500 North Gary Avenue Carol Stream, Illinois 60188	Auditing Services	20+ Years	250	Brian LeFevre Tom Siwicki	Mr. Jon Batek Finance Director 630.871.6225 jbatek@carolstream.org
Village of Plainfield* 24401 W. Lockport Street Plainfield, IL 60544	Auditing Services	20+ Years	250	Jim Savio Sarah Montanari	Ms. Traci Pleckham Director of Management Services 815.436.7093 tpleckham@goplainfield.com
City of Naperville* 400 South Eagle Street Naperville, Illinois 60540	Auditing Services	15+ Years	450	Brian LeFevre Tom Siwicki Lauren Allen	Ms. Rachel Mayer Director of Finance 630.420.4115 MayerR@naperville.il.us
Village of Palatine* 200 E. Wood Street Palatine, Illinois 60067	Auditing Services	20+ Years	300	Jim Savio Kellen O'Malley	Mr. Paul Mehring Director of Finance and Operations 847.359.9018 pmehring@palatine.il.us
City of Woodstock* 121 W. Calhoun Street Woodstock, Illinois 60098	Auditing Services	20+ Years	250	Jim Savio Kellen O'Malley	Mr. Paul Christensen Deputy City Manager/Executive Director-Strategy & Planning 815.338.4300 pchristensen@woodstockil.gov

* These governments participate in GFOA's Certificate of Achievement for Excellence in Financial Reporting Program (we assisted 50 governments in receiving their first Certificate awarded). Sikich has more than 75 clients that have applied for and received the Certificate of Achievement for Excellence in Financial Reporting. In addition, Single Audits of Federal Expenditures were performed for all client listed above and many others.

SPECIFIC AUDIT APPROACH

From identifying expectations to executing a plan to preparing for next year, our approach is holistic and always forward-thinking.

For the Village of Bartlett, our approach satisfies a number of requirements, including high-quality service, access to senior resources and specialization in the government industry. We strongly believe Sikich is the firm that can offer you all of these and more.

We will tailor this engagement to the Village of Bartlett’s specific needs—always with a view toward identifying new opportunities for financial and operational improvement. Procedures are designed to give full attention to evaluating significant areas, including those that present the greatest risk. Sikich’s holistic approach will address critical compliance and risk management needs.

Before embarking on this engagement, we will make certain to have a clear understanding of your mission and strategic direction. We do this by identifying and addressing risks and helping you ensure financial strength. We strongly believe there is no such thing as too much communication, not only during the engagement, but also throughout the year.



AUDIT STANDARDS

The objective of our audit is to issue an unmodified opinion on the Village of Bartlett’s governmental activities, business-type activities, each major fund and the aggregate remaining fund information that collectively comprise the Village of Bartlett’s basic financial statements. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and, if necessary, generally accepted government auditing standards issued by the United States Government Accountability Office (GAO, 2018), the Single Audit Act of 1996 and the Uniform Guidance. Our firm will issue an opinion on the basic financial statements and will subject the combining and individual fund financial statements and schedules and any other supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

In addition, we will apply certain limited procedures to the Required Supplementary Information. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will not audit the statistical or introductory sections of the annual comprehensive financial report and accordingly, will not express an opinion on the information contained in these sections.

Wherever possible, we will utilize your schedules to maximize efficiencies and contain audit costs. We request that the Village of Bartlett provide us with the basic information required for our audit.

Sikich's audit approach includes, but is not limited to, the following procedures:

- Audit plan development
- Determination of materiality
- Audit risk evaluation
- Interviews with management to provide information for detailed documentation of the internal control structure
- Interviews and analysis of audit evidence to identify and assess risks that may result in material misstatement due to fraud
- Measurement of accounting presentation and compliance reporting by identifying and focusing on areas sensitive to organizations like the Village of Bartlett
- Performance of testing to evaluate your organization's internal control structure
- Confirmation of various accounts, performance of substantive testing and analytical procedures
- Performance of additional testing, as necessary

PRACTICAL AND CONSTRUCTIVE MANAGEMENT LETTER COMMENTS

We believe the management letter is an important part of the engagement, and we encourage all members of our engagement team to give thoughtful consideration toward developing constructive comments within the constraints of the overall engagement. Our policies regarding management letters adhere to the Professional Standards of the AICPA. If significant deficiencies and material weaknesses in internal controls are noted during the audit, they are required to be communicated in writing to those charged with governance. Items of an immaterial nature (i.e., clerical problems, minor procedures or reporting problems, etc.) are communicated to management. In both cases, we adhere to a strict firm policy that all comments and recommendations are discussed in preliminary form with appropriate personnel prior to their communication. This allows for clarification of misunderstandings, miscommunication or compensating controls or factors which may be in place.

QUALITY CONTROL

At Sikich, we are committed to providing the highest quality audits in the industry. The Village of Bartlett can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our firm has been a member of the Private Companies Practice Section of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office, for more than 30 years. In 2020, we received our eleventh consecutive peer review unmodified ("pass") report. This is the highest level of recognition conferred upon a public accounting firm for its quality control systems. Also, we go beyond the external reviews and maintain strong internal reviews of procedures and processes with oversight by our Quality Assurance Committee and our Partner-in-Charge of Quality Assurance. Please refer to the Exhibits section for a copy of our most recent peer review which included a review of specific government engagements since this accounts for a significant segment of our practice.

In addition, our state and local government reports have been reviewed by numerous federal and state oversight bodies and professional organizations. These reports have been judged to meet and, in most instances, exceed industry standards and requirements. Sikich has not been the subject of any disciplinary action or inquiry during the past five years. Sikich is a member of the AICPA's Governmental Audit Quality Center (GAQC), which is a firm-based voluntary membership center designed to promote the importance of quality governmental audits and the value of these audits to purchasers of government audit services. As a member of the GAQC, Sikich has access to key information and comprehensive resources that we use to help ensure our compliance with appropriate professional standards and laws and regulations that affect our audits. Through our membership in the GAQC, we also adhere to membership requirements designed to enhance the quality of our audit practice.

WHY THE VILLAGE OF BARTLETT SHOULD SELECT SIKICH

Our team works devotedly with governmental entities just like yours, has the resources required to perform this engagement and is technically experienced and insightful.

As previously mentioned, clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Your challenges are our challenges, and chances are, we have successfully faced them many times before. Aside from this, here are a number of reasons how the Village of Bartlett can benefit from a relationship with Sikich.

ACCESS

With Sikich, you get access to a multitude of resources that will help your organization grow today and in the future.

ACCESS TO SENIOR RESOURCES

You will gain confidence in your operations by working with a team of articulate professionals who have received the highest recognitions in their fields. To demonstrate the importance of our relationship, we pledge to provide you with unparalleled involvement from our most senior resources. Our partners are on-site during audit fieldwork and are available year-round for direct consultation as issues occur.

ACCESS TO EDUCATION

The Village of Bartlett will remain abreast of regulatory changes and best organizational practices as Sikich's team receives ongoing continuing education they will directly apply to the Village of Bartlett's engagement. We accomplish this by anticipating your needs based on our experience with you and your industry, and using a variety of communication channels: timely responses to your questions; informal discussions; mailings on topics of interest to you; and relevant seminars, all of which are complimentary for our clients. Past topics of thought leadership have included:

- Governmental Accounting and Financial Reporting Update
- GASB Statement No. 84 Fiduciary Activities
- GASB Statement No. 87 Leases
- The New GASB Reporting Model
- Accounting & Report for Cash and Investments
- Preparing a Management's Discussion and Analysis
- Capital Assets including Asset Retirement Obligations and Impairments
- Long-Term Debt and Leases
- Economic Condition Reporting
- Financial Reporting Entity
- Accounting for Insurance and Employee Benefits
- Payroll Reporting for Government Entities
- Year-End Payroll Updates
- The New Look of HR: 2021
- Fraud and Internal Controls
- Fraud and Cybersecurity in the Remote Environment

ACCESS TO VALUE

Your organization will receive extraordinary value for Sikich's fee because we are dedicated to a customer-centric approach that includes open communication, respect and clear results. As a leader, the overall success of your organization should be the core of your focus. We're here to be your trusted advisor for those functions you can't focus on every moment, as well as for issues affecting the government industry, including new accounting pronouncements and employee benefit regulations. We understand that each client has its own unique set of needs, business practices and operating environment. Our services are tailored to the specific needs of your organization.

EXPERIENCE

Helping clients achieve long-term success is what we do. Our professionals will bring to your engagement the deep industry and service-level experience they have accumulated throughout the years.

EXPERIENCE IN YOUR INDUSTRY

Sikich's state and local government team provides services to more than 500 counties, cities, villages, towns and other local governments. Many of these have been long-standing clients and are evidence of our dedication to the state and local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our firm to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

Senior members of our government services team presently hold memberships and are actively involved in numerous governmental organizations, including:

- AICPA Government Audit Quality Center
- American Institute of Certified Public Accountants (AICPA)
- Central Association of College and University Business Officers (CACUBO)
- GFOA Special Review Committee (SRC)
- Government Finance Officers Association of Missouri (GFOA-MO)
- Government Finance Officers Association of the United States and Canada (GFOA)
- ICPAS Governmental Report Review Committees
- IGFOA Technical Accounting Review Committee
- Illinois Association of County Board Members and Commissioners (IACBMC)
- Illinois Association of Fire Protection Districts (IAFPD)
- Illinois Association of Park Districts (IAPD)
- Illinois Association of School Business Officials (IASBO)
- Illinois City/County Management Association (ILCMA)
- Illinois County Treasurers' Association (ICTA)
- Illinois CPA Society (ICPAS)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois Library Association (ILA)
- Illinois Municipal Treasurers Association (IMTA)
- Illinois Parks and Recreation Association (IPRA)
- Illinois Tax Increment Association (ITIA)
- International City/County Manager's Association (ICMA)
- National Association of College and University Business Officers (NACUBO)

EXPERIENCE IN WHAT WE DO

Your Sikich engagement team is comprised of senior CPAs who have been working in the field for years. Providing high-quality audit services is second nature to each of them, which is proven through our impressive track record of helping clients succeed. This team will provide the Village of Bartlett with timely completion of professional services. Moreover, members of the Sikich government services team have served as expert speakers to organizations, state GFOAs and others for formal presentations at local meetings and annual conferences on a variety of governmental accounting, auditing and financial reporting topics. We have also developed governmental accounting, auditing and financial reporting training courses for various organizations with members of our firm serving as lead instructors for the courses.

EXPERIENCE IN GOVERNMENT OPERATIONS

Because of our large, diverse client base and our ability to attract talent from a variety of professional backgrounds, Sikich has an established reputation as one of the leading providers of professional services in the Midwest to governmental entities. Our team of professionals specializes in the management, operations and financing of general purpose state and local governments, park districts, intergovernmental organizations, municipal utilities and special districts. This focus and our exemplary reputation assure the Village of Bartlett the highest quality work and the most cost-effective delivery of services.

INITIATIVE

One of our strengths at Sikich is our need to be proactive. We find potential issues before you have to worry about them, because we're ready with a solution.

INITIATIVE FOR A SMOOTH TRANSITION

Your transition to Sikich will be a non-disruptive one. Jim Savio and Tom Siwicki have directed the transition of many new clients and will bring this experience to the Village of Bartlett engagement team. Your engagement team will have continuous, hands-on involvement in what we consider an important relationship with the Village of Bartlett. We have many ways of achieving this transitions such as:

- Developing an agreed-upon timetable for deliverables and follow up regularly on their progress
- Utilizing concise audit programs, eliminating unnecessary audit steps and preparing audit schedules and workpapers
- Using existing client materials to the greatest extent possible, such as internal control memos and client assistance letters

INITIATIVE FOR CUSTOMIZED SOLUTIONS

One-on-one, you will receive customized solutions based on your unique needs, and only your unique needs. You will find that achieving financial stability and growth, as well as uncovering new opportunities to improve performance, is possible through the strategies that Sikich experts will recommend and on which they will educate you.

After a more thorough review of your operations and audit-specific matters, we may uncover other opportunities. As part of our ongoing service and commitment to the Village of Bartlett, we keep you abreast of regulatory changes and best business practices to ensure we identify crucial opportunities that will benefit the Village of Bartlett.

INITIATIVE FOR YOUR SATISFACTION

The Village of Bartlett's success is built upon the quality services and value you feel you receive from Sikich, which is why we will continually gauge your satisfaction to enhance our relationship. At various checkpoints during the engagement, a Sikich representative will meet with you to discuss how satisfied you have been with our services, our team and the value we provide. Areas stressed during these meetings will include:

- What can we do to make our services more valuable to you?
- What specific part of our service exceeded your expectations?
- In which areas do you feel we need improvement?
- Do you feel like a valued client of the firm?
- What is your vision for the Village of Bartlett?

SCOPE OF SERVICES FOR THE VILLAGE OF BARTLETT

We will exceed your expectations by conducting and delivering on a high-quality engagement within your required timeline—all for a reasonable fee.

We are proposing to provide the following services to the Village of Bartlett as specified in the RFP:

- Audit of basic financial statements of the Village of Bartlett for the fiscal year ending April 30, 2023.
- Preparation of five (5) bound copies and an electronic copy (.pdf) of the annual comprehensive financial report (introductory section, MD&A and certain statistical data to be provided by the Village of Bartlett);
- Preparation of five (5) bound copies one (1) electronic copy (.pdf) of the management letter for the Village of Bartlett, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- Preparation of one (1) electronic copy (.pdf) of the report on compliance with Public Act 85-1142 (TIF);
- Preparation of one (1) electronic copy of the Annual Financial Report (AFR) filed with the County Clerk and State Comptroller;
- Preparation of five (5) bound copies and an electronic copy (.pdf) of the Single Audit Report, if applicable;
- Preparation of Data Collection Form to be submitted to the Federal Audit Clearinghouse, if applicable
- Preparation of one (1) electronic copy (.pdf) of the Illinois Department of Insurance Annual Statement;
- Preparation of ten (10) bound copies and one (1) electronic copy (.pdf) of the Village of Bartlett Police Pension Fund Annual Financial Report;
- Assistance in completing and filing the required application and supporting documents to apply for the Certificate of Achievement for Excellence in Financial Reporting;
- Retain workpapers for seven (7) years in accordance with firm standards;
- Reporting to the Village Board of Trustees in accordance with Statement on Auditing Standards (SAS) No. 114, Communications with Those Charged with Governance; and
- Exit conference(s) with the Village of Bartlett Officials to present the completed audit and related materials.

CLIENT SERVICE TIMELINE

EVENT	PERSON(S) ASSIGNED	TIMEFRAME							
		MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
I. Preliminary Planning During this phase of the audit, we would meet with representatives of the Village of Bartlett to discuss the approach we would take during the audit, focusing on areas of particular concern to the Village of Bartlett as well as areas of high audit risk, and develop the time schedule for completing the subsequent phases of the audit.	The meeting would be attended by the engagement partner, engagement director, and engagement manager, if necessary. (10 hours)								
II. Preliminary Fieldwork During this phase of the audit, we would develop an understanding and documentation of the Village of Bartlett's accounting and administrative controls using its accounting procedures manual, EDP documentation and by interviewing staff. In addition, we may perform compliance testing of those controls to determine which controls, if any, that we could rely on during later phases of the audit. Sample sizes would be determined during this phase, but generally would be between 25 and 60. Moreover, we would develop our planning materiality and complete a preliminary analytical review of the Village of Bartlett's financial position as a whole. In addition, we would review all minutes from the meetings of the Board of Trustees and the Police Pension Board; review all ordinances adopted by the Village of Bartlett during the year; review any debt agreements entered into during the year and analyze any other unique transactions entered into by the Village of Bartlett; and perform our fraud interviews in accordance with Statement on Auditing Standards (SAS) No. 99. Upon completion of this phase, we would finalize all necessary confirmations the Village of Bartlett will prepare; review all proposed client assisted work papers and the timing of preparation by the Village of Bartlett; develop our audit programs for the next phase of the audit and review and document any changes to the Village of Bartlett's Annual Comprehensive Financial Report; and prepare the schedule for the remainder of the audit.	This phase would be completed by the engagement partner, engagement director, engagement manager, engagement senior, and one professional staff. (40 hours)								
III. Fieldwork During this phase of the audit, we would complete all of our substantive testing of the account balances and prepare the draft of the Village of Bartlett's financial statements with a rough draft of the financial statements provided to the Village of Bartlett at the conclusion of field work. We would also prepare the draft of the management report. In addition, an exit conference would be held with officials from the Village of Bartlett to discuss the preliminary results of the fieldwork, review any proposed audit adjustments, final adjusted trial balances that agree to the financial statements and any significant findings.	This phase would be completed by the engagement partner, engagement director, engagement manager, engagement senior and one to two professional staff. (200 hours)								

EVENT	PERSON(S) ASSIGNED	TIMEFRAME							
		MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
<p>IV. Workpaper Review and Report Production</p> <p>During this phase of the audit, the workpapers, drafts of all financial reports and the management letter will be reviewed by the resource partner and the quality control director. All workpapers are reviewed by the engagement partner during phase III to ensure that all necessary information is compiled during this phase to avoid imposing upon the Village of Bartlett's staff after fieldwork has been completed.</p>	<p>This phase would be completed by the engagement partner, engagement director, resource partner and the quality control director. (30 hours)</p>								
<p>V. Drafts to the Village of Bartlett</p> <p>We will deliver a preliminary draft of the Annual Comprehensive Financial Report at the end of fieldwork. A revised draft will be delivered by the engagement partner and reviewed in-depth with representatives of the Village of Bartlett within three weeks of the preliminary draft. A revised draft, if necessary, will be delivered to the Village of Bartlett no later than three business days after receiving all proposed changes.</p>	<p>This phase would be completed by the engagement partner and engagement director. (10 hours)</p>								
<p>VI. Completion of the Audit</p> <p>Upon approval of the drafts by the Village of Bartlett, we will present the signed, bound copies of the annual comprehensive financial report, the management letter and the additional reports described in this proposal. The engagement partner will be available for meetings with representatives of the Village of Bartlett including the Village of Bartlett President, the Board of Trustees and management for formal presentations of the reports.</p>	<p>This phase would be completed by the engagement partner and engagement director. (10 hours)</p>								
<p>VII. Support to the Village of Bartlett</p> <p>Our firm does not believe that the engagement ends with the exit conference. We stress that we are available throughout the year to provide technical accounting and financial reporting assistance and support to the Village of Bartlett. In addition, we constantly monitor recent events in the state and local government industry, including new pronouncements that may impact our government clients, and communicate the effect of any proposed changes throughout the year. Moreover, our letter of recommendations each year will alert the Village of Bartlett to any new pronouncements that may become effective in the next one to three years, including the potential effect that the pronouncement may have on the financial position and/or changes in the financial position of the Village of Bartlett.</p>	<p>This phase would be completed by the engagement partner and engagement director.</p>	Ongoing							

In future years, we would develop a similar plan and timeframe with the assistance of the Village of Bartlett to ensure the timely identification and resolution of any critical accounting and auditing issues prior to the issuance of our opinion and the annual comprehensive financial report. These completion dates are well within the deadlines established by Village of Bartlett. We have a proven track record of meeting and exceeding deadlines established by our clients.

IDENTIFICATION OF POTENTIAL AUDIT PROBLEMS

Our firm's approach to resolving any problems that arise during the audit is the same as our overall approach to the audit—professionalism. Professionalism in performing the audit is the cornerstone to our philosophy during all phases of the audit. Any problems encountered during the audit, except for irregularities and illegal acts, will be discussed and documented with the Finance Director. The timing of this discussion will provide the Village of Bartlett with ample time to rectify any situations that may otherwise result in the issuance of a qualified audit opinion. Irregularities and illegal acts detected or of which we become aware of will be communicated in writing to the Finance Director, or the appropriate level as defined in our professional standards.

Our firm's philosophy on additional fees and/or billings is based on an understanding between the firm and the client of the scope of the work to be performed. We have proposed a "not-to-exceed fee" for the audit, the scope and timing of which was specified by the Village of Bartlett. The billings for the audit would not exceed this fee unless the Village of Bartlett specifically requests that the scope of the engagement be expanded and the Village of Bartlett and the firm reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.

Sikich will comply with all relevant rules and regulations of authoritative bodies and the AICPA Code of Professional Conduct regarding access to our working papers and audit documentation. Reasonable requests for access will not be denied.

ADDITIONAL RESOURCES AND SERVICES

With more than a dozen services, our areas of expertise are oftentimes complementary of one another. How else can we help you meet your government's goals?

Many times, the challenges for which you enlist Sikich's help may be faced more effectively by integrating several of our services. Take a look at what we offer, and talk to your engagement partner about how these services may complement what you are already seeking.

DISPUTE ADVISORY

Disputes of any kind or size can be difficult to handle on your own. For example, what would happen if you began suspecting employee fraud within your organization? A dispute advisory expert can handle every aspect, from insurance claim preparation and being the liaison with law authorities, to creating a fraud prevention program and improving your organization's internal controls.

HUMAN RESOURCES

Your people are a large part of what makes up your organization. Recruiting, training and retaining employees are vital parts of ensuring your organization continues to provide only the best for your constituency. With services such as recruiting and onboarding, compensation and compliance, employee benefits and more, you can better understand what will keep your employees happy and productive.

MARKETING

The effectiveness of your marketing efforts can make or break your organization's success. From eye-catching logos to print and digital collateral, every piece must work for an intended audience. By delivering the right stories and amplifying those messages, you will properly position your organization in the marketplace.

PUBLIC RELATIONS

Achieve a higher media profile, greater mindshare among your constituents and proper positioning in the marketplace with a thoughtful, research-based and integrated approach to public relations. From overall positioning to media relations, conveying the right stories to the right people is critical in an effective public relations program.

TECHNOLOGY: IT SERVICES

Staying ahead of, or even simply keeping up with, continually changing and complex technology developments can be challenging. Organizational management software, cloud solutions, strategic information technology and IT consulting can all drive your organization toward increased productivity—if implemented the right way.

TECHNOLOGY: SECURITY AND COMPLIANCE

Keeping your organization safe from data breaches and other information security concerns is critical, especially given the vast number of organizations that have been compromised in the last couple of years. Understand where the vulnerabilities in your network lie by obtaining independent, unbiased and technically qualified security assessments—from penetration testing to forensic analyses.

FEE PROPOSAL

PROPOSAL COST SUMMARY

See Fee Proposal in the Exhibits Section

These fees assume that the Village of Bartlett will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger, and will prepare certain schedules of account analysis and confirmations of account balances.

The fees proposed do not include the cost of implementing any new pronouncements, including GASB Statement No. 87, *Leases*. We would separately negotiate those fees based on the number of leases and the level of effort required for the implementation.

If the Village does not require a single audit and a GAGAS opinion is still required for the State of Illinois GATA compliance, the fee would be 50% of the Single Audit fee.

Fees for any future years beyond the RFP would be based on market rates in effect which are primarily driven by inflation. This would be communicated to the Village through an extension letter indicating the proposed fees for the additional years.

We want to invest in what we hope will become a long-lasting relationship with the Village of Bartlett, which is why we will absorb the costs of the orientation and nonrecurring procedures required in an initial engagement. We estimate these costs to be 20-25% of our first-year fees.

We invoice our clients on a monthly basis as services are provided. Payments for all services are due within 60 days of receipt of an invoice. Invoices not paid within 60 days are assessed a finance charge of 1 percent per month (12 percent annually).

EXHIBITS

We know you likely have many more questions for us. Take a look at the attached documents for additional information about our firm and those who will work with you.

PROPOSAL FEE EXHIBIT

ENGAGEMENT TEAM BIOGRAPHIES

- James R. Savio, CPA, MAS
- Brian D. LeFevre, CPA, MBA
- Nick Bava, CPA
- Frederick G. Lantz, CPA
- Tom Siwicki, CPA
- Kellen O'Malley, CPA, MAS
- Lauren Allen, CPA

SIKICH RESOURCES

STATE & LOCAL GOVERNMENT SERVICES

FIRM PROFILE

PEER REVIEW

X. PROPOSAL FEE EXHIBIT

Exhibit 1

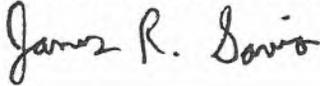
FEE PROPOSAL

Schedule of professional auditing services rendered based on the following not-to-exceed fees:

	<u>2023</u>	<u>2024</u>	<u>2025</u>
Annual Comprehensive Financial Report	<u>\$ 36,000</u>	<u>\$ 37,440</u>	<u>\$ 38,940</u>
Single Audit Report (if necessary)	<u>3,000</u>	<u>3,120</u>	<u>3,240</u>
Tax Increment Financing Opinion (each)	<u>500</u>	<u>520</u>	<u>540</u>
Comptroller's Annual Financial Report	<u>500</u>	<u>520</u>	<u>540</u>
IDOI Police Pension Report	<u>2,000</u>	<u>2,080</u>	<u>2,160</u>
Police Pension Annual Financial Report	<u>750</u>	<u>780</u>	<u>810</u>
TOTAL	<u>\$ 42,750</u>	<u>\$ 44,460</u>	<u>\$ 46,230</u>

BY:

The undersigned has the authority to to represent the firm and sign this contract



Sikich LLP
Firm Name

JAMES R. SAVIO

CPA, MAS

Partner

James R. Savio, CPA, MAS, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, revenue and expenditure forecasting and cash and debt management. Jim has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1995. He has also been responsible in developing and serving as lead instructor for governmental accounting, auditing, financial reporting and cash management courses both internally and externally. Jim serves on the Illinois Government Finance Officers Association's Technical Accounting Review Committee and the Illinois CPA Society Governmental Executive Committee. Jim also serves as a committee member for Sikich's mentoring program and assists in the development and implementation of Sikich's new hire training program.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society, Governmental Executive Committee
- Illinois Government Finance Officers Association
Technical Accounting Review Committee
- Greater Aurora Chamber of Commerce Leadership Academy,
Class of 1998

EDUCATION

- Master of Accounting Sciences, Northern Illinois University
- Bachelor's Degree in Accounting, Northern Illinois University

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BRIAN D. LEFEVRE

CPA, MBA

Partner

Brian D. LeFevre, CPA, MBA, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management. Brian has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1993. He has also been responsible for developing and serving as lead instructor for governmental accounting, auditing and financial reporting training courses internally for the Firm and for the Illinois Government Finance Officers Association (IGFOA). Brian previously served as Chair of the Governmental Report Review Committee of the Illinois CPA Society.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting
- Police and Fire Pension Accounting Services

AFFILIATIONS

- American Institute of Certified Public Accountants
- Illinois CPA Society, Governmental Report Review Committee
- Illinois Government Finance Officers Association
- GFOA Special Review Committee
- Northern Illinois Alliance of Fire Protection Districts
- Illinois Public Pension Fund Association
- Aurora Downtown Kiwanis Club, Former Treasurer and Board Member
- Greater Aurora Chamber of Commerce Leadership Academy, Class of 1996
- Lord of Life Church, Former Executive Director and Treasurer

EDUCATION

- Bachelor's Degree in Accounting, Valparaiso University
- Master of Business Administration, Northern Illinois University

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NICK BAVA

CPA, MAS

Partner

Nick Bava, CPA, MAS, is an audit partner at Sikich, where he provides assurance and advisory services to a variety of governmental entities, with a focus on cities, villages, and park districts. He also works with not-for-profit entities including community colleges. He is responsible for providing technical services to Sikich's government clients in all areas of governmental accounting, auditing, financial reporting, budget development, internal controls, revenue and expenditure forecasting, and cash and debt management. Acting as the liaison between the client and engagement team, Nick conducts audit engagements, prepares and reviews financial statements, and assesses clients' business processes.

SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting
- Not-for-Profit Audit, Accounting

AFFILIATIONS

- Illinois Government Finance Officers Association, Conference Planning Committee
- Illinois CPA Society
- Government Finance Officers Association
- Metro West Council of Government
- Illinois City/County Management Association

EDUCATION

- Bachelor's Degree in Accounting, Illinois State University
- Master of Accounting Sciences, Northern Illinois University

**LOCATION:**

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FREDERICK G. LANTZ

CPA

Director, Government Services

Frederick G. Lantz, CPA, is responsible for providing technical services to Sikich's clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management.

Prior to joining Sikich, Fred was the assistant director for the Technical Services Center of the Government Finance Officers Association of the United States and Canada (GFOA), where he was a nationally recognized expert in the state and local government industry. At GFOA, Fred was responsible for managing the Certificate of Achievement for Excellence in Financial Reporting Program, providing accounting, auditing and financial reporting assistance to state and local government officials and their auditors, and serving as a liaison to the Governmental Accounting Standards Board.

Fred also developed courses and served as lead instructor for governmental accounting, auditing and financial reporting training courses. He is a nationally recognized speaker, having spoken at state GFOA and CPA Society meetings and conferences.



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SERVICE AREAS

- Governmental Audit, Accounting
- Governmental Financial Reporting

AFFILIATIONS

- American Institute of Certified Public Accountants, Past State & Local Government Expert Panel
- Illinois CPA Society
- Government Finance Officers Association, Special Review Committee
- GASB Pension Task Force
- Illinois Government Finance Officers Association, Past Executive Board of Directors, Technical Accounting Review Committee
- Wisconsin Government Finance Officers Association
- National Association of College and University Business Officers
- Central Association of College and University Business Officers
- Illinois County Treasurers' Association
- Illinois Tax Increment Association
- Illinois Municipal Treasurers Association
- Illinois City/County Management Association
- International City/County Manager's Association

EDUCATION

- Bachelor's Degree in Accounting, Northern Illinois University
- Graduate of Advanced Government Finance Institute, University of Wisconsin at Madison

THOMAS G. SIWICKI

CPA

Audit Director

Thomas G. Siwicki, CPA, is an audit director at Sikich and has experience working in the public accounting industry since 2009. He provides assurance services and recommendations for improvements to local government and manufacturing and distribution clients. Tom is also responsible for managing the execution of audit engagements and supervising the audit team.

SERVICE AREAS

- Assurance and Advisory Services
- Governmental Audit, Accounting
- Governmental Financial Reporting
- Manufacturing and Distribution Services

AFFILIATIONS

- Illinois Government Finance Officers Association
- Illinois CPA Society

EDUCATION

- Bachelor of Science in Accountancy, Illinois State University
- Master of Professional Accountancy, Illinois State University

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KELLEN O'MALLEY

CPA, MAS

Senior Audit Manager

Kellen O'Malley, CPA, MAS, is a senior audit manager at Sikich. He provides assurance and advisory services to a variety of clients, including manufacturing, distribution, and governmental entities with a focus on cities, villages, and park districts. Acting as the liaison between the client and the engagement team, Kellen conducts audit engagements, prepares and reviews financial statements, and assesses clients' business processes and internal control structures.

SERVICE AREAS

- Assurance and Advisory Services
- Governmental Audit, Accounting
- Manufacturing and Distribution Services

AFFILIATIONS

- Illinois Government Finance Officers Association
- Illinois CPA Society

EDUCATION

- Bachelor's Degree in Accounting, Illinois State University
- Master of Accounting Sciences, Illinois State University

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LAUREN ALLEN

CPA

Audit Manager

Lauren Allen, CPA, is an audit manager with in-depth experience providing assurance and advisory services. Lauren focuses on serving government clients, such as cities, villages, and townships. Her areas of expertise include audit services and financial reporting.

SERVICE AREAS

- Assurance & Advisory Services
- Audit & Financial Reporting Services
- Government

AFFILIATIONS

- Illinois CPA Society

EDUCATION

- Bachelor's Degree in Accounting, North Central College
- Associate's Degree in Business, Waubensee Community College



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STATE AND LOCAL GOVERNMENT SERVICES



Government agencies experience increasing pressure to be more effective, efficient and transparent.

As a government leader, you know how important it is to find a professional services partner that can strategize, plan and implement solutions to meet the goals of your organization.

SERVICES SIKICH PROVIDES:

- Accounting, Audit, Assurance & Tax
- Business Valuation
- Fraud Services for Governments
- ERP & CRM Software
- Human Capital Management & Payroll
- Insurance Services
- IT Services
- Marketing & Communications
- Pension Fund Accounting & Consulting Services
- Retirement Planning

Whether you represent a general purpose local government or special district, Sikich will help you meet your goals by providing professional guidance in your accounting, marketing, human resources, technology and other advisory functions.

Experience unparalleled commitment and high-quality, timely services when you partner with the experts at Sikich. For more than 30 years, we have provided:

- A highly skilled staff and management team entirely dedicated to government services
- An in-depth understanding of the governmental fiscal, management, operating and regulatory environments
- Timely and cost-effective service delivery

WHO WE SERVE:

Our government clients represent a wide range of industry sectors including:

- Counties
- Cities
- Villages
- Townships
- Other Special Districts
- Pension Plans
- Park Districts
- Forest Preserve Districts
- Public Libraries
- Community Colleges
- School Districts
- Water Authorities
- Water Reclamation Districts
- State Departments & Agencies

TEAM LEADER



ANTHONY CERVINI
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PARTNER-IN-CHARGE

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WHY SELECT SIKICH?

Our team works devotedly with units of local government like yours to provide the resources required to help you focus on managing your organization, while we take care of everything behind-the-scenes.



STATE AND LOCAL GOVERNMENT SERVICES

OUR EXPERTS



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CPA
PARTNER

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ABOUT SIKICH

Sikich LLP is a global company specializing in technology-enabled professional services. Now with more than 1,500 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments and federal agencies, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC. Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.



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INDUSTRIES

Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

AGRICULTURE	AUTOMOTIVE	CONSTRUCTION & REAL ESTATE
DISTRIBUTION & SUPPLY CHAIN	GOVERNMENT	HIGH-TECH
LIFE SCIENCES	MANUFACTURING	NOT-FOR-PROFIT
PRIVATE EQUITY	PROFESSIONAL SERVICES	

SPECIALIZED SERVICES

ACCOUNTING, AUDIT, TAX & CONSULTING SERVICES

- Outsourced Accounting
- Audit & Assurance
- Consulting Services
- Employee Benefit Plan Audits
- International Tax
- Tax

TECHNOLOGY

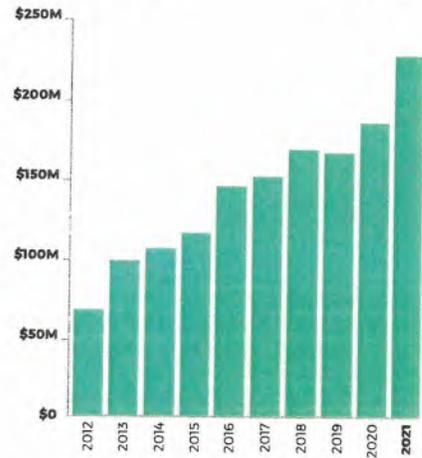
- Business Application
- Cloud & Infrastructure
- Consulting & Implementation
- Cybersecurity & Compliance
- Digital Transformation Consulting

ADVISORY

- Forensic & Valuation Services
- Governance, Risk & Compliance Services
- Human Capital Management & Payroll Consulting
- Insurance Services
- Investment Banking*
- Marketing & Communications
- Retirement Plan Services
- Regulatory, Quality & Compliance
- Site Selection & Business Incentives
- Succession Planning
- Supply Chain
- Transaction Advisory Services
- Wealth Management**
- Workforce Risk Management

WHO WE ARE

TOTAL PARTNERS **100+**
TOTAL PERSONNEL **1,500+**
2021 REVENUE **\$229M**



LOCATIONS

Sikich is a Remote First Organization

- | | |
|-------------------------|------------------------|
| Ahmedabad, GJ | Los Angeles, CA |
| Akron, OH | (877) 279-1900 |
| (330) 864-6661 | Milwaukee, WI |
| Alexandria, VA | (262) 754-9400 |
| (703) 836-1350 | Minneapolis, MN |
| (703) 836-6701 | (331) 229-5235 |
| Bangalore, KA | Naperville, IL |
| Boston, MA | (630) 566-8400 |
| (508) 485-5588 | Peoria, IL |
| Chattanooga, TN | (309) 694-4251 |
| (423) 954-3007 | Princeton, NJ |
| Chicago, IL | (609) 285-5000 |
| (312) 648-6666 | Springfield, IL |
| Crofton, MD | (217) 793-3363 |
| (410) 451-5150 | St. Louis, MO |
| Decatur, IL | (314) 275-7277 |
| (217) 423-6000 | Washington, MO |
| Indianapolis, IN | (636) 239-4785 |
| (317) 842-4466 | |

* Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC.
** Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.

CULTURE

Our dynamic work culture fosters learning, growth and innovation, attracting top-notch team members who see the big picture. Sikich's culture is built on a flexible, trusting work environment and the key pillars of Absolute Integrity, Accountability, Continuous Innovation and Stewardship. We believe our people are our greatest asset and work hard to ensure that all team members feel empowered, comfortable and valued.



CERTIFICATIONS & AWARDS

All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the **American Institute of Certified Public Accountants' Governmental Audit Quality Center** and the **Employee Benefit Plan Audit Quality Center**.



We adhere to the strict requirements of membership, which assure we meet the highest standards of audit quality. **In 2020, Sikich received its 11th consecutive unmodified ("pass") peer review report**, the highest level of recognition conferred upon a public accounting firm for its quality control systems.

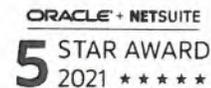


Sikich ranks among the **top 30 firms nationally** on the *Accounting Today* **Top 100 Firms list**.

Sikich is a **Microsoft Dynamics' 2022/2023 Inner Circle** award recipient, a recognition that places Sikich in the **top 1% of all Microsoft Business Applications partners globally**.



We also maintain the **Oracle NetSuite 5 Star Award** and are among the **top three U.S. partners of Oracle NetSuite**.



Sikich ranks on the **Redmond Channel Partner Magazine's top 350 Microsoft partners in the U.S.**, **CRN's Top 500 Managed Service Providers**, **CRN's Top 500 Solution Providers** and **Channel Futures' MSP 501**.



NET PROMOTER SCORE

The firm's overall Net Promoter Score (NPS) is 87%.

This is a measure of our clients' willingness to recommend Sikich's services and products. An NPS of 50% is considered excellent, and 70% NPS is considered world-class.





Report on the Firm's System of Quality Report

August 31, 2020

To the Partners of Sikich LLP
and the Peer Review Committee of the Illinois CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Sikich LLP (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included (engagements performed under *Government Audit Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations [SOC 1 and SOC 2 engagements]).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Sikich LLP in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sikich LLP has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Anders Minkler Huber & Helms LLP".

ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants



Agenda Item Executive Summary

Item Name Computer Replacement Program Purchase Committee or Board Board

BUDGET IMPACT

Amount:	\$52,262	Budgeted	\$66,200
---------	----------	----------	----------

List what fund	Equipment Replacement Fund
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EXECUTIVE SUMMARY

As part of our ongoing computer replacement program, we are seeking to purchase 37 desktop and 13 laptop computers from Dell through the State of Illinois and Midwest Higher Education Compact.

ATTACHMENTS (PLEASE LIST)

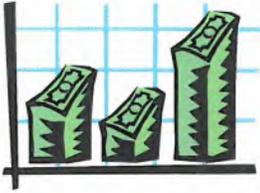
Finance Memo 23-01

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the purchase of 37 desktop and 13 laptop computers from Dell through the Midwest Higher Education Compact Bid obtained by the State of Illinois in an amount not to exceed \$52,262.00.

Staff: Chris Hostetler, IT Coordinator Date: 2/13/23



Village of Bartlett Finance Department Memo 23-01

DATE: February 13, 2023
TO: Paula Schumacher, Village Administrator
FROM: Chris Hostetler, IT Coordinator
SUBJECT: Computer Replacement Program Purchase

In December 1999 the Village Board adopted the village-wide Information Technology Plan. In the Plan, the Village approved the concept of implementing a replacement program for its computer inventory. The 2022-2023 fiscal year budget contains \$66,200 for the purchase of desktop and laptop computers to replace some of the Village's oldest, least powerful, computers. All of the computers being replaced are at least 4 years old. The Village had been on a 3-year replacement cycle until 2012 when the annual purchase was deferred. Since then, the Village has been on a 4-year replacement cycle.

Computer manufacturers are, for the most part, unwilling to respond to bids or even RFP's unless you are a state government or very large city. Rather, most allow you to purchase under an existing government pricing program. All of the manufacturers have set up sections of their company to deal just with state and local governments and offer pricing accordingly. The Village of Bartlett is fortunate enough to be able to take advantage of joint purchasing through the State of Illinois and the Midwest Higher Education Compact (MHEC). The State of Illinois Joint Purchasing Act permits local governments to participate in these joint purchasing opportunities without repeating the bidding process.

The Village has standardized on business desktop computers from Dell Since 2001. Dell has consistently offered an excellent product and their support is superior to other manufacturers. Support and quick replacement of parts is very important for minimizing the impact of hardware failures on employees.

Dell desktop computers are available through joint purchase with Midwest Higher Education Compact. The Midwest Higher Education Compact is a compact of twelve states, including Illinois, whose mission includes cost savings for members through joint purchasing.

Staff recommends the purchase of 37 desktop and 13 laptop computers from Dell for a total amount not to exceed \$52,262.

MOTION:

To approve the purchase of 37 desktop and 13 laptop computers from Dell through the Midwest Higher Education Compact Bid obtained by the State of Illinois in an amount not to exceed \$52,262.



Agenda Item Executive Summary

Item Name Creation of Class A Liquor License-
Bracht's Place Inc. 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 02/14/2023 Ordinance			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Ordinance 2023-_____ an Ordinance Creating a Class A Liquor License.

Staff: Samuel Hughes, Senior Management Analyst Date: 02/14/2023

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: 02/14/2023
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 2023-____ an Ordinance Creating a Class A Liquor License.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 21, 2023

APPROVED: February 21, 2023

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 2023-_____ enacted on February 21, 2023 and approved on February 21, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Water Meter and Data Equipment System
Replacement and Software Subscription Committee Board
Agreement or Board

BUDGET IMPACT

Amount:	~\$6 M (Over a 5-year period)	Budgeted	\$6 M
List what fund	Water Fund		

EXECUTIVE SUMMARY

At the December 20, 2022 Committee meeting we discussed the water meter replacement program and meters (Neptune & Badger) that we looked at for the replacement. We also recommended moving forward with our current meter, Neptune, since they are the lowest cost option.

Attached is a water meter and data equipment system replacement agreement with Water Resources, Inc. who is the area representative for Neptune meters. The agreement includes purchasing and installation of the meters. The agreement does allow the village to install meters ourselves which we intend to do.

RECOMMENDATION:

Staff recommends moving forward with Water Resources, Inc. for the Water Meter Replacement Program.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement & Exhibits

ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance

Motion: I move to approve Resolution 2023-_____, a Resolution Waiving Bids and Approving the Water Meter and Data Equipment Replacement and Software Subscription Agreement Between the Village of Bartlett and Water Resources, Inc.

Staff: Dan Dinges, Director of Public Works Date: 2/9/2023

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Water Meter and Data Equipment System Replacement and Software
Subscription Agreement
Date: January 9, 2023

At the December 20, 2022 Committee meeting we discussed the water meter replacement program and meters (Neptune & Badger) that we looked at for the replacement. We also recommended moving forward with our current meter, Neptune, since they are the lowest cost option.

Attached is a Water Meter and Data Equipment System Replacement Agreement with Water Resources, Inc. who is the area representative for Neptune meters. The agreement includes purchasing and installation of the meters. The agreement does allow the village to install meters ourselves which we intend to do.

RECOMMENDATION:

Staff recommends moving forward with Water Resources, Inc. for the Water Meter Replacement Program.

Motion: I move to approve Resolution 2023-_____, a Resolution Waiving Bids and Approving the Water Meter and Data Equipment Replacement and Software Subscription Agreement Between the Village of Bartlett and Water Resources, Inc.

RESOLUTION 2023 – _____

A RESOLUTION WAIVING BIDS AND APPROVING THE WATER METER AND DATA EQUIPMENT REPLACEMENT AND SOFTWARE SUBSCRIPTION AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND WATER RESOURCES, INC.

WHEREAS, in 2005 the Village went through a request for proposal process for water meter and radio frequency automated meter reading transmitters, and selected water meters and transmitters manufactured by Neptune (the “Original Neptune Meters & Transmitters”), which were installed throughout the Village by Neptune’s area representative, Water Resources, Inc.; and

WHEREAS, the majority of the Original Neptune Meters & Transmitters are past their useful life and warranties, and are in need of replacement; and

WHEREAS, Village staff solicited proposals for water meter and data equipment system replacement and software from two of the top, and most reasonably priced, water meter and automated meter reading equipment manufacturers, Neptune and Badger; and

WHEREAS, the base price proposals for Neptune and Badger water meters and data system equipment replacement and software subscription costs were comparable, but utilizing the Village’s current Neptune software and the infrastructure that is not in need of replacement results in an overall cost savings of over \$300,000, and therefore, has been recommended by Public Works staff; and

WHEREAS, Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) requires municipalities to let contracts for public improvements to the lowest responsible bidder when the expenses of the work or improvement exceeds \$25,000, except that a municipality may choose to enter a contract without advertising for bids if authorized by a vote of 2/3 of the trustees then holding office; and

WHEREAS, Section 1-8A-5E of the Bartlett Municipal Code similarly provides that bidding requirements for work or improvements exceeding \$25,000 may be waived by a vote of 2/3 of all of the trustees then holding office; and

WHEREAS, Water Resources Inc., Neptune’s area representative, has submitted its proposal for the replacement of water meters and data equipment for approximately 14,435 water meters and transmitter/mobile interface units (“MIUs”); and

WHEREAS, Water Resources Inc., utilizing Neptune meters, will make a seamless transition into the existing system the Village currently utilizes;

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: Upon passage of this Resolution by not less than 2/3 of the Village Trustees holding office thereby waiving advertising for bids, the Water Meter and Data Equipment System Replacement and Software Subscription Agreement between the Village of Bartlett and Water Resources, Inc. dated February 21, 2023 (the "Contract Agreement") purchased, installed and paid for over a 4-1/2 year term on a unit price basis in an approximate overall cost of \$7,392,675.00, a copy of which is attached hereto and expressly incorporated herein, is hereby approved, and the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Contract Agreement on behalf of the Village of Bartlett.

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

SECTION 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 passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 21, 2023

APPROVED: February 21, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on February 21, 2023, and approved on February 21, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

**WATER METER AND DATA EQUIPMENT SYSTEM REPLACEMENT
AND SOFTWARE SUBSCRIPTION AGREEMENT**

This Water Meter and Data Equipment System Replacement and Software Subscription Agreement (the "Agreement") is entered this 21st day of February, 2023, between the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois, and home rule unit of government (the "Village") and Water Resources, Inc., an Illinois corporation, with offices at 390 Sadler Avenue, Elgin, Illinois 60120, (the "Contractor") (collectively, the "Parties").

RECITALS:

WHEREAS, the Village has in place a radio frequency automated water read collection system known as the AMI 360 Data Management and Collection System to read approximately 13,796 water meters of various sizes and types manufactured by Neptune Technology Group ("Neptune") that are installed in residences and commercial businesses throughout the Village utilizing Neptune 360 Software, so that water usage can be read by Village employees using vehicles equipped with a mobile antenna; and

WHEREAS, other than 361 water meters and 860 radio transmitter/mobile interface units ("MIUs") installed by the Village over the last five years, the remaining 14,435 existing water meters, broken down by size and type on the Water Meter Replacement Program Inventory attached hereto as Exhibit A, and 12,936 MIUs, are beyond their respective useful lives and are in need of replacement; and

WHEREAS, with the AMI 360 Data Management and Collection System, two or three antenna/network data collectors can be added to Village owned water towers in conjunction with the water meter and MIU replacement project, so that water usage data can be collected remotely rather than from mobile antennas that drive by residences and businesses to collect water usage data, which the Village corporate authorities find to be desirable and in the best interest of the Village and its residents;

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Project Work. Except to the extent performed by the Village, Contractor shall remove approximately 14,435 existing water meters, and approximately 12,936 existing radio transmitters/MIUs (the "Existing Meters and MIUs to be Removed") at residential homes and commercial businesses located throughout the Village of Bartlett, broken down by the size and type on the Water Meter Replacement Program Inventory attached hereto as Exhibit A. Contractor shall supply the Village with (i) 14,435 new Neptune Mach 10 Ultrasonic water meters as specified on Exhibit B-1 and in the same sizes, types and quantities listed on the Water Meter Replacement Inventory (the "Replacement Meters"); (ii) 12,936 new Neptune Wall – Pit Meter Interface Units as specified on Exhibit B-2 (the "Replacement MIUs") (collectively, the

“Neptune Replacement Meters and MIUs”); and (iii) supply two new Neptune R900 System Gateway Fixed Network Data Collectors as specified on Exhibit B-3 (“AMI Data Collectors”). The Replacement Meters specified on Exhibit B-1, the Replacement MIUs specified on Exhibit B-2, and the AMI Data Collectors specified on Exhibit B-3 are collectively and alternatively hereinafter referred to as the “Specifications” or the “Replacement Meters and Data Equipment”.

All materials used in connection with the installation of the Replacement Meters and Data Equipment shall comply with Illinois Plumbing Code Appendix A. Plumbing Materials, Equipment, Use Restrictions and Applicable Standards. All fittings shall be copper, brass, or bronze. Plastic fittings will not be used.

Except for the Existing Meters and MIUs to be Removed that the Village elects to remove and replace using its staff or third party plumbing contractor(s), Contractor shall install the Replacement Meters and Data Equipment properly sized with electronic communication register units, meter transmitting units, seals, seal wiring, gaskets, hardware and other necessary appurtenances, plumbing work necessary for meter installation, system start-up services, start-up training and technical support to provide the Village with a fully operational AMI 360 Data Management and Collection System utilizing Neptune 360 software in strict compliance with the terms and conditions herein, and shall also include supplying and installing all meters, hardware, and software necessary to read and process meter readings from the meters, and programming services necessary to create an output file in V4 format and to provide the associated file layout description for said file that will be capable of interfacing with the Village’s Munis municipal billing software (the “Project Work”). The Project Work shall strictly comply with the Specifications and the requirements herein and shall perform in the same manner and same quality as the AMI 360 Data Management and Collection System demonstrated by the Contractor to the Village during multiple presentations during 2023 at the Bartlett Village Hall, including but not limited to, Neptune field test results, otherwise known as the “Bartlett Propagation Study”, which is expressly incorporated herein by this reference.

2. Reporting Internal Metered Plumbing Irregularities. The Contractor will report to the Village all internal meter or plumbing irregularities. Irregularities will include any meters that are installed backwards, disconnected meters, any other indication of tampering such as magnets, if a meter has been removed and replaced with connecting pipes, if registers are disconnected from meters, if there are illegal connections before the meter, or if there are any other circumstances that warrants reporting with the Village. Photos of all irregularities will be taken and sent to the Village for its internal record keeping. The Contractor shall not proceed with installation of a new meter where irregularities are present until directed by the Village. The Contractor will record and notify the Village of the following conditions that may prohibit installation of a new meter or other applicable equipment.

- The existing meter is inaccessible.
- The existing meter is set vertically.

- The existing service does not comply with plumbing code or is not constructed of standard potable water supply materials.
- The existing service needs repairs prior to installing the water meter.
- The existing service plumbing appears suspect, that the meter change will result in damage to supply lines.
- Any other conditions that would prohibit the safe and effective replacement of the water meter.

3. Intentionally Omitted.

4. No Other Work. Contractor employees actively engaged in the installation of water meters and/or applicable equipment shall not perform any other work on the customer's property during the same visit. If the owner of the property requests other plumbing work to be performed, the Contractor will schedule such work for another date that does not deter from the removal of the Existing Meters to be Removed and installation of Neptune Replacement Meters and MIUs.

5. Treatment and Interaction with Customers. Contractor employees shall treat Village residential and commercial customers in a courteous and respectful manner. If a customer has objections or complaints about the meter removal and/or meter and/or MIU installation, the Contractor employee will direct the customer to contact appropriate Village personnel. If a customer becomes irate, confrontational, or threatening, the Contractor shall leave the property immediately and contact appropriate Village personnel and inform said personnel of the incident.

6. Hours of Operation. Work performed under this Contract may be done under reasonable hours any day providing that the Contractor does not create a nuisance or disturbance, and as long as they are working at the request of the homeowner or business owner. Reasonable hours are considered to be 7:00 a.m. to 7:00 p.m. Monday through Friday and Saturday from 8:00 a.m. to 5:00 p.m. No Sunday work shall be performed unless approved by the Village or requested by the homeowner or business owner. In the event an appointment is made outside of those normal hours outlined above, the Village shall be notified by Contractor in writing, at least twenty-four (24) hours in advance of each such appointment scheduled.

7. Customer Signature Upon Completion. Upon completion of the meter installation, the Contractor will remove existing meters and all old and unused material from the site and return the site to its original condition. At each site location, the Contractor will obtain the customer's/resident's/business owner's signature acknowledging the completion of the meter installation.

8. Communication and Scheduling. Contractor will provide five dedicated administrative personnel as a project communication extension to schedule appointments and interact with Village personnel and residents when applicable. Contractor will assign a dedicated toll free phone number for all Bartlett project communication. The Village will provide the Contractor with valid contact details for all

residents and business located in the Village prior to commencing the agreed upon areas for the next Phase of the Project Work.

Contractor will work with Village of Bartlett personnel to write a scheduling request letter on Village of Bartlett letterhead. Once the content of this letter is approved by Village personnel, Contractor will print the letters and mail them to each resident. Contractor will pay for all printing, all paper, and all postage associated with the scheduling request letters and/or door tags when and where applicable. The letter will request that the resident call Contractor administrative personnel to schedule the meter change out/installation.

Contractor will send three letters to each residence in attempt to schedule its meter change out/installation appointment.

Contractor's scheduling request letter will contain an individual customer PIN number assigned to each resident or commercial business location that can be used to schedule its meter change out/installation appointment. The Contractor will utilize an online appointment scheduling program.

If the resident and or business does not schedule its change out/installation appointment after three mailed letter attempts, Contractor will hang door tag scheduling requests. If the three mailed schedule request letters and the door tag attempt proves to be unsuccessful, Contractor will send a list of non-compliant residents or businesses to Village personnel.

If the Village has residential or commercial business contact phone numbers and will provide them to Contractor, and the Contractor call center personnel will phone the residential and/or commercial business to secure scheduled appointments.

Contractor installation employees will record each meter and or all equipment identifying serial numbers, or any other desired information requested by the Village and provide such information to the Village. All completed installations will be recorded and submitted to the Village at the time of each payment request/invoice.

9. Unit Pricing and Contract Cost. The Village shall pay the Contractor for the Project Work performed during the first seven (7) months of the Contract Term beginning approximately March 1, 2023 and ending September 30, 2023 based on (a) the actual number of Replacement Meters supplied based on applicable meter size and type and Replacement MIUs supplied at the applicable unit prices therefor as set forth in the "Unit Prices for Installation of Water Meter Replacement Equipment" Table attached hereto as Exhibit C (the "Unit Price Table") under the heading "Neptune Meter Unit Price"; PLUS (b) the sum of installation costs for the Replacement Meters and Data Equipment installed at the unit prices listed on the Unit Price Table attached as Exhibit C under the heading "Installation Unit Costs" based on the size and type of each Replacement Meter, Replacement MIU, and AMI Data Collector installed.

The unit prices for the Replacement Meters and the Replacement MIUs are subject to change after September 30, 2023 based on any manufacturer (Neptune) price increases, but any such change in price shall be limited to an aggregate 8% increase in any fiscal year (10/1 – 9/30) (the “Maximum Meter Price Increase”). No such price increases shall apply to any Replacement Meters and/or Replacement MIUs ordered before any such manufacturer’s price increase.

Installation unit costs for subsequent phases of the Project work after April 30, 2024 shall be subject to an annual price adjustment based on the lesser of (a) eight per cent (8%); or (b) the percentage increase in the Consumer Price Index for all Urban Consumers for all items published by the U.S. Department of Labor during the 12 month calendar year immediately preceding the fiscal year (5/1 – 4/30) in question (“CPI Adjustment”).

The total final cost of the Project Work to the Village will depend upon the total number of Replacement Meters, Replacement MIUs, and AMI Data Collectors that are actually supplied by the Contractor, plus the applicable aggregate unit price costs for such Replacement Meters and Data Equipment installed by the Contractor. The cost of any removal work is included in the unit costs for installation.

10. Completion Dates. Contractor shall complete the Project Work as follows:

- A. Phase 1. Contractor has in stock and has reserved for the Village _____ (_____) 5/8" x 3/4" Mach 10 Ultrasonic water meters, _____ (_____) 3/4" Mach 10 Ultrasonic water meters, _____ (_____) 1" Mach 10 Ultrasonic water meters, and _____ (_____) 1-1/2" Mach 10 Ultrasonic water meters, and a corresponding number of Neptune MIUs (the “In Stock Water Meters and MIUs”), that Contractor will begin installing immediately, and in addition thereto shall remove and replace approximately 25% of the Existing Meters and MIUs to be Removed (excluding the Neptune Replacement Meters and MIUs installed by the Village) with the Replacement Meters and Data Equipment on or before April 30, 2024. Contractor shall install as part of Phase 1, two AMI Data Collectors on two different water towers as mutually agreed so that the newly installed Replacement Meters and Data Equipment is immediately operational, and is interfaced with the Village’s existing AMI 360 Data Management and Collection System is and remains operational. Contractor shall install a third AMI Data Collector on a third water tower if so requested by the Village at the then applicable equipment and installation costs.

- B. Phase 2. Beginning May 1, 2024, Contractor shall remove and replace an additional 25% of the Existing Meters and MIUs to be Removed (for an aggregate percentage of 50%, excluding the Neptune Replacement Meters and MIUs installed by the Village) with the applicable Replacement Meters and Data Equipment on or before April 30, 2025.

- C. Phase 3. Beginning May 1, 2025, Contractor shall replace an additional 25% of the Existing Meters and MIUs to be Removed (for an aggregate percentage of 75% excluding the Neptune Replacement Meters and MIUs installed by the Village) with the applicable Replacement Meters and Data Equipment on or before April 30, 2026.
- D. Phase 4 Final. Beginning May 1, 2026, Contractor shall replace all remaining Existing Meters and MIUs to be Removed (for an aggregate percentage of 100%, excluding the Neptune Replacement Meters and MIUs installed by the Village) with the applicable Replacement Meters and Data Equipment on or before April 30, 2027.

With respect to any removal and installation work performed by the Village, it shall purchase the Neptune Replacement Meters and MIUs from the Contractor at the unit prices listed on Exhibit C subject to the applicable Maximum Meter Price Increase.

11. Credit for Salvage Value/Payment Procedures. The Village's monthly or periodic progress payments shall be expressly subject to the following downward price adjustment or credit:

- A. Contractor agrees to provide the Village with a credit for the 14 month initial term (Phase 1) ending April 30, 2024, and for each fiscal year (5/1 – 4/30), during the Contract Term equal to 50% of the agreed upon Trade in Value or actual salvage value received by the Contractor for the Removed Meters & MIUs from the immediately preceding period or fiscal year to be applied against the first request for payment in the next succeeding fiscal year. By way of example, if the monies received by the Contractor for the Removed Meters and MIUs for the period 3/1/23 to 4/30/24 is \$30,000, the Contractor shall provide the Village with a credit of \$15,000 to be applied against the Contractor's first request for payment in Fiscal Year 24/25.
- B. The Village's determination that the Project Work being invoiced has been performed in strict compliance with the Specifications and the requirements herein.
- C. Contractor shall have submitted to the Village on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents."
 - i. An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village may require, such as copies of requisitions from subcontractors (hereinafter defined) and Neptune and other material suppliers.

- ii. A General Contractors Sworn Statement in form customarily used by Chicago Title and Trust Company.
 - iii. Current Partial Waivers of Lien from the Contractor, and partial waivers of lien for the immediately proceeding Application for Payment from all of the Subcontractors of every tier that supplied labor and/or material for the Project Work, and from Neptune and other material suppliers that supplied equipment and/or material in connection with the Project Work covering such period.
 - iv. Contractor shall expressly warrant with each application for payment that it has filed on line certified payroll with the Illinois Department of Labor (the "IDOL") as required under the Prevailing Wage Act for the applicable pay period.
 - v. All of the Contractor's Progress Payment Documents shall be sworn to and notarized.
- D. The Village will act on request for payment on or before the third Tuesday of the month provided the Village has received the Contractor's Progress Payment Documents on or before the first day of the month and the Project Work being invoiced has been performed in strict accordance with the Specifications and requirements herein. Village shall forward the payment to Contractor within seven days of approval by the corporate authorities.
- E. Final Payment shall be made following the Village's determination that the Project Work has been completed in strict compliance with the Specifications and requirements herein and following the Village's receipt of final lien waivers from Contractor and all subcontractors of every tier and material suppliers that furnished labor and/or materials in connection with the Project Work, the written consent to such payment by the surety that has issued the Performance and Payment Bonds then in place, and following completion of all training and restoration work required herein and assignment of all Warranties required hereunder.

12. Material Inspection and Responsibility. Materials, model, make or quality of which is specifically designated, shall be as specified. Should any substitution of material or item of equipment or apparatus be made, the Village's written approval must be obtained prior to installation, which approval the Village may withhold in its sole and absolute discretion.

13. Non-discrimination. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, or national origin, marital status, sexual orientation, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice. Contractor shall include this non-discrimination

provision in all contracts with its sub-contractors performing any Project Work hereunder.

14. Insurance Requirements. Contractor shall procure and maintain for the duration of the contract, *and for three (3) years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit, i.e., \$4,000,000.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Village requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Village.

B. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Village. At the option of the Village, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Village, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Village.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions;

1. **The Village of Bartlett, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if a later edition used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Village.

D. Claims Made Policies – (If at all possible avoid and require occurrence type CGL policies)

If any coverage required is written on claims-made coverage form:

1. The retroactive date must be shown, and must be before the execution date of the contract or the beginning of Project Work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project Work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Village for review

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

F. Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Village for all work performed by the Contractor, its employees, agents and subcontractors.

G. Verification of Coverage

Contractor shall furnish the Village with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the Village before work commences. However, failure to obtain the required documents prior to the Project Work beginning shall not waive the Contractor's obligation to provide them. The Village reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

H. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Village is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

15. Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Village of Bartlett (the "Owner") and its officers, officials, and employees (collectively, the "Indemnified Parties") against all injuries, deaths, property damage, loss, damages, claims, patent claims, product liability claims, suits, liabilities, judgments, liens, lien rights, costs and expenses, which may in anyway accrue against the Indemnified Parties, or any of them, arising in whole or in part, directly or indirectly from (i) the performance of the Project Work by or on behalf of the Contractor, its employees, Subcontractors, agents, successors, assigns and/or anyone for whose acts and/or omissions any of them may be liable; (ii) any act and/or omission by or on behalf of the Contractor, its employees, Subcontractors, agents, successors, assigns, and/or anyone for whose acts and/or omissions they may be liable; and/or (iii) any defects, and/or alleged defects in any materials, goods, and/or equipment furnished by Contractor, its Subcontractors, agents, employees, and/or any of their respective suppliers and/or vendors; and or (iv) any breach and/or default hereunder by Contractor; except where caused by the active negligence, sole negligence, or willful misconduct of the Village, or of a party indemnified hereunder.

The indemnification obligations and duties herein shall survive the expiration and/or termination of this Agreement.

The Contractor shall, at its own expense, appear defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Indemnified Parties, or any of them, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any bond or insurance policies required by this Agreement, or otherwise provided by the Contractor and/or any subcontractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties, as herein provided.

16. Performance Bond – Labor and Material Payment Bond or Letter of Credit. Prior to commencement of the Project Work, Contractor shall furnish the Village with (i) a performance bond, and (ii) a payment bond or labor and material payment bond, which the parties reasonably estimate to be \$2,000,000 for Phase 1 of the Project Work. The cost of such surety bonds is not included in the Unit Price Table and is an additional cost to the Village that it will reimburse to the Contractor in an amount not to exceed \$20,000 per year. Contractor and its surety shall use AIA-312 Forms (2010), or other form acceptable to the Village, co-signed by a surety licensed by the Illinois Department of Insurance authorizing it to execute surety bonds, which surety shall have a financial strength rating (FSR) of not less than "A-" by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Village of Bartlett as primary obligee (the "Performance and Payment Bonds") to guaranty the performance of the Contractor's obligations under this Agreement and the contract documents referenced herein, completion of the applicable phase of the Project Work, and the payment of all materials used and labor performed for the Project Work, Repair Work and Warranty Work including but not limited to the payment of the below defined Prevailing Wages during the applicable Phase of the Project Work commencing on May 1 of that year. On or before March 1, 2024, and by March 1st of each subsequent year of the Contract Term, the Contractor's authorized personnel and the Village Public Works Director shall meet to (1) confirm any known or anticipated manufacturer's price adjustments for the upcoming Fiscal Year; (2) the CPI Adjustment applicable to the next Phase of the Project Work; (3) the amount of installed but unbilled Project Work; (4) mutually agree upon the area(s) of the Village where the Village directs the Contractor to perform the next 25% +/- Phase of the Project Work in the upcoming Fiscal Year, to arrive at a mutually agreed upon estimate of probable cost for said next Phase of the Project Work, based on the projected quantities, sizes and prices of the Replacement Meters and Replacement MIUs for that area or those areas and installation costs based on the size and quantities that the Contractor is to install in the next Phase of the Project Work (the "Estimated Contract Sum for the Upcoming Phase of the Project Work"). Provided the Contractor is not in default and its Progress Payment Documents are up to date, by April 15 of each year of the Contract Term, the Contractor may amend the penal sum of the Performance and Payment Bonds, or submit new Performance and Payment Bonds meeting the same requirements therefor, but in the amount of the Estimated Contract Sum for the Upcoming Phase of the Project Work. By way of illustration, if the Estimated Contract Sum for Phase 2 after taking into account increases in

cost of material and the CPI Adjustment, is \$1,500,000, and the estimate of installed but unbilled Project Work for Replacement Meters and MIUs and intallation costs through 4/30/24 is \$250,000, the Performance and Payment Bonds may be reduced to \$1,750,000 for Phase 2, but may be increased if the Estimated Contract Sum for Phase 3 and/or Phase 4 of the Project Work increases. If the parties fail to timely arrive at said amount by April 1 of each year, the penal sum on the Performance and Payment Bonds shall increase back to the orignal \$2,000,000 Performance and Payment Bond penal sum amount. The Village shall be solely responsible to reimburse the Contractor for the premiums for the Performance Bond and Payment Bond.

17. Prevailing Wages.

A. All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work, Repair Work, and/or Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act") (hereinafter "Prevailing Wages"). Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Acts and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

B. The Contractor shall notify immediately in writing all of subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under this Agreement and shall require each of the Subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the Village in strict accordance with the Act using forms and affidavits furnished by IDOL (the "Certified Payrolls"). Copies of the January 2023 prevailing wage rates for Cook, DuPage and Kane Counties, Illinois are attached as Exhibit G. Notwithstanding the forgoing, said prevailing wage rates are regularly revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for Cook, DuPage and Kane Counties, Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/current-prevailing-rates.aspx>.

18. Compliance with Laws. At all times Contractor shall comply with all applicable Federal, State and local laws including but not limited to all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA), the Illinois Human Rights Act (775 ILCS 5 *et seq.*), the Public Works Employment

Discrimination Act (755 ILCS 10 et seq.), all applicable Illinois and U.S. Department of Labor rules and regulations, and all applicable Village of Bartlett ordinances and codes, including but not limited to the Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett, its officials, officers, and employees, from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any applicable Laws by Contractor, its employees, Subcontractors, material suppliers, agents, successors assigns, or anyone for whose acts and/or omissions Contractor may be liable in the design, manufacturing, and/or installation of the Project Work and/or materials, goods, and/or supplies furnished hereunder, including but not limited to any product liability claims. This obligation shall survive the expiration and/or termination of the Agreement.

19. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about any residence or commercial property in which it is replacing the water meter and/or upon the any Village water tower or site upon which it installs a Neptune Data Collector (individually "Project Site" or collectively the "Project Sites") by Contractor, its employees, Subcontractors, suppliers and anyone for whose acts and/or omissions for whom Contractor may be liable (collectively "Contractor's Agents"). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of Project Sites by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of any Project Site or Project Sites, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and at the Village's option, defend the Village's, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the project sites, or any of them.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Agreement.

20. Software Licenses and Warranties. The Village currently utilizes Neptune 360 Software for its current AMI 360 Data Management and Collection System. The Village will continue to purchase and keep in place its Neptune AMI 360 Software Subscription at the costs as listed on Exhibit C. With regards to the said Neptune AMI software necessary to continue to operate the AMI 360 Data Management and Collection System (the "Software"), Contractor represents and warrants and shall indemnify and hold harmless the Village as follows:

A. Patent and Copyright Indemnification.

Contractor covenants and represents that the Software and all related materials supplied to the Village do not infringe or otherwise constitute wrongful use of any copyright, patent, registered industrial design, trademark, trade secret or any other right of any third party. Contractor shall indemnify and save harmless the Village from any suit or proceeding (including without limitation any judgment awarded thereunder, any reasonable settlement agreed to, any costs incurred in complying with such judgment or settlement and any or all costs, including reasonable legal costs of any attorneys incurred in respect of the same) brought against the Village by reason of any such infringement or any wrongful use. Contractor may either defend or settle such claim on the Village's behalf provided however that Contractor shall in no event consent to any injunction, accounting or other equitable remedy without the Village's prior consent, such consent not to be unreasonably withheld. The Village shall be entitled to be independently represented by counsel of its own choice.

If use of the Software by the Village is enjoined by any such action. Contractor shall, at its sole cost and expense and with the agreement of the party pursuing such action either:

(i) obtain the right for the Village to continue using the Software:

or

(ii) replace or modify the Software in question so that there is no longer any infringement, provided that the modified or replacement Software in question functions and performs in substantially same manner and as well as or better than as required hereunder; provided further that any and all training, hardware and other costs occasioned by such replacements or modifications are borne by Contractor.

The obligations under this paragraph shall survive termination of the within license or this Agreement.

B. Pre-programmed Termination Warranty.

Contractor represents and warrants that the Software and any future version, release or update to the Software (or any portion thereof) does not contain any timer, clock, counter or other limiting design or routine which causes such Software, data files, or any software on the System (or any portion thereof) to become erased, inoperable or otherwise incapable of being used in the full manner for which it is designed and licensed pursuant to this Agreement after being used or copied a certain number of times, or after the lapse of a certain period of time, or after the occurrence or lapse of any similar triggering factor event. Furthermore, Contractor represents and warrants that the Software and any future version, release or update to the Software (or any portion thereof) does not contain any limiting design or routine which cause such Software, data files, or any software on the system (or any portion thereof) to be erased, to become inoperable, or to otherwise be incapable of being used in the full manner for which it was designed and licensed pursuant to this Agreement solely because such Software has been installed on or moved to a central processing unit or system which has a different serial number, model number, or other identification different from that system on which the Software was originally installed.

If there is a timer, clock, counter or other limiting design or routine in the Software or any future version, release or upgrade to the Software (or any portion thereof), as defined in this Section, Contractor shall immediately remove said timer, clock, counter or other limiting design or routine from the Software (or any portion thereof) and immediately correct, at no cost to Village, any data files or any software on the system that was affected by said timer, clock, counter or other limiting design or routine.

21. Assumption of Liability. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or person's including employees of Contractor, any Sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Agreement.

22. Restoration Work. Upon completion of the installation of the Project Work and/or any Warranty Work, Contractor shall repair any damage to all Project Site(s) attributable to acts and/or omissions of Contractor, its employees, Subcontractors, agents, or otherwise attributable to the Project Work and/or Warranty Work, except to the extent such damage is attributable to the negligence of the Village (the "Restoration Work"). The Restoration Work shall be completed within fourteen (14) days of the respective completion of the Project Work and/or Warranty Work (the "Restoration Completion Date").

23. Permits and Licenses. Contractor shall obtain all licenses and permits required by Law to perform the Project Work at Contractor's sole cost, including but not limited to obtaining building permits.

24. Limitation on the Village's Liability. The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages and/or lost profits against the Village attributable to the Project Work and/or otherwise arising out of this Agreement, and agrees not to make any claim or demand for such damages and/or lost profits against the Village.

25. Force Majeure. The time for performance by any Party of any term or provision of this Agreement shall be deemed extended by time lost due to delays resulting from (i) weather which creates a situation in which it is significantly more difficult to construct than a typical period for three (3) years in the Chicago metropolitan area, (ii) acts of God, (iii) strikes, (iv) pandemic, (v) civil riots, (vi) floods, (vii) unavailability of material or labor (not as a result of inability to pay for same by the Party delayed); (viii) restriction by governmental authorities; and (ix) and any other causes not within the reasonable control of such Party.

26. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; or (b) when emailed to that party and followed up by mailed written notice by First Class U. S. mail, postage prepaid, at that party's address by the following day; or (c) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid. Notice shall be given to the following:

If to Contractor:
Water Resources, Inc.
390 Sadler Avenue
Elgin, Illinois, 60120
Attention: Michael D. Pedone
Email: _____

If to the Village:
Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attention: Daniel Dinges, Public Works Director
(Project Manager for the Village)
Email: ddinges@bartlettil.gov

With a copy to:
Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, Illinois, 60172
Email: bem@mrazlaw.com

Either party hereto may change the place of notice to it by sending written notice to the other party, including the person and place of notice to the individual or party to be copies on any notice.

27. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village, which consent the Village may withhold in its sole and absolute discretion. All Subcontractors shall be approved by the Village.

28. Taxes. The Village is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or Subcontractors, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project. The Contractor and Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. The cost of any such taxes is included in the Contract Sum.

29. Alterations, Cancellations, Extensions, and Deductions. The Village reserves the right to alter the plans, perform removal work and/or installation of Replacement Meters and/or Replacement MIUs, extend or shorten the improvement, add such work as may be necessary, delete such work that might not be necessary, and increase or decrease the quantities of work to be performed to accomplish such changes that the Village feels appropriate in order to develop a program that is within the Village's available funding capabilities and/or otherwise in the best interest of the Village.

30. Competency of Contractor. In the event that the Village is dissatisfied with the staff and/or a subcontractor assigned, or the performance or progress of the Project Work, the Village shall give the Contractor written notice in which the Village shall specify in detail the cause of dissatisfaction. If the cause of dissatisfaction amounts to a default, breach and/or for any other default or breach specifying any such default or beach, the Village may issue a notice of default. Should the Contractor fail or refuse to remedy such default or breach within thirty (30) days after written notice of default is received by the Contractor (the "Cure Period"). In the event of breach and/or default, hereunder by Contractor and failure to cure same within the Cure Period, the Village reserves the right to terminate this Agreement. The Village shall be entitled to all rights and remedies available at law and/or equity, and in the event it prevails, the Village shall be entitled to the recovery of its reasonable attorney's fees.

Notwithstanding the foregoing Cure Period, in the event Contractor and/or any Subcontractor fails to comply with any of the insurance requirements herein, the Village may suspend the Project Work until Contractor and/or Subcontractor, as the

case may be, furnishes documentation to the Village evidencing compliance with said insurance requirements.

31. Contractor's Responsibility for the Work. During performance and until final acceptance, the Contractor shall be under absolute obligation to protect the finished and unfinished work against any damage, loss or injury. In the event of any such loss or damage, the Contractor shall repair, replace, and make good the work at his own expense.

32. Project Management and Supervision. The Contractor, under this Agreement, will provide complete project reports to Village "project manager", and will also provide coordination, tracking, and supervision of the installation of transmitting units, water meters, software, and hardware to make the system functional and operational.

33. Public Safety and Convenience. The Contractor shall conduct the Project Work so as to insure the least possible interference with the use and operation of customer's residences and business establishments. The convenience of the general public and the occupants of land and buildings along and adjoining the improvement and the protection of person and property are of prime importance and shall be provided for by the Contractor.

34. Access to Customer Property. It will be the Contractor's responsibility to inform all Subcontractors and employees working for Contractor to not attempt access for meter installation without having a prior appointment scheduled. If, at the time of scheduled appointment, Contractor or agent is unable to install meter, a separate and new appointment shall be scheduled at the convenience of the property owner/tenant. In the event a property owner/tenant is not available at the time of appointment, the Village shall be notified within twenty-four (24) hours of the scheduled appointment. The Contractor or its agent shall proceed to the next appointment in the event this occurs.

35. Employee and Vehicle Identification. A complete list of all employees of the Contractor or and of its subcontractors who will enter residences and/or businesses in performance of the Project Work shall be provided to the Village. Each employee working for the Contractor or any of its subcontractors must wear at all times a uniform and a valid picture indemnification card identifying the Contractor or subcontractor company for whom he/she works. Unless the Contractor warrants that it has caused to be performed a criminal background check on all of its employees who will perform any of the removal and/or installation of Neptune Replacement Meters and MIUs ("Contractor's Installers"), and to the best of Contractor's knowledge none of the Contractor's Installers has been convicted or adjudicated a delinquent for any of the Disqualifying Criminal Offenses listed on Exhibit F. In the event the Contractor cannot make said warranty as to all of the Contractor's Installers, then the Village reserves the right to run background checks on all such Contractor's Installers and subcontractors and any of their respective employees that may perform any removal and installation

Project Work. The Contractor must supply the following information for each individual or company on said list to perform the removal and installation Project Work under the Agreement in any residences and/or any business in Bartlett:

- Employee name
- Social Security Number
- Photo ID of each employee performing work
- Illinois Plumber License number
- Vehicle License Plate numbers for all work vehicles
- Such other information and/or documentation required for the Village to perform criminal background checks regarding such individuals.

This information must be updated each time an employee is added or removed from the list of Contractor's Installers.

Unless the Contractor can make said warranty, Contractor shall be responsible for causing each employee, subcontractor and/or other person performing removal or installation Project Work hereunder to sign the Investigation Authorization and Release form, attached hereto as Exhibit E, and incorporated herein and furnishing said Release forms to the Village Police Department.

The Parties agree that in the event any criminal background check discloses a conviction of any of the Disqualifying Criminal Offenses listed on Exhibit F, and incorporated herein, then such employee, subcontractor employee, and/or other person shall be prohibited from performing any Project Work hereunder.

36. Workmanship. All work performed under this Agreement shall be performed by licensed plumbers and in a professional manner. All installers shall be properly trained for such work and must be familiar with home and business construction types.

37. Correction of Work after Final Payment. Neither the final payment and/or any other payment hereunder on this Agreement by the Village nor any provision in this Agreement or documents referenced herein, the Contract Documents shall relieve the Contractor of the responsibility in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the guarantee and/or warranty period of any Project Work performed under this Agreement nor of the responsibility of remedying such faulty workmanship and materials.

38. Termination of Contract. If or any reason Contractor fails to fulfill obligations under this Agreement, the Village may terminate this Agreement by giving written notice to Contractor of such termination and shall specify the effective date thereof at least ten (10) days before the effective date of such termination.

Termination of this Agreement pursuant to this paragraph may not relieve the Contractor of any liability to the Village for damages sustained by Village for any breach

of contract, and the Village may withhold any payments until such time as the exact amount of damages due Village is determined. In the event of breach or default hereunder by Contractor, the Village shall be entitled to all rights and remedies available at law and/or equity, and the Village shall be entitled to recover its reasonable attorney's fees incurred in enforcing this Agreement in the event the Village prevails in any such litigation.

39. Independent Contractor. The Contractor is an independent contractor, and neither it nor any employee of the Contractor, or any Subcontractor, or any employee of any Subcontractor, shall be deemed to be an employee of the Village.

40. FCC Regulations. Contractor represents and warrants that the Replacement Meters and Data Equipment and all ancillary equipment and materials thereto complies with current Federal Communications Commission (FCC) requirements. Contractor represents and warrants that an FCC license is not required for the Replacement Meters and Data Equipment. In the event an FCC license is required Contractor shall obtain same at its sole cost.

41. Warranty. Contractor shall provide the following express limited warranties for the Automated Water Meter Replacement Equipment components:

The express limited manufacturer warranties for:

	<u>Duration</u>
a. • Mach 10 Meter Body (5/8" – 1")	20 years
• Mach 10 Meter Body (1-1/2" – 2")	10 years
• Mach 10 Meter Body (3" – 12")	Lifetime
b. • Meter Register/Electronics (5/8" – 1")	20 years
• Meter Register/Electronics (1-1/2" – 2")	10 years
• Meter Register/Electronics (3" – 12")	10 years
c. • MIU	20 years
d. • Installation/Workmanship	1 year

42. The following Exhibits are attached hereto and expressly incorporated herein, as though fully set forth in the body of this Agreement:

- Exhibit A Water Meter Inventory
- Exhibit B-1 Neptune Mach 10 Ultrasonic Meter Specifications
- Exhibit B-2 Neptune Wall – PIT Meter Interface Unit Specifications
- Exhibit B-3 Neptune R900 System Gateway Fixed Network Data Collector Specifications

- Exhibit C Unit Prices for Installation and Water Meter Replacement Equipment
- Exhibit D-1 Neptune (5/8" to 1") Mach 10 Ultrasonic Meter Warranty
- Exhibit D-2 Neptune (1-1/2" to 2") Mach 10 Ultrasonic Meter Warranty
- Exhibit D-3 Neptune (3" to 12") Mach 10 Ultrasonic Meter Warranty
- Exhibit D-4 Neptune R900 Wall Pit Meter Interface Unit MIU Warranty
- Exhibit D-5 Neptune R900 Gateway Warranty
- Exhibit E Investigation Authorization and Release Form
- Exhibit F Disqualifying Criminal Offenses
- Exhibit G Prevailing Wages for Cook, DuPage and Kane Counties, dated January 2023

43. Miscellaneous.

- A. This Agreement supercedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors, and assigns of the parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties.
- B. This Agreement may be executed in any number of counterparts, and by the Village and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.
- C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.
- D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.
- E. In construing this Agreement, section headings shall be disregarded.
- F. Time is of the essence of this Agreement and every provision contained herein.
- G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

- H. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village, and/or any of its respective officials, officers, volunteers, employees and/or agents.
- I. The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto, each of whom was represented by separate counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any Party.
- J. Each of the undersigned signing as an officer or agent on behalf of the respective Party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

VILLAGE OF BARTLETT

WATER RESOURCES, INC.

By: _____
 Kevin Wallace
 Village President

By: _____
 Title: _____

Attest:

Attest:

 Lorna Giless, Village Clerk

 Title: _____

EXHIBIT A

WATER METER REPLACEMENT PROGRAM



Meter & MIU Inventory

Meter Size	Existing Quantity of Meters & MIUs	Existing Meters & MIUs Installed Since 2017 Not to be Replaced	Meters & MIUs to be Replaced
5/8 x 3/4	2781	68	2713
3/4	9907	84	9823
1"	870	147	723
1/1/2"	85	21	64
2"	94	20	74
3"	42	15	27
4"	16	6	10
6"	1	0	1
MIUs/Transmitter	13796	860	12936

Be Confident with Sustained Accuracy Over Time

Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state metrology with no degradation of accuracy over time. Combined with a corrosion-resistant, lead free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes $\frac{5}{8}$ ", $\frac{3}{4}$ ", and 1"
- Extended low-flow range for superior leak detection
- Accuracy sustained over meter life
- Can be installed in both horizontal and vertical applications
- Advanced ultrasonic technology
- Lead free, high-copper alloy maincase
- Certified to UL 327B ($\frac{3}{4}$ ", 1") for residential fire service applications
- No maintenance

Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

UL327B Certified

(Optional on ¾", 1")

Application

- Cold water measurement of flow in residential potable, combination potable and fire service, and reclaim/secondary water applications.

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

Options

Sizes

- ⅝", ⅝" x ¾"
- ¾", ¾" x 1"
- 1", 1" x 1¼"

Meter Options

- Potable water
- Reclaim water
- Residential fire service (combo or standalone meter service lines)

Warranty

- Neptune provides a limited warranty for performance, materials, and workmanship. See warranty statement for details.

System Compatibility

- Compatible with all Neptune endpoints. Also available as MACH 10®)R900i™ for an integrated radio solution and MACH 10®)TC for Sensus Touch Coupler compatibility.

Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA C715 Standard Type 1	Extended Low Flow @ 100% Accuracy (+/- 3%)
⅝"	0.10 to 25 U.S. gpm 0.02 to 5.68 m³/h	0.2 to 20 U.S. gpm 0.05 to 4.54 m³/h	0.05 U.S. gpm 0.01 m³/h
¾"	0.10 to 35 U.S. gpm 0.02 to 7.95 m³/h	0.5 to 30 U.S. gpm 0.11 to 6.81 m³/h	0.05 U.S. gpm 0.01 m³/h
1"	0.40 to 55 U.S. gpm 0.09 to 12.49 m³/h	0.75 to 50 U.S. gpm 0.17 to 11.35 m³/h	0.25 U.S. gpm 0.06 m³/h

Available Units of Measure

Consumption	Rate
Gallons	GPM
Cubic Feet	GPM
Cubic Metres	LPM
Cubic Meters (International)	LPM
Imperial Gallons	GPM
Acre-Feet*	GPM
Litres*	LPM
Kilolitres*	LPM

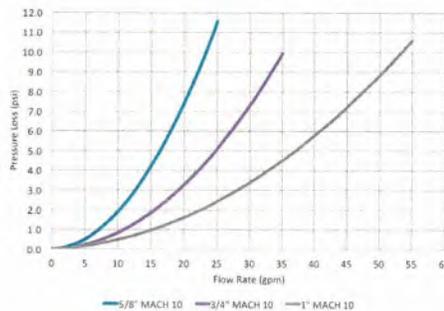
*Unit cannot be displayed on LCD

Dimensions

Meter Size	Length	Height	Threads (NPSM)
⅝"	7½"	3⅜"	¾" - 14"
⅝" x ¾"	7½"	3⅜"	1" - 11½"
¾"	9"	3⅜"	1" - 11½"
¾" SL	7½"	3⅜"	1" - 11½"
¾" x 1"	9"	3⅜"	1¼" - 11½"
1"	10¾"	3⅜"	1¼" - 11½"
1" x 1¼"	10¾"	3⅜"	1½" - 11½"

Pressure Loss

This chart shows typical meter performance. Individual results may vary.



Registration

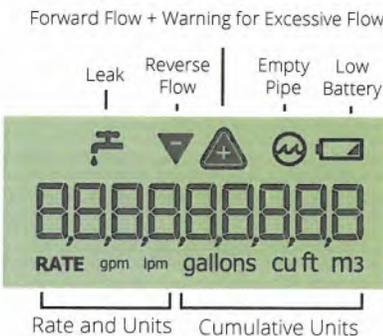
High Resolution (8-digit reading)	
0.1	U.S. Gallons
0.1	Imperial Gallons
0.01	Cubic Feet
0.001	Cubic Metres



Residential Fire Service Meter

LCD Display

9-digit display for extra resolution on manual reads.



Neptune Technology Group
1600 Alabama Highway 229
Tallahassee, AL 36078
800-633-8754 f 334-283-7293



A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900[®] Wall or Pit Meter Interface Unit (MIU)



Build Onto Your Existing Technology Investment

As part of Neptune's R900[®] System, the R900[®] meter interface unit (MIU) was designed for flexibility. Like its fellow system components, the R900 MIU works seamlessly with prior generations of equipment. At the same time, it allows your utility to incorporate innovations as you need. A single radio frequency unit that can transmit meter reading data using any reading method – mobile or fixed network – the R900 MIU never has to be reprogrammed. That makes migrating to new technologies simple whenever your utility is ready to implement them. When it's time to add new features or functionality, you can do it at your own pace, confident of continual system support without stranded assets.

Conserve Resources, Simplify Operations

With the pressures your utility faces, Neptune[®] knows you don't have time, personnel, water, or revenue to waste. That's why we designed the R900 MIU and the rest of the system for ease of use. In addition, the R900 MIU's interleaved, high-power, 1 Watt fixed network message reduces infrastructure costs while allowing reading in any mode – without separate reading systems, site visits, or any type of MIU reconfiguration. The R900 MIU provides fixed network transmission capability at all times, while it also transmits readings for walk-by or mobile methods. Making operations even easier, the user-friendly, intuitive R900 System design requires only minimal training, providing you flexibility to adapt to changes in your workforce and reallocate staff to different departments as needed.

Reduce Complaints, Delinquencies, And Write-Offs

Neptune's R900 MIU greatly improves access to meter readings, while delivering detailed consumption profile information as well as alerts for leak or backflow, helping your utility more proactively identify and resolve customers' questions. This accurate, timely data can be used to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

Because detailed data logging information from the last 96 days is always available, just waiting to be transmitted by the R900 MIU when needed, personnel can take care of a customer's issue then and there, in a single site visit. Not only can the data boost efficiency and customer service, but it will also help your utility make better-informed decisions going forward.

KEY BENEFITS

Facilitates Migration to AMI

- 1 Watt fixed network message reduces infrastructure costs
- Interleaved mobile and fixed network messages facilitate migration without changing the "modes" in the MIU

Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

Simplifies Installation Process

- Easy to install/no programming required
- Reduces labor cost

Technical Specifications

Electrical Specifications

- MIU power: Lithium battery with capacitor

Transmitter Specifications

- Two-way MIU
- Transmit period (interleaved mobile and fixed network messages):
 - Standard mobile message every 14 seconds at 100 mW
 - Standard fixed network message every 7½ minutes at 1 Watt
- FCC verification: Part 15.247
 - Transmitter channels: 50; frequency-hopping, spread-spectrum
 - Channel frequency: 910 to 920 MHz
- Encoder register reading interval:
 - Every 15 minutes
- Data logging interval:
 - 96 days of hourly data

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity: 100% condensing

Antennas

- Wall MIU: standard internal antenna
- Pit MIU: standard through-the-lid antenna
 - 18" Coax
 - 6' Coax
 - 20' Coax

Encoded Register Compatibility

- Neptune ARB® V, ProRead™, ProCoder™, and E-CODER®
- Sensus ECR II, ICE, iPerl, Electronic Register and OMNI
- Hersey/Mueller Translator
- Badger ADE and HR E|LCD
- Elster/AMCO InVision (Sensus protocol version)

Options

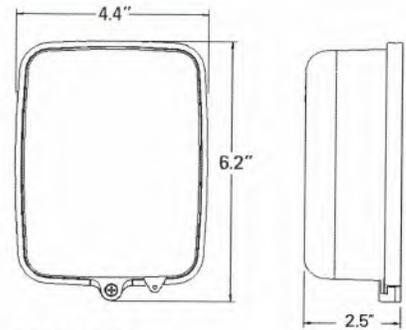
System Compatibility

- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

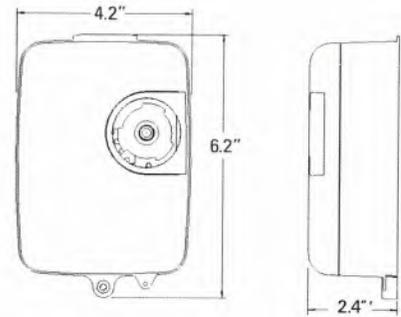
Warranty

20 years (10/10); refer to specific Warranty Statement

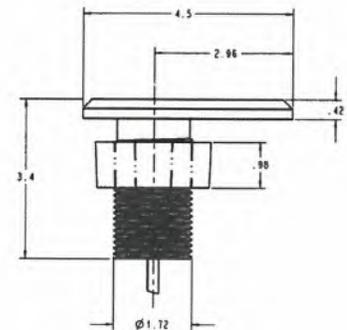
Dimensions



R900 Wall MIU



R900 Pit MIU



R900 Pit Antenna



#winyourday
neptunetg.com

Neptune Technology Group
1600 Alabama Highway 229
Tallahassee, AL 36078
800-633-8754 f 334-283-7293

Migrate and Automate with Confidence

Neptune® R900® System: Gateway Fixed Network Data Collector



Identify and resolve water-related issues quickly and easily with metering consumption data forwarded from R900® System endpoints. Receive alerts such as leak, reverse flow, and days of no flow to improve operations and customer support. The gateway's radio technology processes multiple meter readings simultaneously to optimize your fixed network with high throughput reading performance.

Get the most value from existing endpoint investments with a gateway that easily integrates into the R900® System. Migrate at your own pace from a walk-by or mobile Automatic Meter Reading (AMR) system to an Advanced Metering Infrastructure (AMI) without the need for special reprogramming of endpoints. Designed for quick installation, ease of use, and flexibility, the gateway collects your data so that you can identify Non-Revenue Water and optimize efficiency.

- Migrate to AMI at your own pace and without reprogramming of endpoints
- Add on-demand read capability
- Maintain compatibility with existing deployed endpoints

Specifications

Receiver

- 910-920 MHz
- 50 channels
- Processes 8 readings simultaneously
- Processes 360 readings per second
- Capable of handling up to 25,000 R900s

Installation Options

- Rooftop
- Pole (2" – 16" diameter)
- Wall
- Water towers

Power Supplies

- 100-140 VAC
- 160W Solar
- 220W Solar

Battery Backup

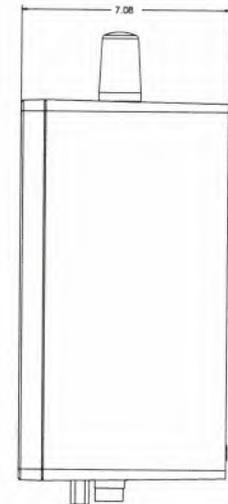
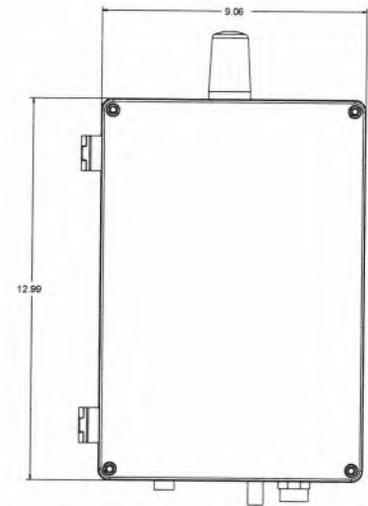
- AC version – UPS provides 8 hours battery backup
- Solar version – 3-day backup battery

Backhaul Options

- Multi-carrier cellular modem
 - LTE Cat 3 Dual & Quad
 - EVDO/CDMA 1x
 - UMTS/HSPA
 - EDGE/GPRS
- Ethernet RJ-45
- Private LAN compatibility via Ethernet connection

Environmental

- NEMA 4X enclosure
- Operating temperature: -22°F to +140°F (-30°C to +60°C)
- Storage temperature: -40°F to +158°F (-40°C to +85°C)
- 0-95% non-condensing humidity



Neptune Technology Group
1600 Alabama Highway 229
Tallahassee, AL 36078
800-633-8754 f 334-283-7293



EXHIBIT C

Unit Prices for Installation & Water Meter Replacement Equipment

Meter Size	Neptune Meter Unit Price	Installation Unit Cost	TOTAL Meter & Installation Cost
5/8 x 3/4	\$ 186.88	\$ 143.00	\$ 329.88
3/4	\$ 198.40	\$ 143.00	\$ 341.40
1"	\$ 282.24	\$ 143.00	\$ 425.24
1/1/2"	\$ 640.00	\$ 204.00	\$ 844.00
2"	\$ 780.80	\$ 245.00	\$ 1,025.80
3"	\$ 2,438.69	\$ 383.00	\$ 2,821.69
4"	\$ 3,134.85	\$ 490.00	\$ 3,624.85
6"	\$ 5,342.50	\$ 653.00	\$ 5,995.50
Transmitter	\$ 83.20	Included in Installation	\$83.20
R900 Gateway Data Collector	\$ 11,000.00	\$ 8,000.00	\$ 19,000.00
Neptune AMI Subscription	\$ 21,797.68	Year 1	
	\$ 26,350.36	Year 2	
	\$ 31,041.00	Year 3	



A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

5/8" to 2" MACH 10® Ultrasonic Meter

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune® MACH 10® water meter ("MACH 10"), Neptune Technology Group Inc. ("Neptune") warrants that for meters sold on or after August 1, 2021, for potable water or combined potable water and residential fire service applications, the MACH 10 meter will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment"), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components, dependent upon the size of meter:

a) Lead Free Bronze Maincase

i) 5/8" – 1" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for twenty (20) years from the Date of Shipment.

ii) 1½" – 2" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for ten (10) years from the Date of Shipment.

b) Electronics (Battery, PCB, Transducers, LCD)

i) 5/8" – 1" MACH 10

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of twenty (20) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first ten (10) years and at a discount of the then-current list price during the following ten (10) years per the schedule at the right. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

ii) 1½" – 2" MACH 10

Neptune warrants the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge during the ten (10) year Warranty Period. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

Year of Failure	MACH 10® Replacement Price Discount*
1-10	Full replacement 100%
11	70%
12	70%
13	60%
14	60%
15	50%
16	45%
17	40%
18	35%
19	30%
20	25%

*Replacement price discount percentages will be applied towards the then-current list price in effect for the year product is accepted by Neptune under warranty conditions. Replacement MACH 10 electronics are warranted for one (1) year after date of shipment or balance of original MACH 10 warranty, whichever is greater.



With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the "Warranty Period" with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

2. MACH 10 METER ACCURACY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period), Neptune makes the following warranties with respect to meter accuracy, dependent upon the size of meter:

i) 5/8" – 1" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of $\pm 1.5\%$ for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of $\pm 3\%$ for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment.

ii) 1 1/2" – 2" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of $\pm 1.5\%$ for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from date of shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of $\pm 3\%$ for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment.

3. WARRANTY RETURNS

If a Neptune MACH 10 meter fails an accuracy test during an applicable Warranty Period, it may be returned to Neptune for evaluation. Any MACH 10 meter proved to the satisfaction of Neptune to have failed the warranties set forth in this Certificate of Warranty will, at the option of Neptune, be repaired or replaced at no cost to the customer. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under this performance warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the warranties set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the original MACH 10 meter warranty, whichever is greater.

4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its costs of replacement and repair of the



non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

3” to 12” MACH 10® Ultrasonic Meter

1. TERMS OF LIMITED WARRANTY

With respect to its Commercial and Industrial Neptune® MACH 10® water meter (“MACH 10”), Neptune Technology Group Inc. (“Neptune”) warrants that MACH 10 meters sold on or after August 1, 2021, for potable water or combined potable water and fire service applications, will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as “the Date of Shipment”), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components.

a) Lead Free Bronze Maincase

Neptune warrants at the Date of Shipment that the lead free, high copper bronze maincase of the MACH 10 will be free from manufacturing defects in workmanship and material for the life of the meter.

b) Electronics (Battery, PCB, Transducers, LCD)

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first five (5) years and at a discount of the then-current list price, during the following five (5) years per the schedule to the right. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the “Warranty Period” with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

2. MACH 10 METER ACCURACY WARRANTY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period detailed above), Neptune makes the following warranties with respect to meter accuracy:

Neptune MACH 10 meters are warranted to meet or exceed new meter accuracy per AWWA specifications of $\pm 1.5\%$ for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of $\pm 3\%$ for the published ranges set forth in Neptune’s current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment (that period being the “Accuracy Warranty Period”).

Year of Failure	MACH 10® Replacement Price Discount*
1-5	Full replacement 100%
6	70%
7	60%
8	45%
9	35%
10	25%

* Replacement price discount percentages will be applied towards the then-current list price in effect for the year product is accepted by Neptune under warranty conditions. Replacement MACH 10 electronics are warranted for one (1) year after date of shipment or balance of original MACH 10 warranty, whichever is greater.

3. WARRANTY RETURNS

If a Neptune MACH 10 meter fails an accuracy test during the Accuracy Warranty Period, it may be returned to Neptune for evaluation. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under the accuracy warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the accuracy warranty set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the applicable original MACH 10 meter warranty (maincase, electronics, or accuracy), whichever is greater.

4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

R900® Endpoint

1. WARRANTY EFFECTIVE DATE

This warranty will be effective for any R900® endpoint that is shipped on or since August 1, 2021.

2. R900 ENDPOINT

Neptune Technology Group Inc. warrants that the R900 endpoint (which includes a Neptune-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the “Date of Shipment” (such period being the “Warranty Period”). Neptune shall not be responsible for any defects in the endpoint (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing endpoint free of charge for the first ten (10) years and at discount off of the then-current list price during the remaining ten (10) years according to the discount schedule at the right.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to the R900 Installation and Maintenance Guide). This warranty does not apply to any endpoint that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the R900 endpoint’s ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE ENDPOINT IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE ENDPOINT. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE ENDPOINT ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN ENDPOINT AFTER THIS POINT ARE BUYER’S RESPONSIBILITY. NEPTUNE’S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE ENDPOINT. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

Year of Failure	R900® Endpoint Replacement Price Discount*
1-10	Full replacement: 100%
11	70%
12	70%
13	60%
14	60%
15	50%
16	45%
17	40%
18	35%
19	30%
20	25%

* Replacement price discount percentages will be applied towards the then-current list price in effect for the year product is accepted by Neptune under warranty conditions. Replacement endpoints are warranted for one (1) year after date of shipment or balance of original endpoint warranty, whichever is greater.



A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

R900® Gateway

WARRANTY

The warranty on the R900 Gateway data collector system components is 12 months from shipment date. Warranty services provided during warranty period are:

- For a unit defective in materials or workmanship, free repair (including parts and labor), or at Neptune's discretion, replacement of the defective unit.
- Return shipment of repaired product via pre-paid ground service.
- Toll-free assistance at Customer Support 1-800-647-4832.
- These services are purchaser's exclusive remedy for warranty issues.
- Repair turnaround time of 10 working days, excluding transit time.

NOT INCLUDED IN THE WARRANTY

- Accessories and peripherals including battery, cables, USB thumb drives, UPS or other back up power supplies, antennas, etc.
- Equipment damaged by abuse or negligence, or environmental damage as a fault of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units

EXTENDED MAINTENANCE ENTITLEMENT

Maintenance entitlement is available from your authorized Neptune Sales representative. Maintenance entitlement during the extended period include:

- Free repair of unit, including parts and labor.
- Return shipment of repaired product is pre-paid ground service.
- Free inspection and preventative maintenance.
- Repair turnaround time of 10 working days, excluding transit time.
- Toll-free assistance at Customer Support 1-800-647-4832.

NOT INCLUDED IN EXTENDED MAINTENANCE ENTITLEMENT

- Accessories and peripherals including battery, cables, USB thumb drives, UPS or other back up power supplies, antennas, etc.
- Equipment damaged by abuse or negligence or environmental damage as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune disclaims any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose





REPAIR NOTES

A Return Material Authorization (RMA) number MUST accompany all incoming repairs. This RMA number may be obtained by contacting Customer Support at support@neptuneig.com or 1-800-647-4832.

- Customer pays all incoming shipment charges.
- All outgoing repairs are shipped ground service.
- Requested Priority Overnight return shipment is paid by the customer.
- Repair warranty is 90 days from shipment date.
- Warranty and maintenance contract repair turnaround time of 10 working days, excluding transit time.
- Non-warranty and non-maintenance contract repair turnaround time of 20 working days, excluding transit time.

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.





Agenda Item Executive Summary

Item Name JayDev Brew Inc. Committee
 Class Q Liquor License Request 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 JayDev Brew Inc., doing business as MORE Brewing.

More Brewing is applying for a Class Q Liquor License which Q allows for the operation of a brew pub and offer for sale at retail, beer manufactured by the licensee for consumption on premises, in sealed packages for off-premises consumption, provide on premises tastings of beer without charge, provided no more than six (6) fluid ounces of beer may be given without charge to any person per day and sell at retail, beer and other alcoholic liquors not 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.

This item can be approved pending proper occupancy.

ATTACHMENTS (PLEASE LIST)

Staff Memo Dated 02/13/2023
Class Q Liquor License Application
Certificate of Good Standing
Bond/Insurance
Lease
Basset Training Certificate
Liquor Manager Application
Letter from Police Department

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class Q Liquor License application submitted by JayDev Brew Inc. pending approved occupancy.

Staff: Samuel Hughes Date: 02/13/2023
 Senior Management Analyst

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: 02/10/2023
Re: Class Q Liquor License Request- JayDev Brew, Inc.

Attached for your consideration is a Liquor License application submitted by JayDev Brew Inc. DBA: MORE Brewing 121 Railroad Ave.

The owners are requesting a Class Q License. The Class Q allows for the operation of a brew pub and offer for sale at retail, beer manufactured by the licensee for consumption on premises, in sealed packages for off-premises consumption, provide on premises tastings of beer without charge, provided no more than six (6) fluid ounces of beer may be given without charge to any person per day and sell at retail, beer and other alcoholic liquors not 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.

This item can be approved pending proper occupancy.

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 Q Liquor License application submitted by JayDev Brew, Inc. pending approved occupancy.



LQ-23-3

Liquor License

Status: Active

Date Created: Feb 1, 2023

Applicant

Timothy Hoerman
email@timhoerman.lawyer

[REDACTED]
Westmont, IL 60559
[REDACTED]

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)

More Brewing Company

Entity Type

Corporation

Corporation or LLC Name

JayDev Brew, Inc.

Corporation Registered Agent

ADVANCED CORPORATE AGENT SERVICES INC., 30 N. LaSalle Street, Suite 1510.
Chicago, IL 60602

Date Corporate Charter was issued

10/12/2015

List the total number of issued shares of common stock of the corporation

1,000

Business Phone Number

(630) 501-1519

Primary Business Email Address

sunny@morebrewing.com

Federal Employer Identification Number

6100
[Redacted]

Retailer Occupational/Sales Tax Number

[Redacted]

Nature of Business

BrewPub

Number of Employees

120

Certificate of Good Standing

pdf

JayDev Brew Certificate of Good Standing.pdf
Uploaded by Timothy Hoerman on Feb 1, 2023 at 11:13 am

Articles of Incorporation

pdf

Jaydev Articles of Incorp.pdf
Uploaded by Timothy Hoerman on Feb 1, 2023 at 11:13 am

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.

Corporate Officers

Name

Sachin Patel

Residential Address

[Redacted]

Corporate Role

Officer

Birth date

[Redacted]

Percentage of total stock held

100

Additional Business Information

Copy of Deed or Lease

pdf

Copy of County Health Permit

pdf

Signed More Dusty JayDev Lease Bartlett-1.pdf
Uploaded by Timothy Hoerman on Feb 1, 2023 at 11:15
am

PENDING.pdf
Uploaded by Timothy Hoerman on Feb 1, 2023 at 11:23
am

Other Locations

126 Villa Avenue, Villa Park, IL 60181; 13980 Automall Drive, Huntely, IL 60142

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

Descriptions of the various liquor license types
can be found at Barlett Municipal Code -
Chapter 3
(https://codelibrary.amlegal.com/codes/bartlett/il/latest/bartlett_il/0-0-0-1583). If you have additional questions, call
630-837-0800.

Type of Liquor License Requested

Class Q

Does applicant seek a liquor license on the premises as a restaurant?

No

If you will be operating as a restaurant, are the
premises:

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?

Yes

If so, at what location?

121 W. Railroad Avenue, Bartlett, IL 60103 and other locations

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?

No

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

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

Name of Liquor Manager

Sachin Patel

Home address:



Position held by the Liquor Manager in the business

President

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:

01/31/2023

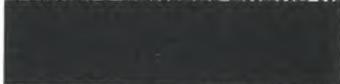
Emergency Contacts

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

Sachin Patel

Primary contact phone number



Secondary contact phone number



Secondary contact

Ross Davis

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

Sachin Kumar Kanubhai Patel

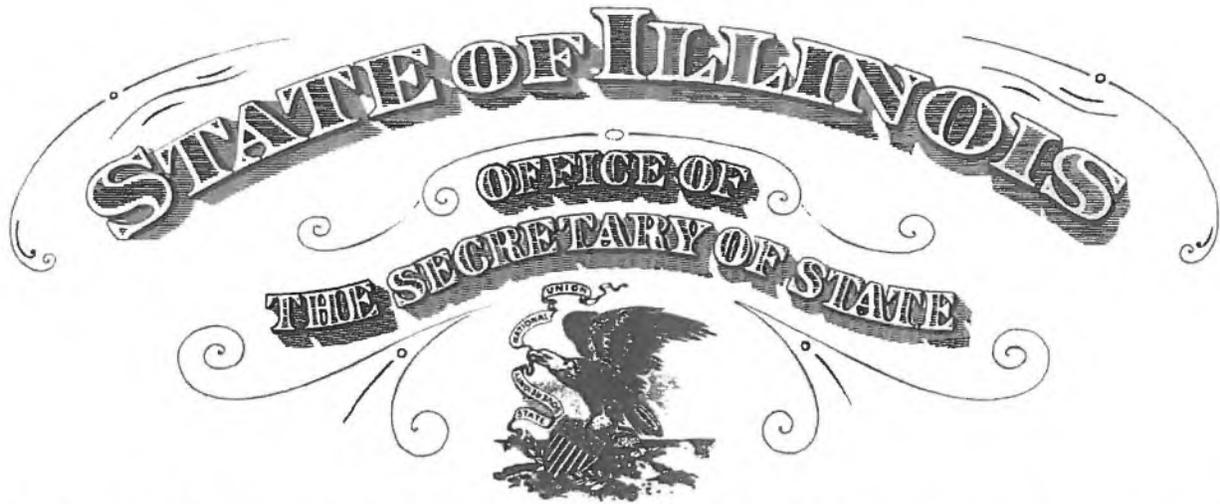
02/01/2023

I hereby certify that as the applicant, I
am the owner of the business.

Staff Use Only

File Number

7038-256-3



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, 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

JAYDEV BREW INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 12, 2015, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 1ST day of FEBRUARY A.D. 2023 .

Authentication #: 2303202088 verifiable until 02/01/2024

Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis

SECRETARY OF STATE

FORM **BCA 2.10**
ARTICLES OF INCORPORATION
 Business Corporation Act

Filing Fee: \$150
 Franchise Tax: \$ 25
Total: \$175

File #: 70382563

Approved By: JXR

FILED
OCT 12 2015
Jesse White
Secretary of State

1. Corporate Name: JAYDEV BREW INC.,

2. Initial Registered Agent: SACHIN PATEL
First Name Middle Initial Last Name

Initial Registered Office: 126 S VILLA AVE
Number Street Suite No.
VILLA PARK IL 60181-2653 DU PAGE
City ZIP Code County

3. Purposes for which the Corporation is Organized:
 The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000	1000	\$ 1000

NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated OCTOBER 12, 2015 126 S VILLA AVE
Month & Day Year Street
SACHIN PATEL VILLA PARK IL 60181
Name City/Town State ZIP Code

COMMERCIAL LEASE

THIS LEASE is made as of this 1st day of January, 2023 by and between More Dusty, LLC (the "Landlord") and JayDev Brew, Inc. (the "Tenant").

WHEREAS, Landlord is the owner of certain improved property which Landlord desires to lease; and

WHEREAS, Tenant desires to lease that certain improved property from Landlord on the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the foregoing premises, the rents, mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain real property and all improvements thereon situated in the Village of Bartlett, Cook County, Illinois, and more commonly known as 121 Railroad Avenue, Bartlett, Illinois 60103. The property is more fully described on the attached Exhibit A (legal description) (the "Property").

2. Term. The term of this Lease shall be for ten (10) years beginning on January, 2023, and ending at midnight on December 31, 2032.

3. Rent. During the term of this Lease, Tenant agrees to pay rent to Landlord on or before the first day of each month, in advance, without demand, to and at the address of Landlord as set forth herein. The rent payable by Tenant under this Lease is limited to and calculated as follows:

- a. Monthly rental amount of [REDACTED] plus
- b. Real estate and rental taxes, association fees/dues, utilities, insurance and reasonable repair/replacement reserves unless Tenant, in accordance with Paragraph 4 of this Lease, is paying any or all of such items directly.

Rent for any period during the term of this Lease that is for less than one (1) month shall be a pro rata portion of the monthly installment of rent. If Tenant fails to pay any installment of rent by the tenth (10th) day of the month in which such installment is due, a late charge of Fifty Dollars (\$50.00) shall accrue and be due and payable for such late payment.

4. Taxes, Utilities, Insurance and Reserves. If checked below, Tenant (and not Landlord) shall pay the following items:

- a. Taxes and Governmental Assessments. Any and all real property taxes and other governmental assessments against the Project Property, whether or not such taxes and assessments increase during the term of this Lease;
- b. Utility and Janitorial Charges. Any and all utility charges, including gas, water, electricity, sewer and telephone, which may be levied, assessed or imposed upon the Project Property, and Tenant will provide janitorial services to the Project Property.
- c. Insurance. Tenant shall maintain, during the term of this Lease, adequate

hazard insurance policies (broad form coverage), including, without limitation, fire, arson, lightning and extended coverage, and coverage with respect to vandalism and malicious mischief and such other hazards as may be deemed appropriate by Landlord in its sole discretion, for the full replacement cost of the Project Property or, if not available, the maximum insurable value. Hazard insurance shall name Landlord as an insured. Each such hazard insurance policy shall contain provisions that: (1) the policy cannot be terminated or canceled by any party without a minimum of ten (10) days' written notice to Landlord, and (2) should loss be caused by or on behalf of Tenant, the insurer shall not be relieved of liability to pay Landlord unless said loss was caused by Landlord. If, as a result of Tenant's use or occupancy of any portion of the Project Property, Landlord is charged any increase in premiums on insurance separately carried by Landlord, Tenant shall promptly pay on demand the amount of such increase.

d. Repairs and Replacements. Any and all expenses of keeping the interior and exterior of the Project Property (including roof, exterior walls and structural foundations) in good repair, order, and condition, and Tenant shall deliver the Project Property to Landlord at the end of the term of this Lease in the same condition as at the start of this Lease, ordinary wear and tear excepted. Tenant acknowledges that the Project Property is in good order and repair unless Tenant has given notice otherwise to Landlord within ten (10) days of Tenant's taking possession of the Project Property.

Tenant shall also pay any and all personal property taxes that may be assessed upon Tenant's property located in the Project Property.

5. Tenant's Liability Insurance. Landlord shall not be liable for liability or damage claims for injury to persons or property from any cause whatsoever relating to the occupancy of the Project Property by Tenant, including those arising out of damages or losses occurring in parking lots and other areas adjacent to the Project Property. Tenant agrees to procure and maintain a comprehensive general liability policy or policies of insurance, at its own cost and expense, insuring Landlord and Tenant, from all claims, demands, or actions for, injury to, or death of any one person in an amount of not less than \$100,000.00, and for injury to, or death of more than one person in any one accident in an amount of not less than \$300,000.00, and for damage to property in an amount of not less than \$25,000.00, made by or on behalf of any person or entity arising from, relating to, or connected with the conduct and operation of any business in the Project Property. A copy of Tenant's insurance policy will be furnished to Landlord upon Landlord's request. Tenant will indemnify and save harmless Landlord from any and all liability, attorneys' fees, damages, expenses, costs of action, suits, claims, or judgments arising from injuries to person or property on the Project Property.

6. Tenant's Personal Property and Fixtures. All personal property and fixtures of the Tenant in the Project Property shall be at the sole risk of Tenant. Landlord shall not be liable for any accident or damage to property of Tenant resulting from the use of heating, cooling, electrical or plumbing apparatus. Landlord shall not, in any event, be liable for damage to Tenant's property resulting from water, steam or other causes. Tenant hereby expressly releases Landlord from any and all liability incurred or claimed by reason of damage to Tenant's personal property and fixtures.

7. Purpose. Tenant shall use and occupy the Project Property solely for use as a Brew Pub, and not for any other purpose than that stated in this Paragraph.

8. Tenant Alterations and Improvements. Tenant shall not make any alterations or improvements to the Project Property without the prior written consent of Landlord. Landlord shall have the right to approve any plans of Tenant for the design of the interior of the Project Property, which approval shall not be unreasonably withheld. Any additions, improvements, alterations, and/or installations made by Tenant, except movable office furniture, fixtures, machinery or equipment, shall

become and remain a part of the building and be and remain Landlord's property at Landlord's option. Tenant will save Landlord harmless from and against any and all expenses, liens, claims or damages to either property or person which may or might arise by reason of the making of any such addition, improvement, alteration, and/or installation.

9. Fixtures. Tenant, at Tenant's expense, may install any furniture, fixtures, machinery and/or equipment necessary to conduct Tenant's business, and the same, which is personal property, shall remain Tenant's property provided they be removed before the expiration of the term of this Lease. In the event any damage is done to the Project Property in said removal, Tenant will promptly reimburse Landlord for the cost of such repairs as are necessary to restore the Project Property to its original condition. Any furniture, fixtures, machinery and equipment not so removed before expiration of the term of this Lease or any extension thereof shall be deemed to have been abandoned by Tenant and shall become Landlord's property.

10. Use and Care of Project Property. Tenant will not use or permit any person to use the Project Property or any part thereof in violation of the laws of the United States of America, the State of Illinois, the ordinances or other regulations of any county or municipality in which the Project Property is situated, or any restrictions in the Deed or otherwise of record. Tenant will keep the Project Property and every part thereof in a clean and wholesome condition, and that Tenant will in all respects and at all times fully comply with all lawful health, fire and police regulations.

11. Default and Re-Entry.

a. If Tenant shall default in any term or condition to be performed by Tenant hereunder, and such default shall continue for thirty (30) days after notice thereof in writing by Landlord to Tenant, or (1) if proceedings in bankruptcy are instituted by or against Tenant, or (2) if a receiver or trustee is appointed for all or substantially all of Tenant's business or assets, or (3) if Tenant shall make an assignment for the benefit of its creditors, or (4) if Tenant shall vacate or abandon the Project Property; then, in such event, Landlord, at Landlord's option, may declare the term of this Lease ended and Tenant's right of possession shall thereupon cease and terminate, and Landlord shall be entitled to possession of the Project Property and may re-enter the Project Property or any part thereof, with or without process of law, any other notice to quit or of the intention of the Landlord to re-enter the Project Property being hereby expressly waived by Tenant, and Landlord may expel and remove Tenant and all persons occupying the Project Property under Tenant, using such force as may be necessary to do so, and may repossess and enjoy the Project Property, all without such re-entry and repossession working a forfeiture of the rents to be paid and the terms and conditions to be performed by Tenant during the full term of this Lease. If the default cannot with due diligence be cured within a period of thirty (30) days, and if Tenant, within the thirty (30) days after the giving of notice of default by Landlord to Tenant, commences and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure the default and does cure the default, then Landlord shall not have the right to declare the term of this Lease ended by reason of such default; provided, however, that such default shall only be considered cured if acted upon by Tenant with reasonable diligence within the thirty (30) days after the giving of notice of default even if the cure is not completed within such thirty (30) days, and provided further, that the curing of any default in such manner shall not be construed to limit or restrict the right of Landlord to declare the term of this Lease ended and to enforce all Landlord's rights and remedies hereunder for any other default not so cured.

b. The foregoing provisions for the termination of this Lease for any default by Tenant shall not operate to waive, exclude or suspend any other right or remedy of Landlord for breach of any of the terms or conditions of this Lease or for the recovery of rent or any advance by Landlord made thereon. In the event of termination of this Lease as aforesaid, Tenant agrees to indemnify and save Landlord harmless from any losses arising from such termination and re-entry in pursuance thereof. To

that end Tenant agrees to pay to Landlord after such termination and re-entry, at the end of each month of the term of this Lease, the difference between the net income actually received by Landlord from the Project Property during such month and the rent agreed to be paid by Tenant under this Lease during such month, together with the expenses of relating and altering the improvements on the Project Property, commissions and attorneys' fees.

12. Remedies.

a. No right or remedy in this Lease or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy, but the same shall be in addition to every other right or remedy given hereunder or hereafter existing at law or in equity or by statute, and every right and remedy given by this Lease to Landlord may be exercised from time to time and as often as occasion may arise or as may be deemed expedient by Landlord. No delay or omission of Landlord to exercise any right or remedy arising from any default shall impair any such right or remedy or shall be construed to be a waiver of any default or an acquiescence therein.

b. No waiver by Landlord of any breach by Tenant of any of the terms or conditions of this Lease shall be construed, taken or held to be a waiver of any other breach or acquiescence in or consent to any further or succeeding breach of the same term or condition.

c. Neither the rights given in this Lease to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms and conditions of this Lease, or to prevent the breach or non-observance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising shall in any way affect or impair or toll the right or power of Landlord to declare the term of this Lease ended and to terminate this Lease as provided because of any default in or breach of any of the terms or conditions of this Lease by Tenant.

13. Surrender of Project Property. Whenever the term of this Lease shall be terminated, whether by lapse of time or forfeiture or in any other way, Tenant will at once surrender and deliver up the Project Property peaceably to Landlord in as good as condition as when Tenant took possession, ordinary wear and tear and any approved alterations and changes and any damage caused by perils covered by insurance, excepted. If Tenant shall hold over after any termination of this Lease, the same shall create no more than a month-to-month tenancy at the rent and on all the other applicable terms and conditions of this Lease.

14. Assignment and Subletting. This Lease shall not be directly or indirectly assigned (including by operation of law), nor any portion of the Project Property sublet, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any sale of assets not in the ordinary course of business by Tenant or any sale of twenty-five percent (25%) or more of the ownership interests in Tenant shall be considered an assignment. A consent by Landlord to any one assignment or sublease shall not be a consent to any subsequent assignment, sublease, or occupation of the Project Property by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant shall be void and shall terminate this Lease at the option of Landlord.

15. Subordination. This Lease is and shall be subordinate to any deed of trust, mortgage or trust indenture now or hereafter placed on the Project Property, including but not limited to the trust indenture securing the 504 Loan, and to all advances already made or that may be made hereafter on account of any such deed of trust, mortgage or trust indenture, to the full extent of the principal sums secured thereby and interest thereon. Furthermore, Tenant shall on request hereafter execute any document or documents that Landlord or any other owner of the Project Property may deem necessary to accomplish such subordination of Tenant's interest in this Lease, in default of which Landlord or such

owner is hereby appointed as Tenant's attorney-in-fact to act and to execute such document or documents in the name of Tenant as the act and deed of Tenant, and this authority is hereby declared to be coupled with an interest and irrevocable.

16. Condemnation. In the event of a taking of the whole or any part of the Project Property so as to render the Project Property economically unsuitable for the permitted use, either party shall have the right to terminate this Lease upon notice to the other party within thirty (30) days after receiving knowledge of the taking. Should either party elect to terminate this Lease, the term of this Lease shall cease as of the day the public authority assumes possession thereof; provided, however, that if such taking is for a temporary period not exceeding eighteen (18) months, neither party may terminate this Lease but all rent shall abate during such period. If, following a taking, this Lease shall continue in effect as to any portion of the Project Property, all rent shall be reduced by the proportion which the square footage of the Project Property taken bears to the initial square footage of the Project Property. All compensation awarded for any taking (including a temporary taking) shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or the fee of the Project Property, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation.

17. Casualty Damage and Destruction. If the Project Property shall be partially damaged by fire or other casualty and Tenant can reasonably carry on Tenant's business in the Project Property, then the Project Property shall be repaired or restored by Landlord, at Landlord's expense, due allowance being made for the time taken for the settlement of insurance claims and subject to Tenant having maintained any casualty insurance on the Project Property required to be maintained by Tenant. Until the repairs shall be made, the rent shall be reduced in proportion to that portion of the Project Property that is unusable, unless such damage was caused by the negligence of Tenant or an invitee of Tenant or if Tenant failed to maintain any required casualty insurance on the Project Property required to be maintained by Tenant. In the event of substantial destruction of the Project Property by fire or other casualty insured against as determined by Landlord in Landlord's discretion, Landlord shall have the option to restore the same promptly in accordance with the provisions hereof, or to cancel and terminate this Lease upon notice to Tenant at any time within thirty (30) days after the date of such destruction.

18. Notices or Demands. Any notice upon Landlord or Tenant required or permitted to be given under this Lease shall be in writing and shall be deemed to have been duly and sufficiently given if a copy thereof has been personally delivered or mailed by United States registered or certified mail, postage prepaid to Tenant at the address of the Project Property and to Landlord at 13980 Automall Dr., Huntley, Illinois 60142. Any notice required or permitted to be given under this Agreement shall be deemed effective upon receipt or failure to accept delivery. Notice of any change in address shall be given as set forth in this Paragraph.

19. Quiet Enjoyment. Landlord covenants that the Project Property is zoned for the use intended and that Landlord is well seized of and has good title to lease the Project Property, that Landlord will warrant and defend the title thereto, and that Landlord will indemnify Tenant against any damage and expense Tenant may suffer by reason of any restriction on or defect in title to or description of the Project Property.

20. Entry by Landlord. Tenant, upon reasonable notice, agrees to allow Landlord or Landlord's representatives at any reasonable hour to enter the Project Property for the purpose of inspecting the same or for making any repairs that they may deem necessary or desirable, and Tenant agrees upon reasonable notice to permit the Project Property to be shown to prospective purchasers or tenants at reasonable hours and Tenant agrees that the owner may place a "for sale" or "for rent" sign on the Project Property at any time ninety days (90) prior to the expiration of this Lease.

20. Attorneys' Fees. In the event of litigation between the parties arising out of this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in an amount to be affixed by the court and all costs incurred in connection with such litigation.

21. Miscellaneous. Time is of the essence in all provisions of this Lease. All the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of Landlord, Tenant, their heirs, executors, administrators, personal representatives, successors, trustees, receivers and assigns, as applicable, except as otherwise provided herein. The parties expressly agree that this Lease, and any issues concerning its execution, validity, performance and construction, shall be governed by the laws of the State of Illinois exclusive of Illinois choice of law provisions. No modification, waiver, extension or other change of this Lease shall be binding unless executed in writing by the party against whom enforcement of any such modification, waiver, extension or change is sought. The captions in this Lease are used for convenience only and are not to be used in interpreting or construing this Lease. In the event that a court of competent jurisdiction finds any term or provision of this Lease invalid, illegal or unenforceable as applied to any circumstance, the remaining provisions of this Lease, and the same term or provision as applied to other circumstances, shall be unimpaired and remain in full force and effect. This Lease contains the entire agreement between the parties with respect to the subject matter hereof and each party acknowledges that it did not, in entering into this Lease, rely upon any representation or promise made by or on behalf of the other except as expressly set forth in this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first herein above written.

LANDLORD:

DocuSigned by:
sachin patel
By: _____
Name: sachin patel
Title: Manager

TENANT:

DocuSigned by:
sachin patel
By: _____
Name: sachin patel
Title: President

BOND
(License or Permit - Continuous)

Bond No. BX0024737

KNOW ALL MEN BY THESE PRESENTS:

THAT WE JAYDEV BREW INC as
Principal, and Jet Insurance Company,
a corporation duly incorporated under the laws of the North Carolina and authorized to do
business in the State of Illinois, as Surety, are held and firmly bound unto
Village of Bartlett, as Obligee, in
the penal sum of Two Thousand (\$2,000.00) Dollars,
for the payment of which we hereby bind ourselves, our heirs, executors and administrators,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for
Liquor License.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the
Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or
regulations, pertaining to the license or permit issued, then this obligation shall be null and
void; otherwise to remain in full force and effect.

This bond shall become effective on 02/02/2023.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not
be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts
of the Principal at any time by giving thirty (30) days written notice of such termination to the
Obligee.

SIGNED, SEALED AND DATED this 02/02/2023.

JAYDEV BREW INC

By: _____ Principal

Jet Insurance Company

By: David Gonsalves Attorney-in-fact



JET INSURANCE COMPANY
POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **JET INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of North Carolina, having its principal office in Charlotte, North Carolina does hereby constitute and appoint

Name	Limit of Liability per Bond
David Gonsalves	\$2,000.00

its true and lawful Attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, provided that the liability of such shall not exceed the limit stated above.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **JET INSURANCE COMPANY** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of the following resolutions adopted by the Board of Directors of **JET INSURANCE COMPANY** by unanimous written consent dated August 24, 2022, of which the following is a true excerpt:

RESOLVED that the President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, attach the Seal of the Company thereto and deliver, bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted by unanimous written consent dated August 24, 2022, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution on behalf of the Company and delivery of any bond, undertaking, contract of indemnity, recognizance and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **JET INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 24th day of August, 2022.



JET INSURANCE COMPANY

Spencer Sllno, President

Richard Popp, Secretary

STATE OF SOUTH CAROLINA
County of Lancaster

On this 24th day of August, 2022 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of Jet Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Sara C. Holt
Notary Public, State of South Carolina
County of Lancaster
My Commission Expires 05/17/2023

IN WITNESS WHEREOF, I have hereunto set my hand at Jet Insurance Company offices the day and year above written.

Sara C. Holt
Notary Public, State of South Carolina
My Commission Expires May 17, 2023

I, Richard Popp, Secretary of **JET INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **JET INSURANCE COMPANY**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 2nd day of February, 2023



Richard Popp, Secretary

Certificate of Completion

ROSS DAVIS

Has diligently and with merit completed the

On-Premise BASSET Alcohol Certification

from the American Safety Council.

BASSET Student ID Number
24211974

GRADUATION DATE

1/27/2023


CEO, American Safety Council



Illinois BASSET Training

This card certifies that:

ROSS DAVIS

has completed the

On-Premise BASSET Alcohol Certification


CEO American Safety Council

2/26/2023

Exp. Date:

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT



JAYDEV BREW INC

DBA: MORE BREWING

126 S VILLA

VILLA PARK

181-26 3

Loc. Code: 022-0021-1-1-1

Villa Park

DuPage County

Expiration Date:

6/1/2023

Certificate of Registration

Sales and use taxes and fees

(4248-1376)



ILLINOIS REVENUE

Director



LM-29

Liquor Manager Application

Status: Active

Date Created: Feb 1, 2023

Applicant

Timothy Hoerman
email@timhoerman.lawyer

[REDACTED]
Westmont, IL 60559
[REDACTED]

Statement of Liquor Manager

Name of Business

JayDev Brew, Inc. d/b/a More Brewing Company

Business Address:

121 Railroad Avenue, Bartlett, IL 60103

Business Telephone Number

(630) 501-1519

Liquor Manager Name

Sachin ("Sunny") Kumar Kanubhai Patel

Home Address

[REDACTED]

Previous address

--

Home Telephone Number

[REDACTED]

Date of birth

Place of birth

India

Social Security Number

Drivers License Number

[REDACTED]

State issued by

Illinois

Have you been fingerprinted by the Bartlett Police Department for the purpose of this application?

Yes

If you have not been fingerprinted by the Bartlett PD, then you cannot submit your application. Please call 630-837-0846 to schedule printing.

Date fingerprinted?

01/31/2023

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?

President

Give name of person who appointed you in your present capacity

Sachin Patel

Date of appointment

10/12/2015

List employer(s) for past five year, including business name, address, manager's name, and position.

JayDev Brew, Inc., Self

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

Owner/Manager Ardmore Station Liquors, Owner of JayDev Brew, Inc. d/b/a More Brewing Company

How many hours per week will you be physically present at the premises to be licensed?

20

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.

Sachin Kumar Kanubhai Patel
02/01/2023

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.

Sachin Kumar Kanubhai Patel
02/01/2023

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 23-05

DATE: January 31, 2023
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:

Sachin K. Patel

Business: More Brewing (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



Agenda Item Executive Summary

Item Name Class A Liquor License Request- Bracht's Place Inc. 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 Brachts Place Inc. 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.

This license can be approved pending the close of the sale of the business and proper documentation being submitted to the village.

ATTACHMENTS (PLEASE LIST)

Staff Memo Dated 02/14/22
Class A Liquor License Application
Articles of Incorporation
Proof of Insurance
Surety Bond
Basset Training Certificate
Copy of the Lease
Memo from Police Department
Liquor manager application

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class A Liquor License application submitted by Bracht's Place Inc. pending proper documentation being submitted showing proof of the sale of the business.

Staff: Samuel Hughes Date: 02/14/2023
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- Bracht's Place Inc.

Attached for your consideration is a Liquor License application submitted by Bracht's Place Inc.

Bracht's place is being sold to a new owner, so a new liquor license needs to be applied for and granted. Previously Bracht's had been granted a Class A Ext. license which allows for extended hours up to 4:00am on Friday and Saturday. The license pending approval is a standard Class A which is what our traditional full-service bars/restaurants receive.

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.

This license can be approved pending the close of the sale of the business and proper documentation being submitted to the village.

Motion

I move to approve the Class A Liquor License application submitted by Bracht's Place Inc. pending proper documentation being submitted showing proof of the sale of the business.



LQ-22-62

Liquor License

Status: Active

Date Created: Dec 14, 2022

Applicant

Mehul Patel

[REDACTED]
[REDACTED]
Gilberts, IL 60136
[REDACTED]

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)

BRACHT'S PLACE

Entity Type

Corporation

Corporation or LLC Name

BRACHT'S PLACE INC

Corporation Registered Agent

BARBARA HUMBRACHT

Date Corporate Charter was issued

03/20/1990

List the total number of issued shares of common stock of the corporation

1,000

Business Phone Number

630 837 3550

Primary Business Email Address

shreerliquor@gmail.com

Federal Employer Identification Number

[Redacted]

Retailer Occupational/Sales Tax Number

[Redacted]

Nature of Business

BAR

Number of Employees

4

Floor Plan

Uploaded by ... on

Certificate of Good Standing

pdf

CGS 11.11.22.pdf

Uploaded by Mehul Patel on Nov 29, 2022 at 11:55 am

Articles of Incorporation

pdf

Bracht's Place AOI.pdf

Uploaded by Mehul Patel on Nov 29, 2022 at 11:55 am

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?

Yes

A separate video gaming license application must be submitted.

Corporate Officers

Name

Hiral Patel

Residential Address

[Redacted]

Corporate Role

Share Holder

Birth date

[Redacted]

Percentage of total stock held

50

Name

Mehul Patel

Residential Address

[Redacted]

Corporate Role

Director

Birth date

[Redacted]

Percentage of total stock held

50

Additional Business Information

Copy of Deed or Lease



Bracht's Place Lease.pdf

Uploaded by Mehul Patel on Nov 29, 2022 at 12:54 pm

Certificate of Registration



Certificate Of Reggistration.pdf

Uploaded by Mehul Patel on Dec 14, 2022 at 4:13 pm

Copy of County Health Permit



imagejpeg-0.JPG

Uploaded by Mehul Patel on Nov 29, 2022 at 1:25 pm

Other Locations

N/A

Previous Addresses

N/A

Has your business license ever been revoked?

No

Criminal History

Np

Municipal Violation History

No

Consumer Fraud Complaint

No

Specify the dollar value of goods, wares, and merchandise now on hand

45,000

Liquor License Application

Descriptions of the various liquor license types can be found at Barlett Municipal Code - Chapter 3

(https://codelibrary.amlegal.com/codes/bartlett/il/latest/bartlett_il/0-

Type of Liquor License Requested

Class A

0-0-1583). If you have additional questions, call
630-837-0800.

Does applicant seek a liquor license on the premises as a restaurant?

No

If you will be operating as a restaurant, are the
premises:

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?

No

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

Mehul Patel

Home address:

[REDACTED]

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

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

Date fingerprinted:

11/28/2022

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.

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

Erin

Primary contact phone number

[REDACTED]

Secondary contact

Wille

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

Mehul Patel

11/29/2022

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

have the owner's authorization to submit this application on their behalf.

Staff Use Only

Text for License - Name long

--

Type of Liquor License Issued

--

Business Center

--

Text for License - Restrictions

--



Office of the Secretary of State Jesse White
ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number



Entity Name

BRACHT'S PLACE INC.

Status

ACTIVE

Entity Information

Entity Type

CORPORATION

Type of Corp

DOMESTIC BCA

Incorporation Date (Domestic)

Tuesday, 20 March 1990

State

ILLINOIS

Duration Date

PERPETUAL

Agent Information

Name

BARBARA HUMBRACHT

Address

**363 PROSPECT AVE
BARTLETT , IL 60103**

Change Date

Monday, 28 February 2022

Annual Report

Filing Date

Monday, 28 February 2022

For Year

2022

Officers

President

Name & Address

BARBARA HUMBRACHT(TR/DI) 363 PROSPECT AVE, BARTLETT,IL 60103

Secretary

Name & Address

RICKY DODD 363 PROSPECT AVE, BARTLETT, IL 60103

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

BARTLETT HEALTH DEPARTMENT
Sanitary Inspection Report - Food Service Establishment

Type of Establishment: Restaurant Retail Dairy Store School Lunch Routine Recheck Manager Certification # 1111
 Tavern Temporary Food Stand Other Complaint License Name: _____
 Name of Establishment: THE BARTLETT PUB Address: 123 Main St
 Owner or Operator: J. Smith Phone: 555-1234

Based on an inspection this day, the items marked below identify the violation or facilities which must be corrected by the next routine inspection or such shorter period of time as may be specified in writing by the health authority. Failure to comply with this notice may result in immediate suspension of your permit. * indicates Critical Items Requiring Immediate Correction.

ITEM	X	WT.	DESCRIPTION	ITEM	X	WT.	DESCRIPTION	ITEM	X	WT.	DESCRIPTION
FOOD											
1		5	Source, Wholesome, No Spoilage	*20		3	Sanitization (hot, steam, temperature, concentration)	FLOORS, WALLS AND CEILING			
2		1	Original Container, Properly Labeled	21		1	Wiping cloths clean, use approved				
FOOD PROTECTION											
3		5	Potentially hazardous food marks, temperature requirements during storage, preparation, display, service and transportation	22		2	Food-contact surfaces of equipment clean, free of grease and dirt	37		1	Walls, ceiling, attached equipment constructed, good repair, clean, surface, surface cleaning methods
4		4	Facilities to maintain product temperature	23		1	Non-food contact surfaces of equipment and utensils clean	LIGHTING			
5		1	Thermometers provided and accurate	24		1	Storage, handling of clean equipment				
6		2	Preventably hazardous food properly treated	25		1	Single service articles, storage, dispensing	VENTILATION			
7		4	Unwrapped and potentially hazardous food not required	26		2	Hot rooms of single-service articles				
CROSS CONTAMINATION											
8		2	Food Protection during storage, preparation, display, service and transportation	WATER				DRESSING ROOMS			
9		2	Handling of food (not intended methods)	*27		5	Water source, safe, hot and cold under pressure				
10		1	Food (not dispensing utensils) properly stored	*28		4	Seepage and waste water disposal	OTHER OPERATIONS			
11		8	Personnel with infections restricted	29		1	Insulated, maintained				
12		8	Hand washing and clean, good hygienic practices	*30		5	Cross-connection, back siphonage back flow	42		1	Particals, maintained, free of dirt, unnecessary articles, cleaning maintenance equipment properly stored, authorized personnel
13		1	Clean, dry, well-maintained	TOILET AND HAND-WASHING FACILITIES				43		1	Complete separation from sleeping quarters, laundry
FOOD EQUIPMENT AND UTENSILS											
14		7	Food (not contact surfaces) designed, constructed, maintained, installed, located	*31		4	Number, convenient, accessible, designed, installed	44		1	Clean, dried linen properly stored
15		1	Non-food contact surfaces: designed, constructed, maintained, installed, located	32		2	Door opening, closed, self-closing doors, frames good repair, clean	45			Management Personnel Certified Yes No
16		2	Drainage facilities: designed, constructed, maintained, installed, located, operated	GARBAGE AND REFUSE DISPOSAL				46			Fire Extinguishers Tagged & Charged Yes No
17		1	Accurate Thermometers, annual test has provided, gauge check	33		2	Containers or receptacles covered, adequate number, insect/rodent proof, accuracy, clean	47			Exit Lights Provided Yes No
18		1	Pre-flashed, covered, cooled	34		1	Ducts or storage area enclosures properly constructed, clean, vermin proof, insulation	48			No Smoking Section in Dining Room provided Yes No
19		2	Wash, rinse water, clean, proper temperature	*35		4	Presence of insects/rodents, outer openings protected, no birds, turfs, other animals	49			Emergency Lights Operative Yes No

Temperatures: Hot Water Sanitizing _____ Hot Foods _____ Cold Foods _____ Freezers _____

Item	Remarks and Recommendations For Corrections	Corrected By
20	Hand sanitizer used before touching of the plates to eliminate risk.	J. Smith

Report and Instructions Received By: J. Smith
 Date: 3/15/14 Time: _____ A.M. _____ P.M. Sanitation Score: _____ (100 Means Perfect)



P.O. BOX 3967 PEORIA, IL 61612-3967
 P: (800)645-2402 E: asksurety@rlicorp.com
 RLISURETY.COM

LICENSE AND PERMIT BOND

Bond No. LSM1655071

KNOW ALL MEN BY THESE PRESENTS:

That we, Bracht's Place Inc
363 S Prospect Ave
Bartlett, IL 60103

as Principal, and the RLI Insurance Company, a corporation duly licensed to do business in the state of Illinois, as Surety, are held and firmly bound unto the Village of Bartlett, State of Illinois, Obligee, in the penal sum of Two Thousand and 00/100 (\$ 2,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been licensed as a(n) Liquor (Bar) Shop by the Obligee.

NOW, THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect for a period commencing on the 29th day of November, 2022, and ending on the 1st day of December, 2023.

This bond may be terminated at any time by the Surety upon sending written notice to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, addressed to them at their first known address, and at the expiration of thirty (30) days from the mailing of said notice, or as soon thereafter as permitted by applicable law, whichever is later, this bond shall terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 29th day of November, 2022.

 Principal
 (Individual, Partner or Corporate Officer)



RLI Insurance Company

By B.W.D.
 Barton W. Davis Vice President

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1655071

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as it's true and lawful Agent and Vice President with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, for the following described bond.

Principal: Bracht's Place Inc

Obligee: Village of Bartlett

(Valid only when a County, City, Town or Village is named as Obligee)

Type Bond: Liquor (Bar) Shop

Bond Amount: \$ 2,000.00

Effective Date: November 29, 2022

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 29th day of November, 2022.

State of Illinois
County of Peoria

} SS



RLI Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

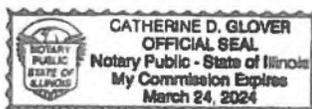
CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 29th day of November, 2022.

RLI Insurance Company

By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary

By: Catherine D. Glover
Catherine D. Glover Notary Public





P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rlicorp.com
RLISURETY.COM

Illinois Disclosure Notice

Bond No. LSM1655071

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
TOLL-FREE (800)645-2402
(309)692-1000

In the unlikely event you are unable to resolve any complaints with the company, you may contact the

Illinois Department of Insurance
Consumer Division
320 W. Washington Street
Springfield, IL 62767
(866)445-5364 Toll-Free

This Notice is for information only and does not become a part of or a condition of your policy.

BASSET Card



HIRAL PATEL
211 RESTON LN
GILBERTS IL 60136

December 2022



Letter ID: L1038314888

License No.: 5A-0105312
Expiration Date: 11/30/2025
License Type: Basset Card

Your "Student ID number" is: 12836518

Your "Trainer's ID number" is: 5A-0105312

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at LCC.illinois.gov
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

ILLINOIS LIQUOR CONTROL COMMISSION
50 W. Washington Street, Suite 209 - Chicago, IL 60601
BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING (BASSET) CARD
Date of Certification: 11/30/2022 Expires: 11/30/2025
Trainer's IL Liquor License Number: 5A-0105312
HIRAL PATEL
[REDACTED]
GILBERTS IL 60136

****Card is not transferrable****

BASSET Card



December 5, 2017



Letter ID L1440968072

License No : 5A-0105312
Expiration Date: 11/30/2025
License Type: Basset Card

MEHUL PATEL
2111 RESTON LN
GILBERTS IL 60136

Your "Student ID number" is: 12836475

Your "Trainer's ID number" is: 5A-0105312

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at ILCC.illinois.gov
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

ILLINOIS LIQUOR CONTROL COMMISSION
50 W. Washington Street, Suite 209 - Chicago, IL 60601
BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING (BASSET) CARD
Date of Certification: 11/30/2022 Expires: 11/30/2025
Trainer's IL Liquor License Number: 5A-0105312
MEHUL PATEL
GILBERTS IL 60136

****Card is not transferrable****

ASSIGNMENT, AMENDMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT, AMENDMENT AND ASSUMPTION OF LEASE (the "Assignment"), made as of this 12 day of December 2022 and made effective as of the Effective Date (as defined herein), by and among **Atwal, L.L.C.**, ("Landlord"), **Bracht's Place, Inc.**, ("Assignor"), and **Bracht's Place, Inc.**, ("Assignee").

RECITALS

WHEREAS, Assignor is the current Tenant and Landlord is the Landlord, under that certain Lease Agreement dated March 15th, 2017 (the "Lease"), pursuant to which Assignor leases commercial space located at 355 – 365 S Prospect Avenue, Bartlett, Illinois (as such space is more particularly defined in the Lease, the "Premises") from Landlord; and

WHEREAS, Assignee intends to purchase the assets in connection with Assignor's business commonly known as **BRACHT'S PLACE** located at the Premises (the "Transaction");

WHEREAS, in order to consummate the closing of the Transaction, Assignor shall assign, and Assignee shall assume, all right, title and interest as tenant in, to, and under the Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** Unless otherwise expressly defined herein, all capitalized terms used herein shall have the respective meanings ascribed to such term in the Lease.
2. **Recitals.** The foregoing recitals are hereby incorporated within this Assignment by this reference as if fully set forth herein.
3. **Effective Date.** The "Effective Date" of this Assignment shall be the date of the closing of the Transaction. If the Transaction does not close, this Assignment shall be null and void without the need for further action by the parties.
4. **Assignment and Assumption.** Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to and under the Lease including any security deposits and prepaid rent made by Assignor under the Lease. Assignee assumes the performance of and agrees to be bound by all the obligations of Assignor as tenant under the Lease arising on and after the Effective

Date, including, without limitation, the obligation to pay monthly rent and other amounts provided for in the Lease, but specifically excluding any liabilities relating to any breach of the Lease prior to the Effective Date or in connection with the assignment of the Lease.

5. **Base Rent.** The tenant shall pay the gross rent as laid out in the Lease day March 15th, 2017 as extended herein.

6. **Rent Period.** The rent period shall be extended through May 31st, 2030.

7. **Option Term.** Provided Tenant is not then in default as defined in the Lease, Tenant shall have the right to exercise one (1) five (5) year option at the termination of the current rent period with no more than 180 days' written notice and no less than 90 days' written notice to the Landlord at the same yearly escalations as the current Term.

8. **Indemnity.** Assignee shall indemnify, defend and hold harmless Assignor, against and in respect of any and all damages resulting from, relating to, or arising out its obligations as tenant under the Lease from and after the Effective Date. Assignor shall indemnify, defend and hold harmless Assignee, against and in respect of any and all damages resulting from, relating to, or arising out its obligations as tenant under the Lease prior to the Effective Date.

9. **Representations and Warranties of Assignor.** Assignor hereby represents and warrants to Assignee and its successors and assigns that:

- a. A true, correct and complete list of all documents comprising the Lease is attached hereto as Exhibit A. The Lease has not been further amended or modified, changed, altered, or supplemented. The Lease, including all exhibits thereto, is the only Lease or agreement between Assignor and Landlord affecting or relating to the Premises. Assignor has a valid, existing, and continuing leasehold interest in the Premises.
- b. As of the Effective Date, Assignor has not assigned or encumbered its interest in the Lease or sublet all or any portion of the Premises, nor are there any outstanding unpaid liens or security interests in any Assignor personal property, fixtures or equipment located in the Premises.

- c. No default, or any event or condition which with the passing of time or giving notice, or both, would constitute a default on the part of Assignor, exists under the Lease.
- d. Landlord is currently holding a security deposit in the amount of \$6,000.00. It is acknowledged that the Assignor and Landlord reached an agreement that Landlord will retain the security deposit and Assignor and Assignee will account for the security deposit during their transition.
- e. Assignor hereby acknowledges that as of that date of this Assignment, Assignor has no claims arising under the Lease against the Landlord or its agents and knows of no failure on Landlord's or its agents' part to keep or perform any covenant, condition or undertaking to be kept or performed by such party under the Lease.

7. **Successors.** This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and assigns.

8. **Governing Laws.** This Assignment shall be governed by and interpreted in accordance with the laws of the State of Illinois.

9. **Counterparts.** This Assignment may be executed in counterparts and, taken together; such counterparts shall constitute one and the same instrument, valid and binding on the parties. Signature via facsimile or similar electronic reproduction shall be deemed and original for the purposes of this Assignment.

10. **Guaranty.** Signing of the guaranty attached as Exhibit C shall be a material condition of this Amendment / Assignment.

[Signature page to follow]

EXHIBIT A

LIST OF LEASE DOCUMENTS

Lease Agreement, dated March 15th, 2017, made by and between **DINAKI PROPERTY, L.L.C., an ILLINOIS LIMITED LIABILITY COMPANY** as Landlord, and **BRACHT'S PLACE, INC., an Illinois Corporation** as Tenant.

EXHIBIT B

GROSS RENT SCHEDULE

TERM	/ SF	MONTHLY	ANNUAL
January 1 st , 2023 – May 31 st , 2023	\$ 19.02	\$ 6,180.00	\$ 74,160.00
June 1 st , 2023 – May 31 st , 2024	\$ 19.59	\$ 6,365.40	\$ 76,384.80
June 1 st , 2024 – May 31 st , 2025	\$ 20.17	\$ 6,556.36	\$ 78,676.32
June 1 st , 2025 – May 31 st , 2026	\$ 20.78	\$ 6,753.00	\$ 81,036.00
June 1 st , 2026 – May 31 st , 2027	\$ 21.40	\$ 6,956.00	\$ 83,472.00
June 1 st , 2027 – May 31 st , 2028	\$ 22.04	\$ 7,164.00	\$ 85,968.00
June 1 st , 2028 – May 31 st , 2029	\$ 22.70	\$ 7,378.92	\$ 88,547.04
June 1 st , 2029 – May 31 st , 2030	\$ 23.38	\$ 7,600.29	\$ 91,203.48

EXHIBIT C

GUARANTY OF LEASE

THIS GUARANTY OF LEASE ("Guaranty") is given effective as of the 12 day of December 2022, by Mehul Patel, individually ("Guarantor"), to Atwal, L.L.C., ("Landlord").

1. Guaranty. To induce Landlord to enter into that certain Lease of even date herewith (the "Lease") Atwal, L.L.C., as ("Landlord") and Bracht's Place, Inc., ("Tenant"), for the premises located at , and as more particularly described in Paragraph 1.1 of the attached lease (the "Premises"), and in consideration thereof, Guarantor hereby unconditionally guarantees (a) the punctual payment of all Base Rent, Additional Rent and other amounts due or payable from time to time under the Lease, throughout the term thereof and any extensions or renewals thereof and for such additional time as Tenant or its successors or assigns may occupy the Premises after the expiration or termination of the term of the Lease, and (b) the punctual performance and observance of all other obligations of the Tenant under the Lease, and (c) the prompt reimbursement to Landlord of all reasonable costs and expenses of enforcement or collection incurred by Landlord with respect to the Lease or under this Guaranty, including reasonable attorneys' fees ("a," "b" and "c" above referred to together as the "Obligation") .

2. Unconditional. Guarantor agrees that the liability of Guarantor under this Guaranty is direct and unconditional and may be enforced without requiring Landlord first to resort to any other right or remedy against Tenant or its successors or assigns or any other guarantor of any of the Obligations, or to resort to any security for any of the Obligations; that this Guaranty shall be construed as an absolute, unconditional, continuing and unlimited obligation of Guarantor without regard to the regularity, validity or enforceability of any of the Obligations; that Guarantor shall have no right of subrogation, reimbursement or indemnity, nor any right of recourse to collateral securing any of the Obligations or any of Tenant's duties to Guarantor, until the term of the Lease has expired, Tenant has vacated the Premises, and all of the Obligations have been fully paid and performed; that any and all present and future debts and obligations of Tenant to Guarantor are hereby subordinated and postponed to the full payment, performance and observance of all of the Obligations; and that nothing shall discharge or satisfy the liability of any Guarantor except the full payment, performance and observance of all of the Obligations.

3. No Release or Diminishment. Guarantor agrees that this Guaranty shall not be impaired and the obligations of Guarantor shall not be released or diminished. (a) by extension of time or other indulgence granted to Tenant or by any waiver of or failure to enforce any of the Obligations, or (b) by any assignment of the Lease or any subletting of all or any portion of the Premises, or (c) by the acceptance by Landlord of any security for any of the Obligations, or by the release, surrender, substitution or modification of any such security, or by any act or omission by Landlord with respect to any such security, or (d) by reason of any disaffirmance, termination, modification or assignment of the Lease or of any of the Obligations or of the obligations of any other guarantor of any of the Obligations, whether or not in the course of any voluntary or involuntary proceedings by or against Tenant under the provisions of the United States Bankruptcy Code as from time to time in effect or under any other statute dealing with

insolvency or failure to pay debts, or (e) by reason of any other act or omission by Landlord, or (f) by reason of any other matter whatsoever whereby Guarantor otherwise would or might be released, it being the intent hereof that Guarantor shall at all times be and remain liable to Landlord to the same extent as if it were jointly and severally liable with Tenant to Landlord for the performance and payment of all of the Obligations.

4. No Impairment. Guarantor agrees that this Guaranty shall not be impaired and the obligations of Guarantor shall not be released or diminished by any modification, supplement or extension of the Lease or any other contract or agreement to which any of the parties thereto may hereafter agree, and that this Guaranty shall apply to the Lease as so modified, supplemented or extended.

5. Successive Demands. This Guaranty shall extend to each and every payment to be made and other obligation or condition to be performed or observed by Tenant under the Lease. Successive demands may be made upon Guarantor, and successive actions for the enforcement of such demands may be brought against Guarantor upon successive defaults in the payment, performance or observance of particular Obligations, and the enforcement of this Guaranty against any Guarantor with respect to any such default shall not exhaust this Guaranty or waive the right to proceed under this Guaranty with respect to any future defaults.

6. Waiver. Guarantor waives notice of acceptance hereof; presentment and protest of any instrument, and notice thereof; notice of default; notice of foreclosure; notice of any of the Obligations or of any security therefore; and all other notices to which Guarantor might otherwise be entitled.

7. Unenforceability. Guarantor further agrees that if any provision of this Guaranty shall be held to be unenforceable by the final ruling of a court of competent jurisdiction, after exhaustion of all appeals, the remainder of this Guaranty and its application to all Obligations other than those with respect to which it is so held unenforceable shall not be affected thereby and shall remain in full force and effect, and there shall be substituted for such unenforceable provision an enforceable provision, as determined by a court of competent jurisdiction upon proper notice and hearing, which comports with the findings of the aforesaid court and most nearly accomplishes the original intention of the parties hereto, as expressed herein.

8. Consent to Jurisdiction. Guarantor consents to jurisdiction and venue in any court of original jurisdiction for the county or judicial district in which the Premises are located, or, at Landlord's option, for the judicial district in which Landlord has its principal place of business, with respect to any action by Landlord to enforce this Guaranty, and Guarantor consents to the consolidation of any such action with any action to enforce any of the Obligations and/or with any action against any other guarantor of any of the Obligations. Guarantor agrees that any notice or demand upon it shall be deemed to be sufficiently given or served if in writing and delivered to, or mailed by certified or express mail addressed to, the address appearing beneath Guarantor's name below.

9. Governing Law/Binding on Successors In Interest. This Guaranty shall be governed by and construed under the laws of the state of Illinois, USA, regardless of the conflicts of laws rules of any forum, and shall be binding upon the heirs, executors, administrators,

IN WITNESS WHEREOF, Assignor, Assignee and Landlord have signed this Assignment as of the day and year first above written.

ASSIGNEE:
BRACHT'S PLACE, INC.

By: _____
Its: _____

ASSIGNOR:
BRACHT'S PLACE, INC.

By: _____
Its: _____

LANDLORD:
ATWAL, L.L.C.

By: _____
Its: _____

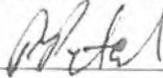
successors and assigns of Guarantor, and shall inure to the benefit of Landlord and its heirs, executors, administrators, successors and assigns.

10. Survival of Provisions. All terms and conditions requiring payment, indemnification or reporting by Guarantor shall survive the termination or expiration of the Lease and of this Guaranty, as to such obligations incurred or resulting from events or circumstances which occur during the Term of the Lease or of this Guaranty.

11. Assignment by Landlord. Landlord has and shall have the unrestricted right to assign the Premises and/or Shopping Center, any portion thereof, the Lease, the Security Deposit, and/or this Guaranty of Lease, to any person or entity at any time, in Landlord's sole discretion, with or without notice to Tenant.

EXECUTED as a sealed instrument effective as of the date first above written.

GUARANTOR:



Printed Name: MEHUL PATEL



SIGNED AND SWORN TO BEFORE ME THIS
____ DAY OF DECEMBER 2022

NOTARY PUBLIC



Est. 1892

DEPARTMENT OF POLICE

The Village of Bartlett



Police Department, 228 South Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

POLICE DEPARTMENT MEMORANDUM 22-41

DATE: November 29, 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:

Mehul Mafatlal Patel

Business: Bracht's (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



LM-28

Liquor Manager Application

Status: Active

Date Created: Dec 14, 2022

Applicant

Mehul Patel
shreerliquor@gmail.com



Statement of Liquor Manager

Name of Business

BRACHT'S PLACE

Business Address:

363 S PROSPECT AVE, BARTLETT, IL 60103

Business Telephone Number

630 837 3550

Liquor Manager Name

MEHUL PATEL

Home Address



Previous address

--

Home Telephone Number



Date of birth

Place of birth

INDIA

Social Security Number



Drivers License Number



State issued by

IL

Have you been fingerprinted by the Bartlett Police Department for the purpose of this application?

Yes

Date fingerprinted?

11/28/2022

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?

Manager

Give name of person who appointed you in your present capacity

Mehul Patel

Date of appointment

--

List employer(s) for past five year, including business name, address, manager's name, and position.

ISKM AIRPORT LIMOUSINE INC [REDACTED], GILBERTS, IL 60136, SHRI RADHE LIQUOR INC, [REDACTED] GILBERTS, IL 60136, ON BOTH JOB, I AM THE OWNER & MANAGER.

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

I HAVE BEEN RUNNING A LIQUOR STORE LOCATED IN JOLIET, IL, FOR LAST 2 & HALF YEARS BEFORE THAT I USED TO MANAGE A LIQUOR STORE BACK IN 2005 THROUGH 2007 IN SOUTH SIDE OF CHICAGO, IL,

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 (or 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.

Mehul Patel

12/14/2022

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.

Mehul Patel

12/14/2022

Internal Use

Fingerprint Scan

Uploaded by ... on