

BUDGET REVIEW AT 6:00 P.M.

VILLAGE OF BARTLETT
BOARD AGENDA
MARCH 7, 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 21, 2023

*7. **BILL LIST:** March 7, 2023

8. **TREASURER'S REPORT:** None

9. **PRESIDENT'S REPORT:**

A. Appointment to the Bike and Run Plan Advisory Committee

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. None

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

1. Resolution Approving of an Economic Incentive Agreement Between the Village of Bartlett and Aldi for an Aldi's Grocery Store

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

1. None

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

1. None

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

1. None

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

*1. Resolution Approving of a Professional Services Agreement Between the Village of Bartlett and Hampton, Lenzini and Renwick, Inc. for the Country Creek Streambank Stabilization Phase 1 Engineering

*2. Resolution Approving of the Pipeline License Agreement for a Sanitary Sewer Connection Between Metra and the Village of Bartlett

*3. Resolution Approving of the Pipeline License Agreement for a Watermain Connection Between Metra and the Village of Bartlett

13. **NEW BUSINESS**

1. On the Rocks by Bobby Liquor License Request

14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**

15. **ADJOURNMENT**



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1. CALL TO ORDER

President Wallace called the regular meeting of February 21, 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, Suwanski and President Wallace

ABSENT: LaPorte

ALSO PRESENT: Village Administrator Paula Schumacher, 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, Food and Beverage Manager Paul Petersen, Police Chief Geoff Pretkelis, Deputy Chief Will Naydenoff, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

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

4. PLEDGE OF ALLEGIANCE

Trustee LaPorte is Present Via Zoom

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.

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.



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

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

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

NAYS: None

ABSENT: None

MOTION CARRIED

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

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

8. TREASURER'S REPORT

Mr. Dowden stated that the Treasurer's Report for the month of December is included in the packet, as well as the sales tax report. We received \$316,040 just about \$2,000 from the prior year. As far as MFT tax, we received \$160,435 that was up about \$7,000 from the previous year so picking up a little bit. We have also included the income tax from the LGDF fund, showing that we received \$4,490,000 at the reduced just over 6%.

9. PRESIDENT'S REPORT

A. National Night Out Presentation

Chief Pretkelis stated that tonight is a special occasion. It is the presentation of the National Night Out Award, and the Crime Prevention team will take it away.

Sergeant Greg Milos stated Bartlett's National Night Out was once again a huge success. In our category, we took 1st place out of 22 cities nationwide for the second straight year. This achievement was a community effort. What is great about National Night Out is that it allows us to continue to foster invaluable partnerships with the residents, businesses, and organizations in the community.

The community showed up in record numbers to all of our National Night Out events, including our Dog Walker Watch Summer Social, the Touch-A-Truck and Car Seat Event, our Family Fun Night, over 18 different block parties, the Family Golf Event, and of course the grand finale of Picnic in the Park!



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The Bartlett Police Department would like to thank the Village Board of Trustees and Mayor Wallace for your continued support and generosity in organizing this successful event that impacts our community on such an elite level.

It would not be complete without a special thanks to the Village Administration, Bartlett Park District, Bartlett Fire Protection District, Bartlett Hills Golf Club, and all of our volunteers & vendors who made this event possible & unlike any other town around us.

Lastly, I thank our Crime Prevention team, Officers Vicky Anderson and Tracey Dendinger. They truly worked tirelessly all year round to make sure each family had a fantastic experience at NNO. It is their hard work and dedication that continues to carry on this tradition, in which we all see the community come together in solidarity. These officers are the masterminds behind the scenes, and they truly represent the Bartlett Way.

Believe it or not, this was our 29th National Night Out event for Bartlett. The big 30 is coming up soon! Our next National Night Out will kick off on July 15th with the annual Touch-A-Truck and Car Seat event and will end on August 1st with our epic Picnic in the Park. We hope to see you all there as we hope to achieve a 3-peat like the Chicago Bulls of the 90s!

B. Recognition of Girl Scouts Silver and Bronze Awards

President Wallace stated 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



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with Walmart to host a booth and asked patrons for donations. They also volunteered at the animal shelter themselves. These ladies are Claire Robinson, Katie Salzwedel and 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. These ladies are Rachel Cropper, Isabella Nelson, Aarushi Mehta and 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. These ladies are Quinn Salzwedel and Molly Paulsen.

President Wallace congratulated everyone and invited everyone up for a group photo.

C. Appointments to the Economic Development Commission and Planning & Zoning Commission

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

Trustee Deyne Motion to Concur to the Appointment of Bruce Suffern to the Economic Development Commission for a 1-Year Term. Seconded by Trustee Gunsteen.



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ROLL CALL VOTE TO APPOINT BRUCE SUFFERN TO A ONE YEAR TERM TO THE ECONOMIC DEVELOPMENT COMMISSION

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

NAYS: None

ABSENT: None

MOTION CARRIED

President Wallace stated that 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 March 21, 2023 and ending March 21, 2025

Trustee Deyne motioned to Concur to the Appointment of John Batterman to the Planning and Zoning Commission for a 2-Year Term. Seconded by Trustee Gandsey.

ROLL CALL VOTE TO APPOINT JOHN BATTERMAN TO A 2-YEAR TERM ON THE PLANNING AND ZONING COMMISSION

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

NAYS: None

ABSENT: None

MOTION CARRIED

D. Re-Appointments to Bike and Run Plan Advisory Committee and Economic Development Commission

Kevin Wallace stated 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

Trustee Deyne motioned 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. Seconded by Trustee Gunsteen.

ROLL CALL VOTE TO APPOINT BARRY KRALL TO SERVE A TWO-YEAR TERM ON THE BIKE AND RUN ADVISORY COMMITTEE

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

NAYS: None

ABSENT: None

MOTION CARRIED



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President Wallace stated 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

Trustee Suwanski motioned 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. Seconded by Trustee Hopkins.

ROLL CALL VOTE TO APPOINT DAN PALMER TO SERVE A THREE-YEAR TERM ON THE BIKE AND RUN ADVISORY COMMITTEE

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

NAYS: None

ABSENT: None

MOTION CARRIED

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

Trustee Deyne motioned 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. Seconded by Trustee Hopkins.

ROLL CALL VOTE TO APPOINT JOHN GOETZ TO SERVE A THREE-YEAR TERM ON THE BIKE AND RUN ADVISORY COMMITTEE

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

NAYS: None

ABSENT: None

MOTION CARRIED

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

Trustee Deyne motioned 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. Seconded by Trustee Gandsey

ROLL CALL VOTE TO APPOINT ADAM LEWENSKY TO SERVE A TWO-YEAR TERM ON THE ECONOMIC DEVELOPMENT COMMISSION

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



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NAYS: None
ABSENT: None
MOTION CARRIED

President Wallace stated 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

Trustee Deyne motioned 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. Seconded by Trustee Gunsteen.

ROLL CALL VOTE TO APPOINT KIRSTEN ERICKSON TO SERVE A THREE-YEAR TERM ON THE ECONOMIC DEVELOPMENT COMMISSION

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

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

Trustee Suwanski motioned 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. Seconded by Trustee Gandsey.

ROLL CALL VOTE TO APPOINT GERALD KUBASZKO TO SERVE A THREE-YEAR TERM ON THE ECONOMIC DEVELOPMENT COMMISSION

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

President Wallace stated 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.

Trustee Deyne motioned 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. Seconded by Trustee Hopkins.



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ROLL CALL VOTE TO APPOINT ROBERT PERRI TO SERVE A THREE-YEAR TERM ON THE ECONOMIC DEVELOPMENT COMMISSION

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

NAYS: None

ABSENT: None

MOTION CARRIED

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne stated that he served as a Trustee and on the Plan Commission for a good number of years, and he knows the time and effort these commissioners put in. The entire board appreciates the time and effort and time that they miss their families. On behalf of the Village of Bartlett, I would like to say a few words in memory of former trustee and long-time plan commissioner Jerry Kallas, who passed away on February 12.

Jerry and his wife Patricia moved to Bartlett in 1974. During the years he was raising a family here, Jerry was actively involved in his children's soccer activities and was a member of the Wayne Elementary School PTA. He also served on the Apple Orchard Homeowner's Association.

In 1977, when he was a supervisor of accounting at 1st National Bank in Chicago, Jerry believed that his accounting background would serve the Village of Bartlett well, and he ran to fill a two-year trustee term. At the time of his election, the population of Bartlett was approximately 3,500.

As a village trustee, he worked on the village's master plan and the purchase of Bartlett Hills Golf Club.

Jerry was appointed to the Village of Bartlett Plan Commission in June of 1989 and served until early 2012. He was re-appointed in July of 2014 and concluded his 29-year service as a plan commissioner in April 2022.

While on the plan commission, he reviewed plans for Bartlett High School, as well as the new village hall and police department building. He also made recommendations for commercial developments along Route 59 and within the Brewster Creek Business Park and the Blue Heron and Bluff City industrial parks.

Although Jerry was a frequent proponent of limiting home density in the village, his length of civic service gave him a front row seat to the burgeoning residential growth that occurred in DuPage County during the 1990s.



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Jerry Kallas is loved and remembered by his wife Patricia; his children, Geoff, Michelle and Jason; and his grandsons, Lucas and Ben. And he will forever be honored and appreciated in Bartlett for his exceptional service to our community.

A visitation will be at Bartlett Countryside on February 24th from 9:30 to 11:45 followed by services at St. Peter Damian at 12:30.

Trustee Deyne asked for a moment of silence.

President Wallace thanked Mr. Kallas and his family for his service to our Village.

Trustee Deyne stated that he wanted to recognize Tony Fradin, sharing an email from Craig Lillibridge, Aldi's Broker:

"As you know the Aldi development at the Streets of Bartlett is finally coming to fruition, so I wanted to reach out to thank you and the Bartlett Staff for getting us to this point. That said, it's important to note how instrumental Tony Fradin has been during this entire process.

Truth be told, I first met Tony at the Streets of Bartlett with the Gorski's back in the late 2000's to discuss the potential for Aldi to acquire the grocery business or lease the subject space at a minimum.

It was a positive meeting as Aldi gave serious consideration to the location for several years to follow but could never make that final commitment.

Tony has been very persistent over the past 12 to 15 years in an effort to be sure I knew of every potential development opportunity in the Village and how Bartlett was the right place for Aldi to build their next new store.

We frequently met at ICSC events over those years to discuss "All Things Bartlett" and Tony would check in regularly to get an update on Aldi's expansion plans.

Fast forward to 2021 when Aldi committed to a relocation of their Streamwood store on Irving Park Road and they finally agreed it was time for a Bartlett store.

The next day I reached out to Tony with the update and within 24 hours he made sure I was reconnected with Manny Rafidia and focused on perfecting a deal at the Streets of Bartlett.



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It's been an interesting negotiation at times with Ownership but again, Tony has been there to manage expectations along the way and for that my Aldi Team is grateful."

President Wallace asked Planning and Development Services Director Kristy Stone to provide an update on Aldi.

Ms. Stone stated that she is excited to announce that Aldi submitted their development application last Wednesday, and technical staff is reviewing those plans. We anticipate bringing it before the second committee of the whole in March, and before the planning and zoning commission in April.

Trustee Gunsteen stated that staff put in hundreds of hours, and thanked everyone for their hard work.

President Wallace thanked staff for their persistence. He stated that the timing of the construction was interesting and asked staff to shed some light on that.

Ms. Stone stated that they are hoping to break ground by the end of May, and would like to open before Thanksgiving of this year. I am thankful that our building division manager has reviewed three previous Aldi's, and is very familiar with their plans, and expects that permitting process to go smoothly.

Trustee LaPorte asked if renderings will be made available to the public.

Ms. Stone stated that is all apart of their building application, and there will be a social media post tonight from the village.

Trustee Gunsteen asked if it is true that this is their newest model of building.

Ms. Stone stated yes, it is, and that is what we have been told. This is the sample they intend to show everyone going forward.

11. TOWN HALL

Dan Palmer – 630 Golfer's Lane

Mr. Palmer thanked the board for his reappointment to the bike and run committee. He also congratulated Police on their National Night Out Award.

Bruce Suffern – 316 Oakbrook Ct.



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Mr. Suffern thanked the board for their hard work and open-mindedness pursuing growth in Bartlett. It is exciting to own a business the way the board has been managing the village. I also wanted to thank Paula and her staff. The communication we have with the business community is unparalleled. Scott and Tony interacting with the community the way they are is well done, and has the business community feel like they're on the same page.

Two things to consider, with MoRE Brewing opening, parking is an issue. With the construction and what's going on with Le P'tit, what we are seeing it is a great plan to encourage people to use the commuter parking lots. I just want to make sure that the signage to encourage people to park there and letting them know it's free is reviewed. The success of the downtown will rely on that signage. Also, with W Bartlett road being redone, something needs to be done with the ugly wall, in terms of landscaping or signage.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated Ordinance 2023-14, and Ordinance Adopting the Village of Bartlett, Illinois Official Zoning Map 2023, was covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated the Taylor Street Pizza BEDA Application was covered and approved under the consent agenda.

Trustee Gandsey presented ordinance 2023-13, an ordinance approving the third amendment to real estate sale and purchase agreement between the Village of Bartlett and MMAJ, LLC.

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 Berteau 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.



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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.

Attorney Mraz stated that because this involves the sale of village property, it requires any agreements relating to the property owned by the village, which is the Bartlett Stations site, be approved by ordinance. In the original agreement it was approved by ordinance, but the two amendments, this is the third amendment and effectively it was tied to the Aldi agreement. There was an agreement to reduce the purchase price, that was in the board packet, there's also a development agreement that was approved as a part of that ordinance. There is a provision in that agreement that says once we close, if they don't begin construction within a certain amount of time we can buy it back. I didn't want it to be the same price of \$350,000 if we are going to sell it for \$100,000. We were on the phone with Aldi's attorneys and Mr. Rafidia's attorneys on Friday at 4:00 P.M., and Mr. Rafidia's attorneys made changes just in case it doesn't happen. It is really just a housekeeping matter, a lot of chicken or the egg, and they intend to execute the ground lease in the next couple of days. This Amendment is contingent upon both MMAJ, LLC and Aldi, Inc entering a ground lease on or before March 3, 2023. I just wanted to outline what you have and what is being approved with these changes, and I have no objection to them.

Trustee Gunsteen stated it's basically a dollar for a dollar.

Attorney Mraz confirmed and state nothing presupposes you will approve of the zoning.

Trustee Gandsey moved to approve ordinance 2023-13, an ordinance approving the third amendment to real estate sale and purchase agreement between the Village of Bartlett and MMAJ, LLC. Seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE ORDINANCE 2023-13, AN ORDINANCE APPROVING THE THIRD AMENDMENT TO REAL ESTATE SALE AND PURCHASE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MMAJ, LLC

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

NAYS: None

ABSENT: None

MOTION CARRIED

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE



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Trustee Deyne stated that the Computer Replacement Program Purchase was covered and approved under the consent agenda.

Trustee Deyne presented the 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, staff recommends 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.

Trustee Deyne motioned 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. Seconded by Trustee Suwanski.

Trustee Deyne stated that he is a little reluctant due to the \$8,000 increase and our current auditing firm came in with a lower bid, as well as the costs of implementing new GASB pronouncements.

Mr. Dowden stated that increase account for start-up costs. The current auditor wouldn't have that and would just be a continuation. Sikich was with the village 8-9 years ago, but things have changed since then. Different firms build different ways.

Trustee Deyne asked what would be easier on staff.



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Mr. Dowden stated as far as staff is concerned, consistency is easier.

Trustee Gandsey asked what the benefit of a “fresh set of eyes” can provide.

Mr. Dowden stated that naturally different people pick up different things.

Trustee Deyne stated we have been successful with the current firm.

Mr. Dowden stated that we work well with them, and they have been happy with us.

Trustee Deyne stated everything is in place, and I would like to just go forward with the current firm and reevaluate in three years.

Trustee Hopkins asked if we could ask Sikich to reduce their fees to match the lowest bidder.

Mr. Dowden stated that they knew what the current firm charges, as its public record, and if they wanted to match that, they would have.

Trustee Hopkins stated we could still ask.

Trustee Gunsteen asked what GASB stands for, and if those fees are included with the price of the current firm. Do we have any issues with the current auditors?

Mr. Dowden stated it's the Government Accounting Standards Board, and those fees are included. We don't have any issues, the only reason we are looking at the change, is because it was requested, and there are no laws mandating that we change.

Attorney Mraz stated that it is common practice.

Trustee Deyne stated that I don't feel like we need to spend \$20,000 right now.

Trustee Suwanski asked if it has to be a three-year contract.

Administrator Schumacher stated that with auditing firms, three years is the sweet spot.

Trustee Suwanski asked if 8 years really has that much of a learning curve.

Mr. Dowden stated there have been numerous changes in reporting.



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Ms. Schumacher stated that if we continue with the current firm, we may get a more robust response in three years, this was a big discussion at a recent conference, and this is not just Bartlett's issue in terms of getting competitive bids.

The board agreed.

Trustee LaPorte asked what prompted us at the November 2nd meeting to pursue a new firm.

Mr. Dowden stated that there wasn't any specific concern, it's just best practice, referencing the Dixon, IL case, where auditors were with a town for 25 years and got to comfortable.

President Wallace stated that he agrees with both sides in the grand scheme of things, but agreed with waiting for more competitive bids in three years.

Trustee Deyne amended the motion to award a three-year contract to Lauterbach & Amen, LLP at a total cost of \$125,590. Seconded by Trustee Gandsey.

ROLL CALL VOTE TO AWARD A THREE-YEAR CONTRACT TO LAUTERBACH & AMEN, LLP AT A TOTAL COST OF \$125,590.

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

NAYS: None

ABSENT: None

MOTION CARRIED

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated Ordinance 2023-15, an Ordinance Creating a Class A Liquor License, was covered and approved on the consent.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that there was nothing to report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte stated that Resolution 2023-16-R, 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.



VILLAGE OF BARTLETT
BOARD MINUTES
February 21, 2023

13. NEW BUSINESS

A. President Wallace stated that JayDev Brew Inc. DBA: MORE Brewing 121 Railroad Ave. has applied for a Class Q liquor license.

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

B. President Wallace stated that Bracht's Place Inc. has applied for a Class A liquor license.

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

14. QUESTION/ANSWER PRESIDENT & TRUSTEES – None

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following. There will also be an Executive Session to Discuss Appointment of Legal Counsel Pursuant to Section 2(c)1 of the Open Meetings Act of the Open Meetings Act, immediately following the Committee of the Whole.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:00 p.m.



Sam Hughes
Deputy Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 21, 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 8:00 p.m.

ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Economic Development Director Tony Fradin, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Assistant Finance Director matt Coulter, Public Works Director Dan Dinges, Village Engineer Bob Allen, Planning & Development Director Kristy Stone, Food and beverage Manager Paul Petersen, Police Chief Geoff Pretkelis, Deputy Chief's Naydenoff and Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
Proposed Operating Budget Review presentation

Finance Director Todd Dowden presented the attached PowerPoint.

Questions throughout the presentation:

President Wallace asked what the increase in EAV for Brewster Creek is.

Mr. Dowden stated the assessed value is over \$80 million and that was back in 2021. It was a former gravel pit that was filled in.

President Wallace stated you mentioned the \$750,000 increase which is essentially our piece of the pie from the increased EAV.

Mr. Dowden stated that is correct, this is our chance to increase the levy without increasing the property tax. If you miss this chance, then the taxes will go down and next year it will look like you are increasing the taxes.

President Wallace stated that Bartlett gets 10% of the revenue and asked for a ballpark figure of all the other taxing bodies.



VILLAGE OF BARTLETT COMMITTEE MINUTES

February 21, 2023

Mr. Dowden stated the school district gets around 60%. We will have to notify all our taxing districts. This levy will be set in the fall. When we file the levy in December, it goes to fund the current year of the general fund.

President Wallace clarified that the village receives 6% from the income tax the state collects, but legislatively, that should be 10%.

President Wallace asked about the \$650,000 for sales tax rebates.

Mr. Dowden stated we have built in some sales tax rebate funding for MORE Brewing, the auto mall and another one.

Chairman Suwanski asked about the Ace Hardware sales tax rebate.

Mr. Dowden stated the Ace Hardware rebate was 10 years for a total of \$50,000.

President Wallace mentioned that it was good the village refinanced our bonds a few years ago given the rate environment.

Mr. Dowden agreed.

Chairman Deyne thanked Mr. Dowden.

President Wallace stated he is adamantly against having huge fund balances and increasing rates in certain areas. We really need to take a closer look at fund balances over the exceeded limit for 3-4 years, maybe we should figure out how to use some of those funds so we are not holding tax payer money. He knew a large portion of this was ARPA funds, so that is why that is so high, but he really does not like seeing the fund balances over the maximum. Essentially what you are doing is taking tax payer funds and using them over time.

Mr. Dowden stated our capital budget did not include some of the areas we need to really pick up. We will be increasing those amounts that we need to be working on our infrastructure improvements.

President Wallace stated at any case, if we can avoid increasing rates and using fund balance, that would make the most sense to him.

Village Administrator Paula Schumacher stated we did have two years of no rate increases, but perhaps we can do a better job of marrying the 5-year capital plan to those fund balances so you can see.

Chairman Gunsteen asked why food & beverage and golf our two separate budgets.

Mr. Dowden stated they are in one fund, but we separate from revenue.

Ms. Schumacher stated it is all in one fund and we break it apart by mission so we can track it better.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 21, 2023**

There being no further business to discuss, President Wallace stated they will adjourn to Executive Session to discuss Appointment of Legal Counsel Pursuant to Section 2(c)1 of the Open Meetings Act. Chairman Deyne moved to adjourn the Committee meeting and the motion was seconded by Chairman Gunsteen.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:32pm

Samuel Hughes
Deputy Village Clerk

WELCOME

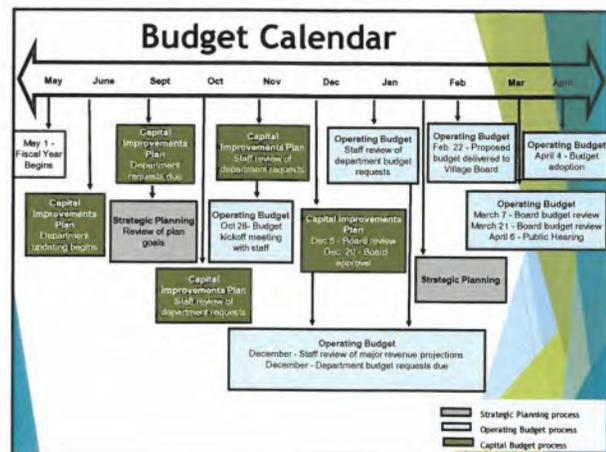
2023/2024 PROPOSED BUDGET PRESENTATION

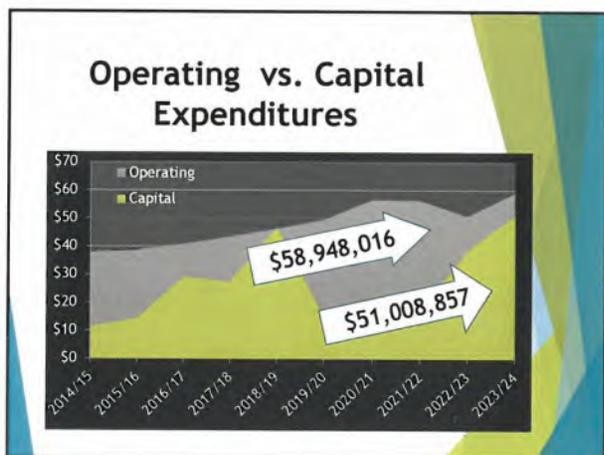
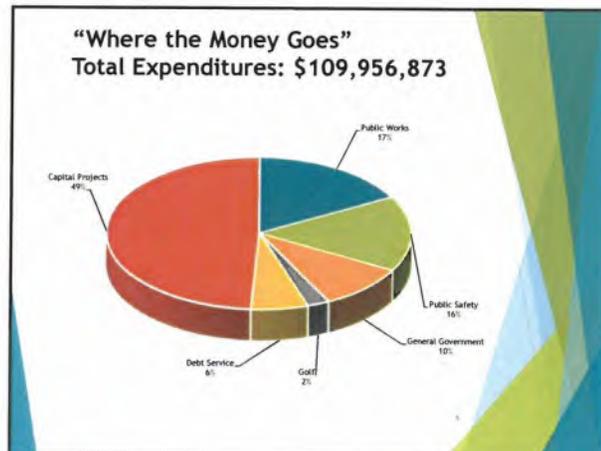
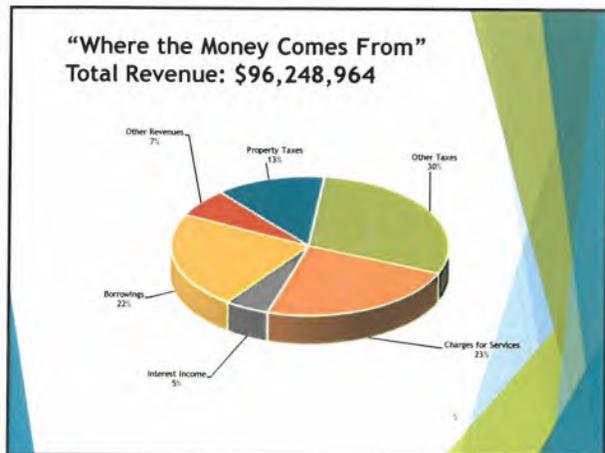
Village of Bartlett Budget “More Than Just The Numbers”

- **The Budget is a Policy Document**
 - Village Wide - Long Term Financial Policies
 - Village Wide - Non-Financial Goals and Objectives (Strategic Plan)
 - Clearly Stated Goals and Objectives (Departments)
- **The Budget is a Financial Plan**
 - Summarizes Major Revenues and Expenditures
 - Describes Major Revenues
 - Projects Major Changes in Fund Balance

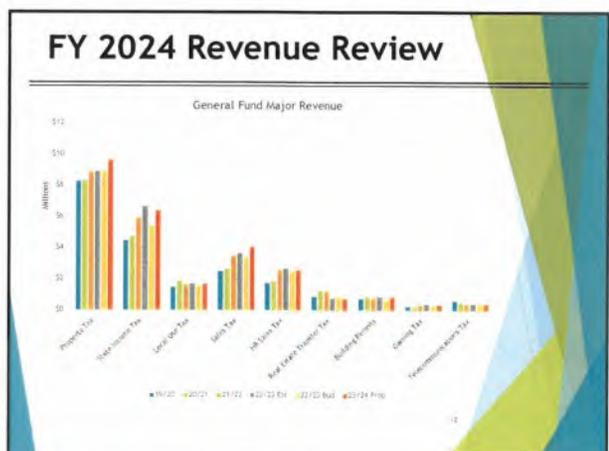
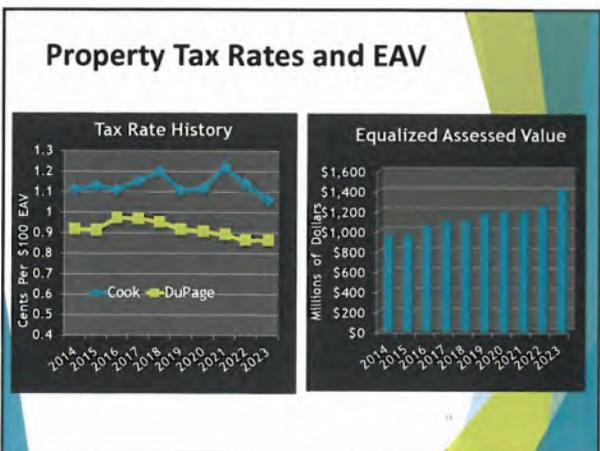
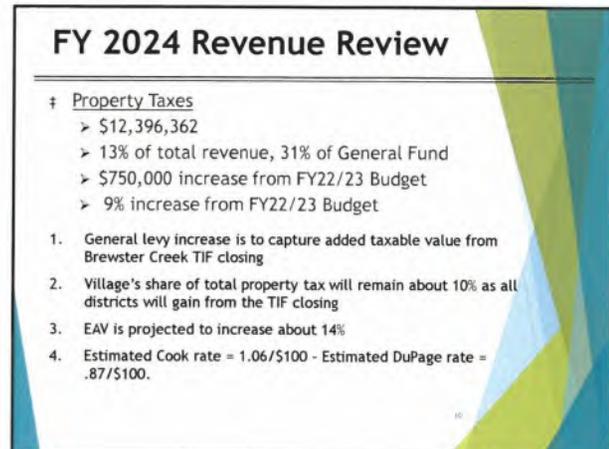
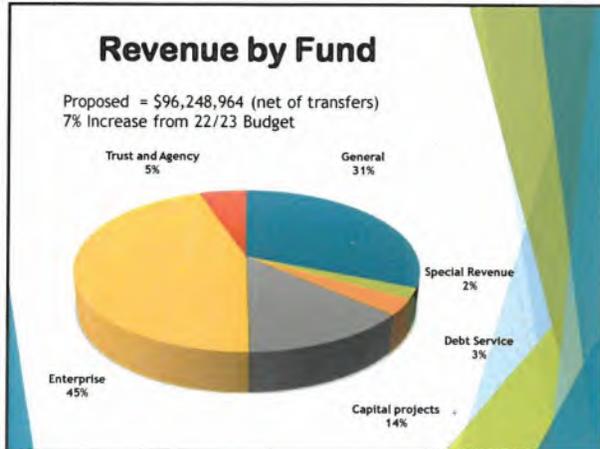
Village of Bartlett Budget “More Than Just The Numbers”

- **The budget is an operation guide**
 - The budget describes activities, services and function of the village
 - Budget includes an organizational chart
 - Budget includes a personnel summary
- **The budget is a communication device**
 - Defines who develops, prepares, reviews and adopts budget
 - Provides a detailed budget message to board of trustees
 - Defines financial policies (Fund Balance) and long term capital planning (Capital Improvement Plan)
 - Budget includes statistical data to convey long term information to the public





Village of Bartlett FY 2023/24 Revenue Review



FY 2024 Revenue Review

‡ Other Taxes - Income Tax

- \$6,400,000
- 7% of total revenue, 21% of General Fund
- \$1,000,000 increase from FY22/23 Budget
- 19% increase from FY22/23 Budget

1. Village receives revenue based on per capita rate and population of 41,105. IML's latest estimate for FY 2023 = \$155.40 per capita
2. The IML is assuming the state doesn't change the LGDF rate.
3. State of Illinois rate is 4.95% and municipalities receive just about 6% of this

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FY 2024 Revenue Review

‡ Other Taxes - Local Use Tax

- \$1,700,000
- 2% of total revenue, 6% of General Fund
- \$100,000 increase from FY22/23 Budget
- 6% increase from FY22/23 Budget

1. Village receives revenue based on per capita rate and population of 41,105. IML latest update = \$42.79
2. Online tax collections are distributed as sales tax starting with January 2021 activity.
3. About 50% of use tax activity was moved to the sales tax budget in 21/22. It was down only about 10% due to the changes

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FY 2024 Revenue Review

‡ Other Taxes - Sales Tax

- \$4,050,000
- 4% of total revenue, 13% of General Fund
- \$650,000 increase from FY22/23 Budget
- 19% increase from FY22/23 Budget

1. Village receives 1% tax of the 6.25% state rate on purchases made within the village
2. Sales tax sharing agreements are reflected as expenditures in Administration department's budget entitled "Economic Incentives"
3. Ace Hardware and Culver's have sales tax incentives. Car dealership agreement approved. Two more agreements planned

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FY 2024 Revenue Review

‡ Other Taxes - Home Rule Sales Tax

- \$2,600,000
- 3% of total revenue, 9% of General Fund
- \$100,000 increase from FY22/23 Budget
- 4% increase from FY22/23 Budget

1. Village receives 1% tax on general merchandise purchases made within the village and starting January 2021 on some online purchases delivered to Bartlett
2. Tax is collected by the state and distributed to the municipalities
3. The Home Rule tax began July 2018
4. Replaced natural gas and electric utility taxes which peaked in FY13/14 at about \$1,700,000

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FY 2024 Revenue Review

‡ Other Taxes - Real Estate Transfer Tax

- \$750,000
- 1% of total revenue, 2.5% of General Fund
- \$100,000 decrease from FY22/23 Budget
- 12% decrease from FY22/23 Budget

1. Commercial property sales have slowed over the past year. Down more than 50% from the prior year.
2. Average sale price of a residential home was up over 8% to \$367,000, but has been declining the last four months.

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FY 2024 Revenue Review

‡ Other Revenue - Development/Building Permits

- \$850,000
- 0.8% of total revenue, 3% of General Fund
- \$200,000 increase from FY22/23 Budget
- 31% increase from FY22/23 Budget

1. Projected number of new residential permits is 30 up from 9 this year and 7 new commercial permits
2. Commercial and industrial permits have been waived or reduced to serve as an economic development incentive tool in the past
3. 3,050 miscellaneous permits are projected and are estimated to account for about 50% of the permit revenue

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FY 2024 Revenue Review

‡ Other Taxes - Gaming Tax

- \$375,000
- 0.4% of total revenue, 1% of General Fund
- \$50,000 increase from FY22/23 Budget
- 15% increase from FY22/23 Budget

1. Revenue is used to fund economic incentives
2. Estimate for FY22/23 is \$397,000

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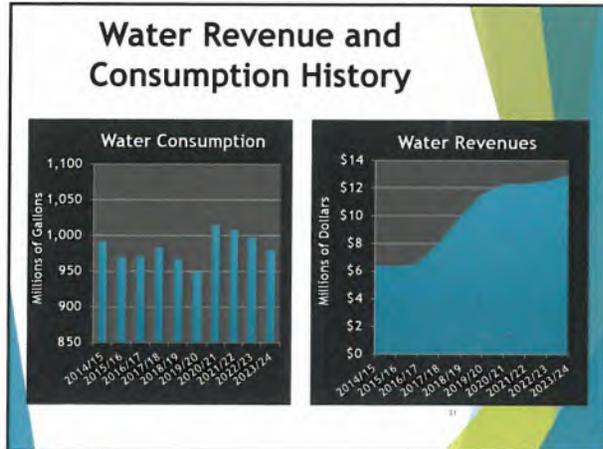
FY 2024 Revenue Review

‡ Service Charges - Water Sales

- \$12,960,000
- 13% of total revenue
- \$360,000 increase from FY22/23 Budget
- 3% increase from FY22/23 Budget

1. Revenue is based upon consumption average with a proposed 4% rate increase for capital improvement projects
2. Average residential monthly water bill in proposed budget is \$76.32 based upon 6,000 gallons of usage per month
3. The last rate increase was effective May 1, 2022
4. Rates will continue to be reviewed as capital improvements are completed and consumption changes

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FY 2024 Revenue Review

- ‡ Service Charges - Sewer Sales
 - \$6,550,000
 - 7% of total revenue
 - No increase from FY22/23 Budget

1. Debt service on WWTP loans expected to be delayed until the fall of 2024 due to construction delays
2. Commercial surcharge fees increased
3. Average residential monthly sewer bill by county based on 6,000 gallons:
 - a) Cook = \$25.78/month
 - b) DuPage = \$46.96/month
 - c) Kane = \$19.19/month

FY 2024 Revenue Review

- ‡ Service Charges - Golf
 - \$1,544,500
 - 1.5 % of total revenue
 - \$189,900 increase from FY22/23 Budget
 - 14% increase from FY22/23 Budget

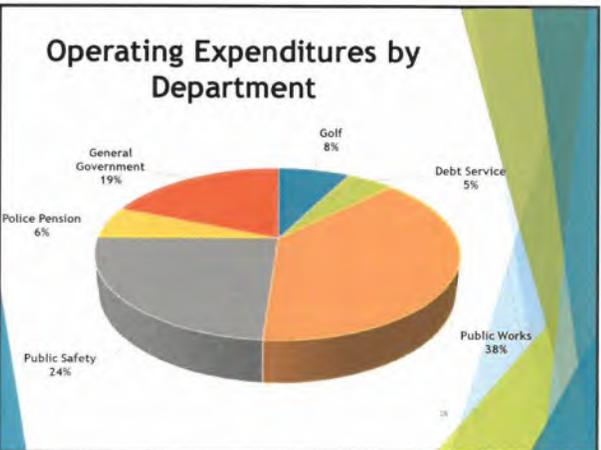
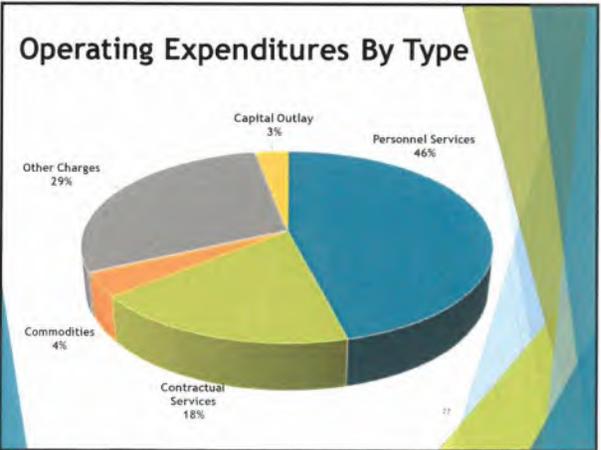
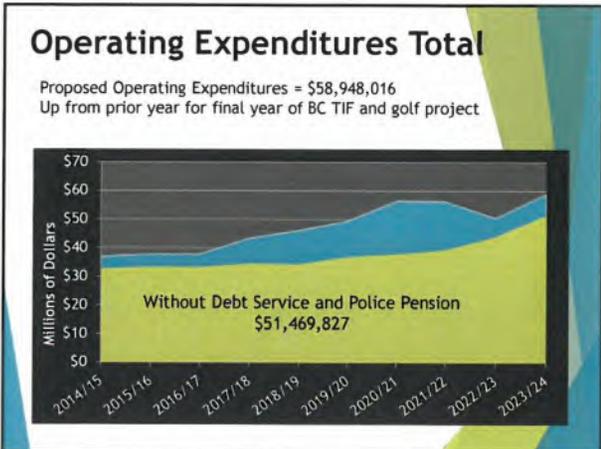
1. Proposed budget projects 33,500 rounds of golf, a 1,000 round increase from the FY 2022/23 budget. Projection is up 1,000 rounds from the current year estimate
2. Proposed revenue budget is 7% above 22/23 estimate
3. Pro shop sales are budgeted at \$92,000, up 14%

FY 2024 Revenue Review

- ‡ Service Charges - Food and Beverage
 - \$1,159,000
 - 1.2% of total revenue
 - \$82,000 increase from FY22/23 Budget
 - 8% increase from FY22/23 Budget

1. Actual revenue for 22/23 is projected to be \$1,073,000.
2. The budget reflects an increase due to events already booked for next year

Village of Bartlett FY 2023/24 Expenditure Review



FY 2024 General Fund

- Estimated beginning cash balance \$17,896,867
- Budgeted revenues \$29,818,965
- Budgeted expenditures \$26,075,992
- Net transfers (\$3,823,797)
- Ending balance \$17,816,043

1. Budgeted use of available fund balance is \$80,824
2. TR to Central Services \$1,126,877, increased 5% from prior year
3. TR to Vehicle Replacement \$617,374, unchanged from prior year
4. TR to Police Pension Fund \$2,522,796, equal to 2022 required contribution
5. TR in from MFT/Water/Sewer/Parking/Golf \$593,250, no change
6. TR to 59 & Lake TIF Fund \$150,000 of auto sales tax

FY 2024 Central Services

- Estimated beginning balance \$819,800
- Annual transfer from departments \$1,516,151
- Proposed budget for FY23/24 \$1,727,781
- Ending balance \$618,170

1. Operating expenses for FY23/24 \$1,584,481
2. Includes \$46,000 for Office 365 and Enterprise Mobility & Security
3. Machinery & Equipment for FY 23/24 is \$194,300, with \$51,000 for conference room improvements being funded from Capital Projects funds

FY 2024 Vehicle Replacement

- Estimated beginning balance \$1,909,269
- Annual transfer from departments \$694,242
- Proposed budget for FY23/24 \$1,400,000
- Ending balance \$694,242
- Estimated expenses FY22/23 \$961,070

1. A total of 11 vehicles, 1 utility vehicle and 1 debris blower are scheduled to be replaced in this budget
2. Two large dump trucks and one brush truck are still on order from the current year and won't be delivered until the 23/24 fiscal year
3. Transfer amounts will be increased with the increased cost of vehicles

FY 2024 Capital Projects Fund

- Estimated beginning balance \$5,189,789
- Proposed budget for FY23/24 \$1,551,000
- Ending balance \$3,788,789
- Planned Water and Sewer projects FY24/25 \$1,000,000

1. American Rescue Plan Act deposits totaled \$5,531,433
2. FY23/24 projects include the water meter program, sanitary sewer rehabilitation program, and conference room improvements
3. FY24/25 projects include the water meter program and the sanitary sewer rehabilitation program

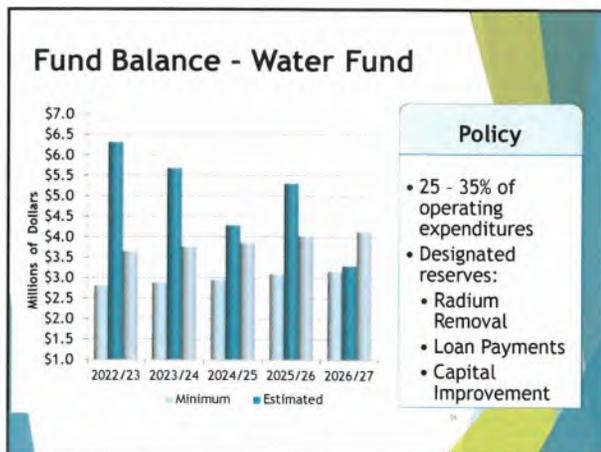
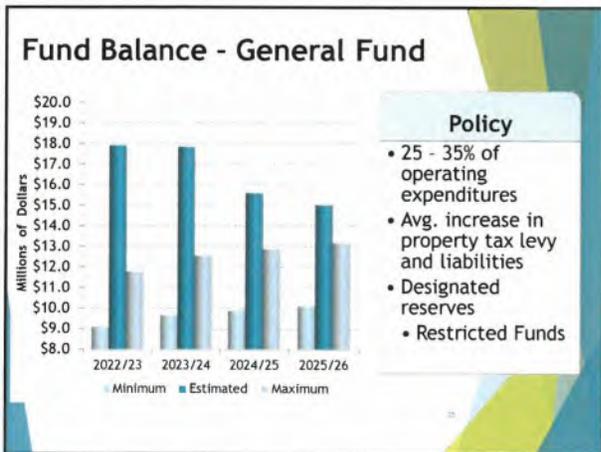
Budget Snapshot

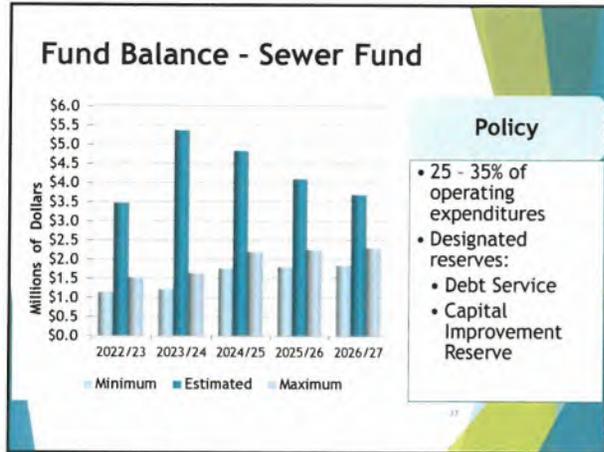
- No new taxes or fees
- General property tax levy to be increased to capture taxable EAV increase from TIF closing
- Non-union wage increase of 3.0% factored in
- Net of one half employee being added
- Proposed water rate increase, no sewer rate increase
- Capital improvement projects totaling \$40 million

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Village of Bartlett FY 2023/24 Fund Balance Review

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Thanks

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/7/2023

100-GENERAL FUND REVENUES

480200-SALE OF CEMETERY LOTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARBARA PACENTE	SINGLE CEMETERY PLOT SELLBACK	240.00
INVOICES TOTAL:		240.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - MARCH 2023	343,615.05
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/MAR 2023	893.80
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - MARCH 2023	16,833.39
INVOICES TOTAL:		361,342.24

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	241.51
INVOICES TOTAL:		241.51

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	17.47
1 WAREHOUSE DIRECT	SECURITY ENVELOPES	85.15
INVOICES TOTAL:		102.62

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE MAYORS & MANAGERS	ANNUAL LEGISLATIVE MEETING	130.00
INVOICES TOTAL:		130.00

542100-REBATES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MERCH FOODS ONE INC	SALES TAX REBATE FOR 2022	9,739.72
1 ZIEGLER'S ACE HARDWARE	SALES TAX REBATE FOR 2022	6,444.21
INVOICES TOTAL:		16,183.93

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL NOTICE/JANITORIAL SERVICES	90.00
INVOICES TOTAL:		90.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/7/2023**

1200-PROFESSIONAL SERVICES

522900-PROFESSIONAL PLANNERS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SAVOY CONSULTING GROUP LLC	TIF MEETING	1,307.50
INVOICES TOTAL:		1,307.50

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	760.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,170.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,035.20
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	345.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	210.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	677.00
INVOICES TOTAL:		5,122.20

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 V3 COMPANIES LTD	ONEIDA STREET PARKING LOT	11,340.00
INVOICES TOTAL:		11,340.00

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	25.51
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00
INVOICES TOTAL:		53.51

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RYDIN DECAL	VENDING DECALS	394.09
INVOICES TOTAL:		394.09

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER	120.02
INVOICES TOTAL:		120.02

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS STATE POLICE	ORI #IL016050L-COST CTR #05933	250.00
INVOICES TOTAL:		250.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/7/2023

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	43.40
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	64.69
INVOICES TOTAL:		108.09

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	75.10
INVOICES TOTAL:		75.10

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	88.10
INVOICES TOTAL:		88.10

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JANUARY 23	413.89
INVOICES TOTAL:		413.89

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LEGAL PADS	37.97
1 AMAZON CAPITAL SERVICES INC	LABELS	29.10
INVOICES TOTAL:		67.07

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KRISTY STONE	APA NATIONAL CONFERENCE	648.59
INVOICES TOTAL:		648.59

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	190.03
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	236.84
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	91.32
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	141.19
1 VERIZON WIRELESS	WIRELESS SERVICES	456.12
INVOICES TOTAL:		1,115.50

522700-COMPUTER SERVICES

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/7/2023**

1 COUNTY OF COOK ILLINOIS	WAN MAINTENANCE AGREEMENT	770.09
	<u>INVOICES TOTAL:</u>	<u>770.09</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	481.38
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	185.75
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
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	786.50
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	44.00
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	210.95
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	55.00
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	346.40
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	52.48
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	3,338.04
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REPLACEMENT	169.95
	<u>INVOICES TOTAL:</u>	<u>6,807.83</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DRONE REPLACEMENT BLADES	79.92
1 DIY AWARDS	OFFICER OF THE YEAR AWARD	185.98
1 THE FINER LINE INC	DEPARTMENT AWARDS/ENGRAVING	501.06
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER LYMES TESTING	165.00
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER MEDICATION	22.97
1 HEARTLAND ANIMAL HOSPITAL PC	MAVERICK EXAM/MEDICINE	358.30
1 STATE GRAPHICS	MOTOR VEHICLE TOW REPORTS	898.06
1 WAREHOUSE DIRECT	INK CARTRIDGE	111.56
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	133.78
	<u>INVOICES TOTAL:</u>	<u>2,456.63</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S INC	SAFETY VEST/ADJUSTABLE CAP	780.99
1 STREICHER'S INC	TIE BARS	189.00
	<u>INVOICES TOTAL:</u>	<u>969.99</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	ONLINE SOFTWARE SUBSCRIPTION	231.37
1 THOMSON REUTERS - WEST	ONLINE SOFTWARE SUBSCRIPTION	231.37
	INVOICES TOTAL:	462.74

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JANUARY 23	10,640.25
	INVOICES TOTAL:	10,640.25

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DESK ORGANIZER	32.95
1 AMAZON CAPITAL SERVICES INC	PHONE STANDS	48.96
1 WAREHOUSE DIRECT	USB DRIVES/OFFICE SUPPLIES	132.65
1 WAREHOUSE DIRECT	USB DRIVES/OFFICE SUPPLIES	257.94
1 WAREHOUSE DIRECT	DESK ORGANIZERS/OFFICE SUPPLIES	201.29
	INVOICES TOTAL:	673.79

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FITNESS ROOM SUPPLIES	36.11
	INVOICES TOTAL:	36.11

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRI-TECH FORENSICS INC	MEDICAL SUPPLIES	873.49
	INVOICES TOTAL:	873.49

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHERN ILLINOIS POLICE	ANNUAL MEMBERSHIP DUES	400.00
1 NORTHERN ILLINOIS POLICE	EMERGENCY SERVICES TEAM DUES	5,300.00
1 NORTHERN ILLINOIS POLICE	MOBILE FIELD FORCE DUES	1,385.00
	INVOICES TOTAL:	7,085.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYMBOLARTS LLC	BADGE	95.00
	INVOICES TOTAL:	95.00

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

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

**VILLAGE OF BARTLETT
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1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
	INVOICES TOTAL:	12.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	3,743.76
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,555.07
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	57.50
	INVOICES TOTAL:	5,356.33

524230-SNOW PLOWING CONTRACTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICES	9,650.00
1 VIRGILIO CARDENAS	SNOW REMOVAL SERVICES	3,000.00
1 CORNERSTONE LAND & LAWN INC	SNOW REMOVAL SERVICES	4,800.00
	INVOICES TOTAL:	17,450.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	49.73
	INVOICES TOTAL:	49.73

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL REPAIRS	80.54
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL REPAIRS	32.43
	INVOICES TOTAL:	112.97

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ROSEMARY MARITATO	PUBLIC SIDEWALK REPLACEMENT	320.00
	INVOICES TOTAL:	320.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARLINGTON POWER EQUIPMENT INC	MAINTENANCE SUPPLIES	64.72
1 AUTOZONE INC	MAINTENANCE SUPPLIES	17.98
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	726.82
	INVOICES TOTAL:	809.52

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	CUT OFF SAW	1,325.00
	INVOICES TOTAL:	1,325.00

530160-SAFETY EQUIPMENT

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

VILLAGE OF BARTLETT
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1 MOBILEAR INCORPORATED	AUDIOMETRIC TESTING SERVICES	311.33
	<u>INVOICES TOTAL:</u>	<u>311.33</u>

532010-FUEL PURCHASES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES - JANUARY 23	12,858.88
	<u>INVOICES TOTAL:</u>	<u>12,858.88</u>

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	GAS TANK CAP	25.89
1 ARLINGTON POWER EQUIPMENT INC	MAINTENANCE SUPPLIES	311.66
1 ARLINGTON POWER EQUIPMENT INC	MAINTENANCE SUPPLIES	38.30
1 AUTOZONE INC	MAINTENANCE SUPPLIES	629.42
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	21.98
1 HAWK FORD OF ST CHARLES	MAINTENANCE SUPPLIES	147.16
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	217.76
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	20.58
	<u>INVOICES TOTAL:</u>	<u>1,412.75</u>

534400-STREET MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 3M COMPANY	SIGN MAKING MATERIALS	1,410.60
1 3M COMPANY	SIGN MAKING MATERIALS	591.27
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	785.75
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	435.00
	<u>INVOICES TOTAL:</u>	<u>3,222.62</u>

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 UNIVERSAL FLOOR AND WALL	CHIP FLOOR SYSTEM	1,524.00
	<u>INVOICES TOTAL:</u>	<u>1,524.00</u>

534800-STREET LIGHTS MAINT MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	207.97
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	215.32
1 STEINER ELECTRIC COMPANY	STREET LIGHT POLES	3,440.00
	<u>INVOICES TOTAL:</u>	<u>3,863.29</u>

3000-DEBT SERVICE EXPENDITURES

523700-AGENTS FEES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 UMB BANK N.A.	AGENT FEES/SERIES 2021A	318.00
1 UMB BANK N.A.	AGENT FEES/SERIES 2021B	318.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 636.00

430000-DEVELOPER DEPOSITS FUND

245000-DONATIONS DUE TO LIBRARY

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT PUBLIC LIBRARY	DEVELOPER DONATIONS DISBURSEMENT	6,136.92
	<u>INVOICES TOTAL:</u>	<u>6,136.92</u>

245001-DONATIONS DUE TO FIRE DISTRICT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT FIRE PROTECTION DISTRICT	DEVELOPER DONATIONS DISBURSEMENT	8,484.62
	<u>INVOICES TOTAL:</u>	<u>8,484.62</u>

245002-DONATIONS DUE TO PARK DISTRICT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT PARK DISTRICT	DEVELOPER DONATIONS DISBURSEMENT	24,751.50
	<u>INVOICES TOTAL:</u>	<u>24,751.50</u>

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PULTE HOME COMPANY LLC	BOND REFUND/1726 EASTFIELD DR	8,000.00
	<u>INVOICES TOTAL:</u>	<u>8,000.00</u>

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	96.75
	<u>INVOICES TOTAL:</u>	<u>108.75</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	377.84
	<u>INVOICES TOTAL:</u>	<u>377.84</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	FEBRUARY BILLING 2023	729.83
	<u>INVOICES TOTAL:</u>	<u>729.83</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAXTER & WOODMAN	SOURCE WATER PROTECTION PLAN	545.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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INVOICES TOTAL: 545.00

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	66.58
1 NICOR GAS	GAS BILL	707.04
	<u>INVOICES TOTAL:</u>	<u>773.62</u>

526000-SERVICE TO MAINTAIN VEHICLES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	VEHICLE MAINTENANCE SUPPLIES	589.00
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	52.68
	<u>INVOICES TOTAL:</u>	<u>641.68</u>

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CORE & MAIN LP	MATERIALS & SUPPLIES	3,795.43
1 CORE & MAIN LP	MATERIALS & SUPPLIES	1,447.41
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	1,306.98
	<u>INVOICES TOTAL:</u>	<u>6,549.82</u>

530150-SMALL TOOLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	478.94
	<u>INVOICES TOTAL:</u>	<u>478.94</u>

530160-SAFETY EQUIPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MOBILEAR INCORPORATED	AUDIOMETRIC TESTING SERVICES	311.33
	<u>INVOICES TOTAL:</u>	<u>311.33</u>

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES - JANUARY 23	822.69
	<u>INVOICES TOTAL:</u>	<u>822.69</u>

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 E H WACHS CO	MAINTENANCE SUPPLIES	377.63
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	20.58
	<u>INVOICES TOTAL:</u>	<u>398.21</u>

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 UNIVERSAL FLOOR AND WALL	CHIP FLOOR SYSTEM	1,524.00
	<u>INVOICES TOTAL:</u>	<u>1,524.00</u>

** Indicates pre-issue check.

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5090-WATER CAPITAL PROJECTS EXP

581031-LEAK SURVEY/REPAIR

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	972.00
	INVOICES TOTAL:	972.00

581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL NOTICE/PUMP STATION	144.00
	INVOICES TOTAL:	144.00

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
	INVOICES TOTAL:	12.00

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	FEBRUARY BILLING 2023	729.82
	INVOICES TOTAL:	729.82

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	291.43
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	17.83
	INVOICES TOTAL:	309.26

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	285.39
	INVOICES TOTAL:	285.39

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	7,707.75
1 HAWKINS INC	CHEMICAL SUPPLIES	30.00
	INVOICES TOTAL:	7,737.75

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MOBILEAR INCORPORATED	AUDIOMETRIC TESTING SERVICES	311.34
	INVOICES TOTAL:	311.34

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JANUARY 23	1,044.37
	INVOICES TOTAL:	1,044.37

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRISYS CORPORATION	MAINTENANCE SUPPLIES	665.22
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	19.98
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	20.59
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
	INVOICES TOTAL:	855.79

5190-SEWER CAPITAL PROJECTS EXP

582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TROTTER & ASSOCIATES INC	LIFT STATION REHAB PROJECT	676.00
	INVOICES TOTAL:	676.00

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	1,026,102.77
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF - RPR	28,699.67
1 STRAND ASSOCIATES INC	WRF - CONTRACT ADMIN	32,900.00
1 STRAND ASSOCIATES INC	WRF - START-UP & TRAINING	12,865.00
	INVOICES TOTAL:	1,100,567.44

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	1,435.00
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	2,198.00
	INVOICES TOTAL:	3,633.00

5200-PARKING OPERATING EXPENSES

523800-RENT TO RAILROAD

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRA	QTRLY LEASE PYMT/NOV-JAN 2023	1,120.68
	INVOICES TOTAL:	1,120.68

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	44.86
	INVOICES TOTAL:	44.86

** Indicates pre-issue check.

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5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	50.64
1 JENSEN'S PLUMBING & HEATING INC	HVAC EQUIPMENT MAINTENANCE	2,038.75
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	255.00
INVOICES TOTAL:		2,461.89

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE SPRINKLER REPAIRS	2,460.00
INVOICES TOTAL:		2,460.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	763.08
INVOICES TOTAL:		763.08

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	16.69
INVOICES TOTAL:		16.69

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	254.36
INVOICES TOTAL:		254.36

5560-GOLF RESTAURANT EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 COMMONWEALTH EDISON CO	ELECTRIC BILL	127.18
INVOICES TOTAL:		127.18

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EUCLID BEVERAGE LLC	BEER PURCHASE	274.56
1 GRECO AND SONS INC	FOOD PURCHASE	30.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	555.05
1 TEC COFFEE & FOODS	COFFEE PURCHASE	97.88

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 957.49

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	LINEN SERVICES	149.95
		<u>INVOICES TOTAL: 149.95</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	127.18
		<u>INVOICES TOTAL: 127.18</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	244.22
1 CHICAGO BEVERAGE SYSTEMS LLC	ESTABLISH ESCROW ACCT #62931	1,500.00
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	362.18
1 GRECO AND SONS INC	FOOD PURCHASE	184.54
1 GRECO AND SONS INC	FOOD PURCHASE	268.75
1 GRECO AND SONS INC	FOOD PURCHASE	125.03
1 SYSCO CHICAGO INC	FOOD PURCHASE	1,850.36
		<u>INVOICES TOTAL: 4,535.08</u>

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONVERGINT TECHNOLOGIES LLC	VIDEO EQUIPMENT REPAIRS	760.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	222.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	3,174.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	402.00
		<u>INVOICES TOTAL: 4,558.00</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUELAKE SOFTWARE	KOFAX ANNUAL SUPPORT RENEWAL	3,549.20
1 GRANICUS	VILLAGE WEBSITE HOSTING FEE	7,408.80
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
		<u>INVOICES TOTAL: 15,956.00</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PLERUS	FEBRUARY/MARCH BARTLETTER	4,813.02

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 4,813.02

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	DOOR EQUIPMENT REPAIRS	495.45
<u>INVOICES TOTAL:</u>		<u>495.45</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,243.16
1 COMCAST	INTERNET SERVICE	228.40
<u>INVOICES TOTAL:</u>		<u>4,471.56</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	33.26
<u>INVOICES TOTAL:</u>		<u>33.26</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	305.35
1 WAREHOUSE DIRECT	KLEENEX	59.36
1 WAREHOUSE DIRECT	BATH TISSUE/PLASTIC SPOONS	135.83
<u>INVOICES TOTAL:</u>		<u>500.54</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	119.85
<u>INVOICES TOTAL:</u>		<u>119.85</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRICTLY TECHNOLOGY	UNINTERRUPTIBLE POWER SUPPLIES	2,560.00
<u>INVOICES TOTAL:</u>		<u>2,560.00</u>

GRAND TOTAL: 1,704,008.33

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 3/7/2023

GENERAL FUND	478,933.30
DEBT SERVICE FUND	636.00
DEVELOPER DEPOSITS FUND	47,373.04
WATER FUND	14,377.71
SEWER FUND	1,116,162.16
PARKING FUND	1,165.54
GOLF FUND	11,852.90
CENTRAL SERVICES FUND	33,507.68
GRAND TOTAL	1,704,008.33

** Indicates pre-issue check.

COMMISSION APPOINTMENT

Bike and Run Plan Advisory Committee

Two-Year Term

1. With the advice and consent of the Village Board, I Appoint Jay Doherty to serve a 2-year term on the Bike and Run Plan Advisory Committee beginning March 21, 2023 and expiring March 21, 2025

Motion to Concur to the Appointment of Jay Doherty to the Bike and Run Plan Advisory Committee for a 2-Year Term.



Agenda Item Executive Summary

Item Name Aldi Economic Incentive Agreement Committee or Board Board

BUDGET IMPACT			
Amount:	\$500,000 Total Package	Budgeted	
List what fund	Economic Incentives		
EXECUTIVE SUMMARY			
<p>Attracting a second grocery store to the village has been the top economic development priority for the past nine years since Dominick's Finer Foods closed.</p> <p>Staff has engaged with over a dozen grocers including Aldi for many years in an effort to attract a store to town, culminating in a series of meetings and communications throughout 2022. In a meeting with Aldi executives, Village President Wallace, and the economic development team, we agreed on the attached incentive package to attract a free-standing prototype store to the Streets of Bartlett in downtown.</p> <p>The Incentive Agreement consists of a \$250,000 infrastructure grant for site development, a waiver of all of the Village's customary fees (valued at \$30,000), and a sales tax rebate of 50% of the sales tax revenues collected by the Village until the sum of \$220,000 has been rebated.</p> <p>The attached Economic Incentive Agreement details the conditions and expectations by both the Village and Aldi, Inc., to bring this highly successful grocery store to Downtown Bartlett this year.</p>			
ATTACHMENTS (PLEASE LIST)			
Staff Memo, Resolution, Incentive Agreement with Aldi			

ACTION REQUESTED

- Motion - I Move to Approve RESOLUTION 2023 - __ A RESOLUTION APPROVING OF AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ALDI FOR AN ALDI'S GROCERY STORE

Staff: Tony Fradin, E.D. Coordinator Date: March 1, 2023

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: March 1, 2023
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator *TF*
RE: Aldi Incentive Agreement

BACKGROUND:

Attracting a second grocery store to the village has been the top economic development goal for many years, since Dominick's Finer Foods closed in December of 2013. It has been the most requested business category by residents, who have had only one grocery store option in town for the past nine years.

The Village of Bartlett has contacted numerous grocers over the years in an effort to attract one and have discussed available land sites and vacant spaces in the village with most of the active grocers in the Chicago area market.

Throughout this effort to attract a second store, Aldi maintained interest in expanding into the village, particularly in the downtown area. With the redevelopment and rebranding of Bartlett Plaza to the Streets of Bartlett, Aldi began seriously pursuing a downtown Bartlett location early last year.

INCENTIVE PACKAGE:

Through a series of negotiations over a period of months, Aldi's corporate real estate team and site selectors determined that an incentive package would be required to attract a new free-standing 19,432 +/- SF prototype store to an out lot in the Streets of Bartlett.

The incentive package negotiated includes a site improvement grant for infrastructure, a fee waiver, and a sales tax rebate.

Aldi typically enters into a long-term ground lease, which would be the case in this instance. Mayor Wallace and the economic development team have conducted multiple meetings in an effort to assist the landlord and Aldi come to an agreement over terms of the ground lease.

SITE IMPROVEMENT GRANT:

The village ultimately made an offer of \$250,000 as a site improvement grant payment, to be paid in accordance with the Economic Incentive Agreement. This incentive is in response to Aldi's engineering and building team, who have indicated that their overall site improvement costs typically cost in the \$700,000 to \$800,000 range, but due to current economic factors, the quotes for this site have come back in the \$1 million-plus range.

Due to the proximity of this store to the Aldi corporate offices, this new store will be the newest corporate building design. Given this, it is anticipated that the store will serve as a “flagship” for Aldi’s corporate identity.

FEE WAIVER:

The final calculation of fees has not yet been completed, but the PDS staff estimated it to be around \$30,000 on May 4th, including \$25,784 in building permit fees and \$3,093 in zoning fees. Signage, Fire District fees, road impact fees, consultant fees, required bonds, and attorney fees were not included.

The economic development team proposed a fee waiver to Aldi’s corporate real estate team, who agreed to value this portion of the incentive to be \$30,000.

SALES TAX SHARING AGREEMENT:

Aldi is a privately-held company, thus does not make a practice of sharing sales tax information or projections. Although Aldi has not shared its sales tax projections, we have estimated initial sales to be in the \$12 million range, resulting in sales tax revenues to the village of approximately \$150,000 per year.

We proposed a fifty percent (50%) sales tax revenue sharing agreement until the amount of \$220,000 is rebated to Aldi. By our sales tax revenue estimate, we expect this threshold to be met sometime near the end of the third complete year of operation.

RECOMMENDATION:

Economic Development staff recommends the Village Board to approve the attached economic incentive agreement with Aldi to locate on the Streets of Bartlett Shopping Center property and authorize the Village Administrator to execute the contract documents.

MOTION:

I move to approve RESOLUTION 2023-__ A RESOLUTION APPROVING OF AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ALDI FOR AN ALDI’S GROCERY STORE

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING OF AN ECONOMIC INCENTIVE
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND
ALDI FOR AN ALDI'S GROCERY STORE**

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

SECTION ONE: The Economic Incentive Agreement Between the Village of Bartlett and ALDI for an ALDI's Grocery Store on the Streets of Bartlett Shopping Center Property dated March 7, 2023 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on March 7, 2023, and approved on March 7, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE
OF BARTLETT AND ALDI FOR AN ALDI'S GROCERY STORE
ON THE STREETS OF BARTLETT SHOPPING CENTER PROPERTY**

This Economic Incentive Agreement (the "**Agreement**") is made and entered into this 7th day of March, 2023 by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation of DuPage, Cook and Kane Counties, Illinois (the "**Village**"); and ALDI INC., an Illinois corporation ("**ALDI**").

SECTION I. RECITALS

A. MMAJ, LLC (the "**Landlord**") is the owner of the property 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 A (the "**Streets of Bartlett Shopping Center Property**"), that Landlord has leased to ALDI pursuant to that certain Aldi Ground lease Agreement dated February 28, 2023 (the "**Ground Lease**") with respect to 33,452.12 square feet of a vacant portion thereof which is depicted on the ALTA/NSPS Land Title and Topographic Survey attached hereto as Exhibit B (the "**ALTA Survey**") and legally described on the ALTA Survey under the heading "Legal Description of Proposed Leasehold" and legally described on Exhibit C (the "**Ground Lease Premises**") upon which ALDI intends to construct a 19,432 +/- SF grocery store building, a reconfigured parking lot, and other ancillary improvements, provided it procures the necessary Entitlements as herein defined, and the conditions precedent set forth in the Agreement are satisfied or waived.

B. The Ground Lease between Landlord and ALDI is contingent upon the Village and ALDI entering this Agreement, including (i) the Village issuing a site improvement grant to ALDI in the sum of \$250,000 to pay toward ALDI's site improvements costs (the "**Site Improvement Grant**"); (ii) a waiver of all of the Village's customary development fees and/or permit fees (excluding the Village's third party plan review and inspection fees, if any); and (iii) a sales tax rebate or abatement of 50% of the sales tax dollars received by the Village from the grocery store operations of ALDI on the Ground Lease Premises until the sum of \$220,000 in sales taxes has been rebated to ALDI (the "**ALDI Sales Tax Rebate**"), as more fully set forth in this Agreement, and subject to the conditions herein, to induce ALDI to enter the Ground Lease with Landlord and make an initial investment of at least \$5,000,000 +/- in site improvement costs and grocery store construction costs.

C. The parties hereto acknowledge that ALDI's obligations under the Ground Lease, and the Village's obligations herein, are also contingent upon ALDI applying for and procuring such zoning approval from the Village as may be necessary for it to construct the Project and use the Ground Lease Premises for its intended use as a grocery store, and that ALDI will file a petition by a date certain with the Village (the "**Aldi Zoning Petition**") requesting, among other things, with the consent of Landlord, the owner of the Streets of Bartlett Shopping Center Property, requesting that the corporate authorities of the Village pass an ordinance or ordinances approving such variations, special use permits, planned unit development, planned unit development plans, site plans, and/or amendments to any ordinance that granted a special use permit for the existing planned unit development for the Streets of Bartlett Shopping Center Property (formerly known as "Bartlett Plaza") (the "**Bartlett Plaza PUD**"), existing PUD plan and/or existing site plan for the Streets of Bartlett Shopping Center Property (the "**Entitlements**") for the development of the Project on the Ground Lease Premises. Nothing contained in this Agreement shall be deemed to constitute actual or tacit approval of any

Entitlements, or be construed as tacit approval of any amendment to the existing special use permit for the Bartlett Plaza PUD, PUD Plan, zoning on the Streets of Bartlett Shopping Center Property, or any of them.

D. The Village has adopted a strategic plan in which the addition of a grocery store is a primary goal and much sought after by its residents.

E. The Village corporate authorities are authorized under the provisions of the Illinois Municipal Code at 65 ILCS 5/8-1-2.5, as amended and supplemented from time to time, to appropriate and expend funds for economic development purposes, including without limitation, the "making of grants to any . . . commercial enterprises that are deemed necessary or desirable for the promotion of economic development", within the municipality.

F. The Village is a home rule unit of government.

G. As a home rule unit of government under Section 6(a), Article III, of the 1970 Constitution of the State of Illinois, the Village has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto has the power to encourage private redevelopment in order to enhance the local tax base and create employment opportunities, and to enter into contracts with private parties to achieve those goals.

H. The corporate authorities of a municipality may enter economic incentive agreements relative to the development and redevelopment of property within its corporate limits pursuant to Section 8-11-20 of the Illinois Municipal Code (65 ILCS 5/8-11-20) which authorizes municipalities to agree to share or rebate a portion of any retailers occupation taxes received by a municipality that are generated by the development or redevelopment over a finite period of time based on the following findings:

- (1) That the Ground Lease Premises have remained vacant for at least one year.
- (2) The Project is expected to create and/or retain job opportunities within the Village.
- (3) The Project will serve to further the development of adjacent areas.
- (4) That without the Agreement, the Project would not be possible;
- (5) ALDI meets high standards of credit-worthiness and financial strength as demonstrated by a statement of its cash and cash equivalents and/or other financial information that the Village Finance Director has reviewed, and ALDI will not require any equity financing to pay for the cost of the Project.
- (6) The Project will strengthen the Village's commercial sector.
- (7) The Project will enhance the tax base of the Village.
- (8) This Agreement is made in the best interest of the Village.

I. The Village currently receives municipal retailers' occupation sales tax pursuant to 65 ILCS 5/8-11-20 ("**General Municipal Sales Tax**") in the amount of one percent (1%) of sales, and currently receives home rule municipal retailers' occupation sales tax pursuant to 65

ILCS 5/8-11-1 and 5/8-11-5 ("**Home Rule Sales Tax**"), which combined totals a 2% tax on all sales in the Village.

J. The Village President and Board of Trustees have determined that a portion of the Municipal Sales Tax may be rebated to businesses in the Village in order to provide an incentive to induce desirable businesses to develop commercially zoned property in the Village, and provide businesses and services sought by Village residents which will provide a diverse economic and healthy tax base, all in accordance with 65 ILCS 5/8-11-1, 5/8-11-5, and 5/8-11-20.

SECTION II. INCORPORATIONS OF RECITALS.

The foregoing recitals and findings are incorporated herein as is fully set forth as representing the intent of the parties and as substantive terms, conditions and covenants of this Agreement.

SECTION III. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the following meanings:

A. The term "**Municipal Sales Tax**" shall mean any and all "Municipal retailers' occupation tax", "municipal service occupation tax", "municipal use tax", and "home rule sales tax" as such terms are used in Article 8, Division 11 of the Illinois Municipal Code (including General Municipal Sales Taxes and Home Rule Sales Taxes as defined hereinabove), as the same may, from time to time be amended, and as may be contained in Bartlett Ordinance 2018-18, an ordinance passed pursuant to the Village's home rule authority to impose Home Rule Sales Tax as such term is defined in the Illinois Municipal Code.

B. The term "**Commencement Date**" for purposes of sales tax rebate obligation as provided in Section VII shall mean the first day of January of the calendar year immediately next succeeding the year in which an occupancy permit issues for a completed grocery store on the Ground Lease Premises.

C. The term "**Sales Tax Year(s)**" shall mean the 12 consecutive month period starting on the Commencement Date for purposes of sales tax rebate obligation as provided in Section VII and ending 12 months later.

D. The term "**Sales Tax Revenue**" shall mean the Municipal Sales Tax received by the Village from the Department which was attributable to the operation of a grocery store upon the Ground Lease Premises for the applicable Sales Tax Years.

E. The term "**Municipal Sales Tax Period**" shall consist of 10 consecutive Sales Tax Years starting with 2024 or 2025 and ending with 2034 or 2035 unless sooner terminated because the Village has paid the ALDI Sales Tax Rebate to ALDI.

F. The term "**Department**" shall mean the Illinois Department of Revenue.

G. The term "**Grocery Store Improvements**" shall mean the Site Improvements to be installed by ALDI upon, through or under the Ground Lease Premises and the construction of an approximately 19,432 S.F. grocery store building, and reconfigured parking lot constructed and installed on the Ground Lease Premises in accordance with the amended PUD Plan, Site

Plan, Construction Elevation Plan and other plans for the Project as may be approved by the Zoning Approval Ordinance, and in accordance with the final engineering plans therefor as may be approved by the Village Engineer, and the construction drawings and building plans therefor as may be approved by the Bartlett Building Division Manager, and in accordance with all applicable laws, codes, ordinances and regulations.

H. The ALDI Sales Tax Rebate shall be \$220,000 coming solely from 50% of the Municipal sales tax monies generated by ALDI's grocery store operations on the Ground Lease Premises, and paid by the Department to the Village.

I. The term "**Site Improvements**" shall mean the underground private and public utility improvements, including water main, water service lines and water system improvements, sanitary sewer and sanitary sewer system improvements and appurtenances, storm sewer, storm sewer appurtenances and structures and any detention/retention basins or structures, parking lot and drive improvements and curbs, each on-site and off-site designed to serve the Project constructed and installed in strict accordance with the final engineering plans therefor as may be approved by the Village Engineer, including those constructed.

K. The term "**Project**" shall mean the Site Improvements, including work to be performed and/or improvements to be made by Landlord to the portions of the Streets of Bartlett Shopping Center Property other than the Ground Lease Premises in accordance with the terms of the Ground Lease and all underground utility and other Site Improvements to be constructed and installed by ALDI or its contractors upon, under, through or upon the Ground Lease Premises.

SECTION IV. INTENTIONALLY DELETED

SECTION V. CONDITIONS PRECEDENT TO ALDI'S RECEIPT OF FINANCIAL ASSISTANCE IN THE FORM OF SITE IMPROVEMENT GRANT

The following conditions shall be conditions precedent to the Village's obligation to issue the Site Improvement Grant and to pay the ALDI Sales Tax Rebate to ALDI toward ALDI's site development costs:

- (i) Intentionally deleted.
- (ii) ALDI shall file the Aldi Zoning Petition for the Entitlements with the Village of Bartlett Planning and Development Services Department on or before February 15, 2023.
- (iii) ALDI shall submit final engineering plans for all private and public Site Improvements to the Village Engineer for the Village of Bartlett on or before March 1, 2023.
- (iv) The Village President and Board of Trustees of the Village of Bartlett (collectively, the "**Corporate Authorities**") shall have passed the Zoning Approval Ordinance approving of the Aldi Zoning Petition and granting the Entitlements necessary for ALDI's intended use of the Ground Lease Premises for a grocery store (the "**Zoning Approval Ordinance**") on or before May 2, 2023.

- (v) ALDI shall enter a public improvements completion agreement with the Village (“**PICA**”) for the public Site Improvements and post security therefor as required under the Zoning Approval Ordinance and/or the Bartlett Subdivision and PUD Ordinance (the “**Subdivision Ordinance**”) in an amount equal to ALDI’s professional engineer’s estimate of probable cost for all public improvements, on or before May 16, 2023.
- (vi) ALDI shall apply for a building permit and submit full architectural plans and construction drawings to the Bartlett Building and Code Enforcement Division of the Bartlett Planning and Development Services Department for the Grocery Store Improvements (hereinafter defined) on or before April 18, 2023.
- (vii) Subject to Force Majeure (as defined in Section XI below), ALDI, or its general contractor, or construction manager, shall have substantially completed construction of the Grocery Store Improvements on or before September 1, 2024.

Each of the conditions precedent in this Section V may be extended by mutual written agreement of the parties to this Agreement. For purposes of this Section V, if an extension of any or all of the dates in this Section V is requested in writing by ALDI, the Village Administrator is authorized to extend the dates in subsections (ii) through (vi) inclusive in this Section up to sixty (60) days, and in subsection (vii) of this Section V up to one hundred twenty (120) days, without further formal action of the Corporate Authorities.

SECTION VI. CONDITIONS PRECEDENT TO ALDI’S RECEIPT OF FINANCIAL ASSISTANCE IN THE FORM OF A SALES TAX REBATE

The following conditions shall be conditions precedent to the Village’s obligation to make issue the ALDI Sales Tax Rebate:

- (i) Intentionally deleted.
- (ii)– (vii) The conditions precedent set forth in Section V, subsections (ii) through (vii) inclusive.
- (iii) An occupancy permit for the Grocery Store Improvements shall have issued by the Bartlett Building Division Manager on or before September 1, 2024.
- (iv) ALDI shall have opened and commenced operating a new grocery store upon the Ground Lease Premises on or before September 1, 2024.

Each of the conditions precedent in this Section VI may be extended by mutual written agreement of the parties to this Agreement. For purposes of this Section VI, if an extension of any or all of the above dates in this Section VI is requested in writing by ALDI, the Village Administrator is authorized to extend the dates in each said subsection up to one hundred twenty (120) days without further formal action of the Corporate Authorities.

SECTION VII. SALES TAX REBATE

A. Provided the conditions precedent set forth in Sections IV, V and VI have been satisfied, or waived, the Village shall rebate to ALDI or, if directed by ALDI in writing, to its

Affiliate(s) (or their respective Permitted Assignee(s), or to such other person to whom ALDI may assign its rights hereunder by written notice to, and with the consent by the Village, which consent shall not be unreasonably withheld, conditioned or delayed (any Permitted Assignee and any other assignee consented to by the Village being collectively called an “**Assignee**”) fifty percent (50%) of the Sales Tax Revenue actually received by the Village with respect to sales made from the Ground Lease Premises during the Sales Tax Participation Period, with payment to be made semi-annually to ALDI within 30 days after the actual receipt by the Village from the Department of the Village’s distributive share of such Sales Tax Revenue, provided, however, the first Sales Tax Rebate in the first Sales Tax Year shall be due no earlier than the first June 30 date or December 31 date, as the case may be, which is at least six (6) months from the issuance of the Certificate of Occupancy for the Grocery Store Improvements. The Village shall provide ALDI or the Affiliate with a semi-annual report of all Sales Tax Revenue generated by the Affiliate and actually received by the Village for the preceding semi-annual period.

B. Notwithstanding any other provision of this Agreement to the contrary, it is agreed and understood that the Village’s obligation under this Agreement to rebate a portion of Sales Tax Revenues shall not be a general debt of the Village on or a charge against its general credit or taxing powers, and shall constitute a special limited obligation payable solely and only out of the Sales Tax Revenues received by the Village. ALDI and the Affiliate shall have no right, and agree that it shall not, compel any exercise of the taxing power of the Village to pay the Sales Tax Revenues rebates, and no execution of any claim, demand, cause of action, or judgment shall be levied upon or collected from the general credit, general funds, or any other property of the Village other than with respect to Sales Tax Revenue collected by the Village and not rebated to the Affiliate, ALDI, or to a Permitted Assignee, as required by this Agreement (“**Delinquent Rebate Payments**”). The obligation of the Village to make payments of (rebate) a portion of Sales Tax Revenues by the Village to ALDI, the Affiliate, or to a Permitted Assignee as provided for in this Agreement shall not constitute an indebtedness of the Village or a loan or a liability of the Village within the meaning of any constitutional or statutory provision, except to the extent of any Delinquent Rebate Payments, as to which the ALDI, the Affiliate and or a Permitted Assignee shall have the right to seek and enforce a judgment against the Village for the payment thereof. No interest shall be due, owing or paid by the Village with respect to the rebate of any Sales Tax Rebate except with respect to any Delinquent Rebate Payments, as to which interest at the Prime Rate of interest (as from time to time published and announced by the *Wall Street Journal*) shall be payable by the Village.

C. ALDI and the Affiliate, if applicable, hereby represent that, to ALDI’s actual knowledge: (i) the Sales Tax Revenue to be shared with ALDI or the Affiliate pursuant to this Section VII and reported to the Illinois Department of Revenue pursuant to Section VIII below would not have been payable to another unit of local government but for this Agreement; and (ii) the sales tax sharing provisions contained in this Agreement do not violate the provisions of 65 ILCS 5/8-11-21.

SECTION VIII. SALES TAX REPORTS

A. ALDI or the Affiliate shall make written request that the Local Tax Division of the Department (“**LTD-IDOR**”), or such successor to such agency, supply to the Village on a semi-annual or more frequent basis a report itemizing and certifying the amount of Sales Tax Revenues received by the Village from all such grocery store operations during the period covered by the said report (with such report from the LTD-IDOR certifying the amount of Sales Tax Revenue received by the Village from the operation of Aldi grocery store on the Ground

Lease Premises being hereinafter referred to as a “**IDOR Sales Tax Revenue Certification Report**”.

B. ALDI or the Affiliate shall take reasonable actions as may reasonably be necessary in order for the Village to obtain the information to insure the accurate calculation of Sales Tax Revenues from sales occurring on or from the Ground Lease Premises.

C. ALDI or the Affiliate shall supply or cause to be supplied to the Village appropriate authorizations for the Department to provide such information, including copies of filings with the Department made by ALDI with respect to sales from the Ground Lease Premises.

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

E. ALDI or the Affiliate shall, upon written request of the Village, provide to the Village copies of any form ST-1 or form ST-556, or any successor reporting forms, filed with the Department regarding the new grocery store operations on the Ground Lease Premises.

F. INTENTIONALLY DELETED.

G. To the extent permitted by law, the Village shall maintain the confidentiality of all information and reports provided to the Village in connection with the sales and Sales Tax Revenues generated from operations on the Ground Lease Premises. In addition, prior to any payments to ALDI or the Affiliate pursuant to this Agreement, ALDI or the Affiliate shall provide, or cause the Village to be provided with properly executed authorizations to the State of Illinois granting the Village the right to access the Sales Tax records of ALDI or the Affiliate. ALDI acknowledges and agrees that the provisions of this Agreement shall be a matter of public record, as shall any and all payments made by the Village to ALDI pursuant to this Agreement, and that such information is subject to the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.) (the “**FOIA**”).

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

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

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

SECTION IX. SALES TAX INCENTIVE PAYMENT MECHANISM

A. Provided the conditions precedent in Sections IV, V and VI have either been satisfied or waived, the Village shall remit in full to ALDI, or the Affiliate, or if directed in writing by ALDI to do so, to its designee, the share of the Sales Tax Revenue to which ALDI or the Affiliate is entitled as determined in Section VII.A., *supra*. The Village shall be liable to ALDI or the Affiliate for disbursement of monies hereunder only to the extent of the Sales Tax Revenue generated by ALDI by virtue of the operation of ALDI's grocery store on the Ground Lease Premises and actually received by the Village from the Department, provided, however, the Village reserves the right to make such earlier and/or additional payments in such amounts and at such times as the Village, in its sole discretion, deems appropriate. Any payments due ALDI or the Affiliate pursuant to this Agreement shall be reduced by an amount equal to all collection fees imposed upon the Village by the State of Illinois or the Department or other applicable governmental agency or body, for collection of Sales Tax Revenue generated by the operation of ALDI's grocery store on the Ground Lease Premises, provided, however, such reductions shall not reduce the amount of the ALDI Sales tax Rebate.

B. Changes in Law. The parties acknowledge that the Agreement to distribute Municipal Sales Tax Revenues as herein provided is predicated on existing law in the State of Illinois providing for the payment to Illinois municipalities of one percent (1%) of the General Municipal Sales Taxes generated within each such municipality, and for municipalities that have imposed by ordinance, such as the Village, a one per cent (1%) Home Rule Sales Tax. The General Assembly of the State of Illinois, from time to time, has considered modifying or eliminating the distribution of sales tax revenues to Illinois municipalities. The parties desire to make express provision for the effect of such potential legislative change upon the operation of this Agreement. Accordingly, the parties agree as follows:

- (1) The Village shall not, under any circumstances, be required to impose a Village sales tax or keep in place a Home Rule Sales Tax, or other tax for providing a source of funds for the distributions of Sales Tax Revenue herein contemplated ("**Sales Tax Distributions**").
- (2) Pursuant to and through an exercise of any home rule authority, the Village, as of the date of this Agreement, imposes a one percent (1%) Home Rule Sales Tax and the revenues thereby generated shall not be subject to and included the Sales Tax Distributions herein provided for except to the extent provided otherwise in subsection (6) hereof.
- (3) Should the Illinois General Assembly hereafter and during the Municipal Sales Tax Period eliminate the distribution of sales tax revenues to Illinois municipalities, or otherwise alter the distribution formula in a manner which prevents the Village and ALDI from being able to ascertain with specificity the amount of Municipal Sales Tax Revenues being received by the Village as a direct result of the retail sales activities generated by ALDI on the Ground Lease Premises, the Village shall have no obligation to make Sales Tax Distributions to ALDI based upon the retail sales activities generated by ALDI on the Ground Lease Premises, except to the extent provided otherwise in subsection (6) hereof. In such instance, ALDI shall have the option to terminate this Agreement unless it has received the entire ALDI Sales Tax Rebate hereunder without the requirement of repayment of any sums received by ALDI.

- (4) Should the Illinois General Assembly hereafter and during the Municipal Sales Tax Period increase the percentage of sales tax revenues distributed to Illinois municipalities, the Sales Tax Distributions provided for herein shall continue but shall apply solely to the amount of General Municipal Sales Tax revenues equal to one percent (1%) of retail sales activities of ALDI on the Ground Lease Premises, and 50% of the Home Rule Sales Tax imposed by the Village (currently an additional one per cent (1%) with such distribution continuing to be made in accordance with the distribution formula contained in this Agreement.
- (5) Should the Illinois General Assembly hereafter and during the Municipal Sales Tax Period reduce the percentage of sales tax revenues distributed to Illinois municipalities Sales Tax Distributions provided for herein shall continue but solely to the extent of Municipal Sales Tax Revenues generated from retail sales ALDI on the Ground Lease Premises with such distribution continuing to be made in accordance with the distribution formula contained in this Agreement.
- (6) Should the Illinois General Assembly hereafter and during the Municipal Sales Tax Period eliminate, reduce or alter the formula for the distribution of sales tax revenues, as contemplated in subsections (3) or (5) hereof, and should the Village, during any such period of elimination, reduction or non-attributability occurring within the Municipal Sales Tax Period through an exercise of any home rule authority eliminate, reduce or increase its home rule sales tax, impose a Village sales tax on retail sales activities occurring within the Village's boundaries, and provided the amount of sales tax revenues generated by businesses located on the Ground Lease Premises can thereafter be determined with specificity, then 50% of the sales tax revenues generated by the retail sales activities of all businesses located on the Ground Lease Premises, shall be distributed in accordance with the distribution formula contained in this Agreement (subject to the limitations of subsections (3) and (5) hereof).

SECTION X. CASUALTY/EXTENSION OF SALES TAX PARTICIPATION PERIOD

If ALDI or the Affiliate's retail operations on the Ground Lease Premises operated by ALDI cease due to casualty or other causes constituting Force Majeure (other than contested loss of franchise rights), then, in each case, provided the conditions set forth in Sections IV, V and VI hereof have been satisfied or waived, the Sales Tax Participation Period of this Agreement shall be automatically extended for a period equal to the period commencing on the date of said casualty, or the date said Force Majeure commences (as applicable), through the date of final completion of the reconstruction of said improvements, or the date of cessation of said Force Majeure (if applicable), and the Village's payment obligations hereunder shall, with respect to the Sales Tax Revenue arising or accruing during said extended Sales Tax Participation Period, continue for said period.

SECTION XI. FORCE MAJEURE

Performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to any of the following (each an event of "**Force Majeure**"): war, insurrection, strikes, lockouts, riots, sabotage, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, shortages of materials, extraordinary restrictive governmental laws or regulations (such as gas rationing), weather that delays construction, epidemics, quarantine restrictions, freight embargoes or lack of transportation, or the delay in procuring needed permits for which

good faith application has been made and diligently prosecuted by such delayed party, or litigation or administrative challenges which prevent such party's performance hereunder, and which are being diligently defended against or resisted by the Owner or the Affiliate, and/or any other delay beyond the reasonable control of the delayed party. An extension of time for any such cause shall be for the period of the delay, which period shall commence to run from the time of the commencement of the cause, provided that written notice by the party claiming such extension is sent to the other party not more than 30 days after the commencement of the cause or not more than 30 days after the party claiming such extension could have first reasonably recognized the commencement of the cause, whichever is later. Force Majeure shall apply to all provisions of this Agreement regardless of whether or not the same is referenced or invoked in such provision.

SECTION XII. INDEMNIFICATION

In the event that a claim is made against the Village, its officers, officials, agents and employees or any of them (or if the Village, its officers, officials, agents and employees or any of them, is made a party-defendant in any proceeding) arising out of or in connection with (a) this Agreement, or (b) a claim is made under 65 ILCS 5/8-11-21 in each such case hereafter collectively called a "**Section 21 Claim**", ALDI and the Affiliate shall be jointly and severally obligated to defend and hold the Village, its officers, officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys' fees. The Village and its officers, officials, agents and employees shall cooperate in the defense of such proceedings and be available for any litigation-related appearances which may be required. The foregoing indemnity by ALDI and any other indemnity given by ALDI herein are conditioned upon: (I) the Village giving ALDI reasonably prompt notice in writing after the Village learns of an incident or event for which the village is making an indemnity claim; and, (II) the Village permitting ALDI to have reasonable control of defense of such matter (with counsel reasonably acceptable to the Village). Further, ALDI and the Affiliate shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, with the prior approval or consent of the Village, its officers, agents and employees as the case may be, provided the Village shall not be required to contribute to such settlement. Nothing in this Section XII or elsewhere in this Agreement shall obligate ALDI or the Affiliates to pay or reimburse the Village for any Sales Tax Revenue that is never received by the Village as a result of any Section 21 Claim.

SECTION XIII. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. If applicable, ALDI represents and warrants the following, to ALDI's actual knowledge, as of the date hereof:

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

instrument or documents to which ALDI is a party or by which the Affiliate is now or may become bound.

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

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

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

SECTION XIV. VILLAGE APPROVAL

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

SECTION XV. DEFAULT: REMEDIES

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

default. If the defaulting party commences to cure the default within the second sixty (60) day period and proceeds with due diligence, then such party shall not be deemed in default under this Agreement.

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

C. During such time (if ever) as ALDI may be in material default in the performance of any of its obligations to the Village under this Agreement that does not involve a violation, breach or default (hereafter a "**General Code Violation**") by ALDI with respect to any general zoning, building, property maintenance or other Village ordinance or code of general applicability to commercial properties throughout the Village, (which General Code Violation shall not be deemed to be a material breach by ALDI under this Economic Incentive Agreement and which the parties hereto agree shall be addressed by the Village through its general code enforcement provisions and procedures and not through the exercise of any remedies under this Agreement) hereunder beyond the expiration of any applicable cure period (the "**Continuing Default Period**"), then, in addition to seeking to compel compliance by ALDI through equitable remedies, (i) ALDI and the Affiliate shall be deemed to have forfeited its right to share in any Sales Tax Revenue under section VII.A. above during the Continuing Default Period ("**Default Period Forfeiture**") and (ii) the Village may retain 100% of such Sales Tax Revenue arising from sales during such Continuing Default Period; it being understood and agreed, however, that once such default is cured, the right of ALDI to share in Sales Tax Revenue from sales occurring after such cure shall again be restored and the amount of the ALDI Sales Tax Rebate shall not be reduced.

D. It is the express intention of the Parties that no breach by ALDI, or its Permitted Assignee, or the Affiliate involving (i) a breach any other code or ordinance of the Village, or (ii) a breach of any provision of this Agreement shall give rise to any right on the part of the Village to terminate this Agreement. For the absence of ambiguity, for any breach by ALDI, or its Permitted Assignee or the Affiliate, the Village's remedies shall not include the right to terminate this Agreement or to permanently discontinue the payment of Sales Tax Rebates.

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

F. Should ALDI be in default of this Agreement (subject to the notice and cure periods set forth in this Agreement), the Village's duty to make the Sales Tax Distributions during such period of non-compliance shall cease. Except in the case of an Abandonment Event as defined in subsection A.(2) of this Section XV, if at any time during the balance of the term of this Agreement or the Municipal Sales Tax Period, as appropriate, ALDI shall cure such default, the Village's duty to make Sales Tax Distributions as herein provided for shall again become effective. If the Village's duty to make Sales Tax Distributions becomes effective again after a period of default, the Sales Tax Distributions payable to ALDI, shall reflect Municipal Sales Tax revenues generated by retail sales activities by ALDI sales occurring on the Ground Lease Premises during such period of default provided such Municipal Sales Tax revenues are actually received by the Village from the Department.

SECTION XVI. INTENTIONALLY DELETED

SECTION XVII. ENTIRE AGREEMENT

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

SECTION XVIII. SURVIVAL OF TERMS, BINDING UPON SUCCESSORS

The covenants, terms, conditions, representations, warranties, agreements and undertakings set forth in this Agreement (and specifically including, without limitation, those covenants, terms, conditions, representations, warranties, agreements and undertakings which survive the termination of this Agreement) shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, lessees and legal representatives, provided, however, an assignment by ALDI or the Affiliate of this Agreement, or any part thereof, to other than its respective Permitted Assignee shall require the express written consent of the Village, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION XIX. GOVERNING LAW

The validity, meaning the effect of this Agreement, shall be determined in accordance with the laws and ordinances of the State of Illinois, County of Cook (if applicable) and the Village of Bartlett.

SECTION XX. SUPPLEMENTAL AGREEMENTS

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

SECTION XXI. SEVERABILITY

If any provision, condition, covenant or other clause, sentence or phrase of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised and the invalidity thereof shall not affect any other provision, condition, covenant or other clause, sentence or phrase contained herein. Notwithstanding the foregoing, if any such invalid provision goes to the essence of this Agreement so that the purposes of the Agreement

cannot be fulfilled, then this Agreement shall terminate as of the date of such final, non-appealable judgment order.

SECTION XXII. AMENDMENTS

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

SECTION XXIII. THIRD PARTIES

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

SECTION XXIV. CONFIDENTIALITY

The Village, to the fullest extent permitted by law, shall treat information received by it pursuant to this Agreement, as confidential proprietary business information under the Illinois Freedom of Information Act, and, to the extent the Village is required to disclose such information, it shall limit such disclosure so that proprietary information of ALDI is protected and kept confidential.

SECTION XXV. ASSIGNMENT OF RIGHTS

The Village acknowledges that ALDI is providing, or causing to be provided, a portion of the financing necessary to complete the Project, and that payments made to ALDI pursuant to this Agreement are intended to partially reimburse ALDI or its Affiliate for the costs they, or it, or any of them, incurs in undertaking such activities. The terms of this Agreement apply and bind to the successors and assignees of the Village. This Agreement may not be assigned by ALDI without the prior written approval of the Corporate Authorities of the Village, which approval shall not be unreasonably withheld upon the presentation of a proposed assignee with adequate experience and funding who agrees to be bound by this Agreement, and to operate the new Aldi grocery store on the Ground Lease Premises or another grocery store operator satisfactory to the Village Corporate Authorities, in its sole discretion.

SECTION XXVI. ANNUAL APPROPRIATION

Where required by law and as is consistent with the concept that the amounts due under this Agreement are not a general debt of the Village but only a reimbursement obligation based on sales tax generated by ALDI on the Ground Lease Premises, the Village shall provide for payments required under this Agreement by annual appropriation in its annual budget ordinance for the fiscal year in which such payment is likely to occur.

SECTION XXVII. NOTICES

All notices and requests required pursuant to this Agreement shall be sent as follows:

If to the Village: Village Administrator
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

With a copy to: Village of Bartlett Attorney
Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, Illinois 60172

If to ALDI: ALDI INC.
1200 North Kirk Road
Batavia, IL 60510
Attention: Chris Stair, Director of Real Estate
Email: chris.stair@aldi.us

With a copy to: Kayne Law Group, CO., P.A.
612 Park Street, Suite 100
Columbus, OH 43215
Attention: Jacob Worrel, Esq.
Email: jworrel@kaynelaw.com

or at such addresses as the parties may indicate in writing to the other either by personal delivery, overnight courier or by certified or registered mail, return receipt requested, all with proof of delivery thereof.

SECTION XXVIII. LIMITED LIABILITY OF CORPORATE AUTHORITIES

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

SECTION XXIV. MISCELLANEOUS

- A. **Time.** Time is of the essence under this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.
- B. **Binding Effect.** Subject to the limitations set forth in Section V (J) this Agreement shall inure to the benefit of and shall be binding upon the Village, ALDI, their respective successors and assigns.
- C. **Prior negotiations.** All prior negotiations between the parties are incorporated into this Agreement and there are no other agreements or understandings related to the subject matter of this Agreement between them.

- D. **Amendment.** This Agreement may not be modified revised or amended in any way except by written document approved and executed by the mutual agreement between the parties.
- E. **Waiver. No inaction or course of conduct by either party shall be interpreted to waive, release, amend or otherwise alter any term, covenant, or provisions of this Agreement. No written waiver by any party to any term, covenant this Agreement shall constitute or be interpreted to constitute a waiver of any other term, covenant or provision of this Agreement.**
- F. **Jurisdiction and Venue.** Exclusive jurisdiction to resolve any and all disputes related to this agreement shall be in the State Court of Illinois and venue shall be in the Circuit Court of the 18th Judicial Circuit, DuPage County, Illinois.
- G. **Illinois Law.** This Agreement shall be governed and construed in accordance with the internal laws of the State of Illinois.
- H. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which, together, shall constitute one and the same agreement. Further, photocopies, facsimile transmissions and other reproductions of this Agreement and / or the signatures hereon shall be the equivalent of originals.
- I. **Estoppel Certificates.** The Village agrees from time to time, within ten (10) business days after request of ALDI, to deliver to ALDI, or ALDI's designee, an estoppel certificate stating that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect), the period with respect to which Sales Tax Rebates have been paid to ALDI and the aggregate amount of such Sales Tax Rebates paid to such date, that ALDI is not in default hereunder (or if in default, the nature and extent of such default), and that neither ALDI nor the Affiliate has assigned its rights or interests hereunder.
- J. **Consequential, Special, and Punitive Damages.** Notwithstanding any provision of this Agreement to the contrary, the Village and ALDI waive any and all consequential, special, and/or punitive damages it may have against the other arising from a breach of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

VILLAGE OF BARTLETT

ALDI INC.

By: _____
Kevin Wallace, Village President

By: _____
Name: _____
Title: _____

Attest:

Attest:

Lorna Giles, Village Clerk

_____, Secretary

EXHIBIT A

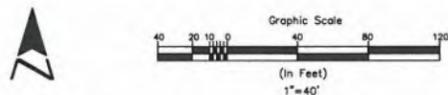
LEGAL DESCRIPTION OF THE STREETS OF BARTLETT SHOPPING CENTER

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 10435526, IN COOK COUNTY, ILLINOIS.

ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY

BY
GENTILE AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

550 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE : (630) 916-8282



LEGAL DESCRIPTION OF UNDERLYING SHOPPING CENTER PROPERTY PER VESTING DEED
RECORDED AS DOC. NO. 10435526
P. 1. N. 06-35-317-042-0000; 06-35-318-047-0000

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. D. 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, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF PROPOSED LEASEHOLD

THAT PART OF LOTS 16, 18 TO 23 IN BLOCK 18 IN H. D. 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

LEGEND

- TREE WITH TRUNK DIAM. SIZE
- TELEPHONE PEDESTAL
- ELECTRIC METER
- ELECTRIC PEDESTAL
- HANDHOLE
- UTILITY POLE
- LIGHT POLES
- STORM SEWER MANHOLE
- BEEHIVE CATCH BASIN
- CURB CATCH BASIN
- CATCH BASIN
- INLET
- DOWNSPOUT INTO PIPE
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- WATER VALVE VAULT
- WATER SHUTOFF VALVE WITH 8" CASING
- SIGN POST
- ACCESS EASEMENT PER DOC. NO. 048727029
- OVERHEAD WIRES (# OF WIRES)
- STORM SEWER
- SANITARY SEWER
- GAS MAIN
- WATER MAIN
- XXXXX GROUND ELEVATION
- XXXXXX PAVEMENT ELEVATION
- FIN/FL = FINISHED FLOOR ELEVATION
- 1/TON = TOP OF FOUNDATION ELEVATION
- CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- EASEMENT FOR ELEC. & TELE. PER DOC. NO. 23300516
- EASEMENT FOR NORTHERN ILLINOIS GAS CO. PER DOC. NO. 89591586
- EASEMENT PER DOCUMENT 048727029
- EASEMENT PER DOCUMENT 10435526

NOTES:
THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED BY THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE ANY EXCAVATION BEGINS ALL UTILITY COMPANIES SERVING THE PROPERTY SHOULD BE CONTACTED FOR VERIFICATION OF FIELD LOCATION.

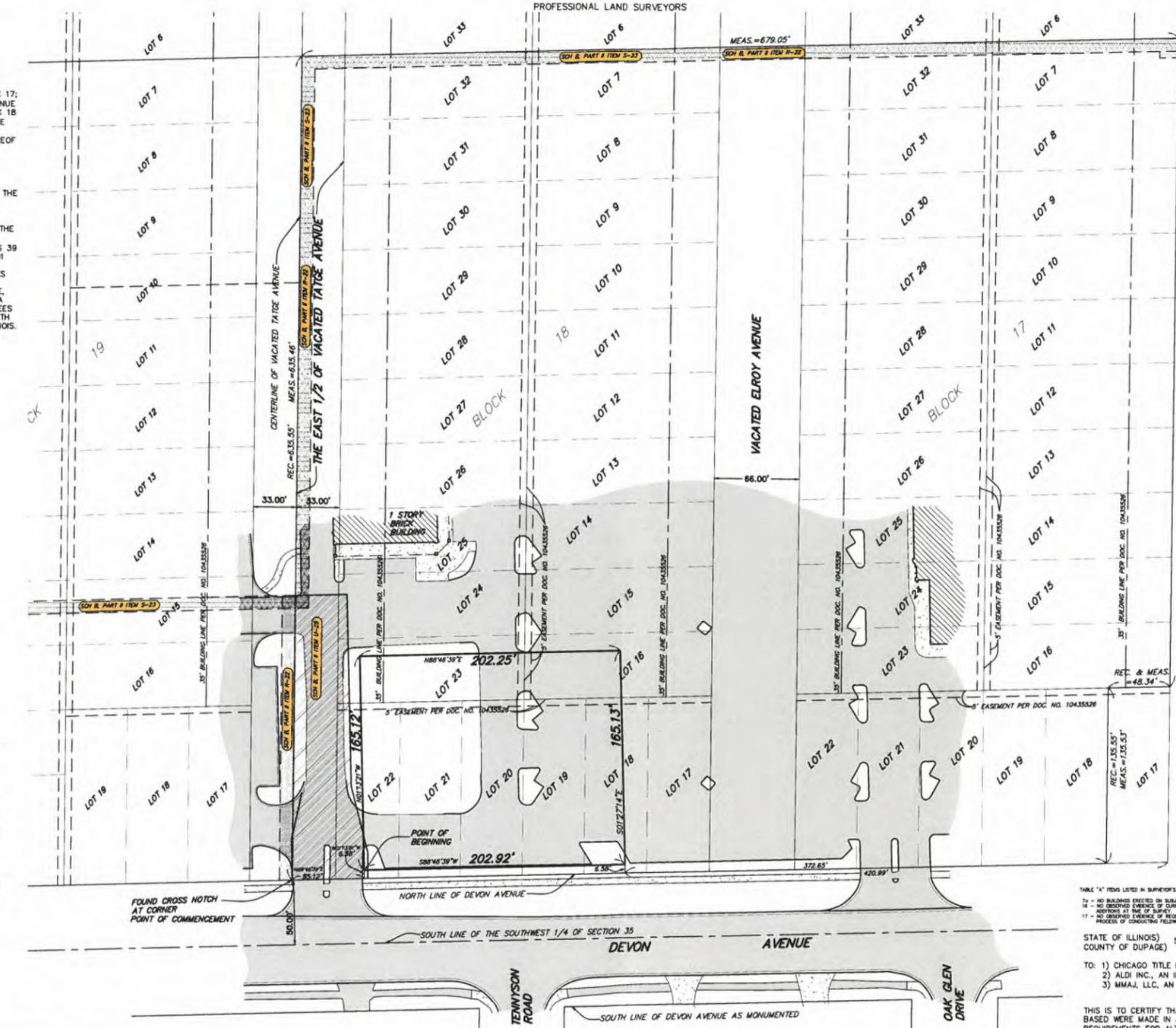
BASIS OF BEARINGS: ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE
BENCHMARK: NGS PID M70066
TO REACH THE STATION FROM THE OVERPASS INTERSECTION OF US ROUTE 20 (LAKE STREET) AND 5TH 59.00 1.0 MILES (1.6 KILOMETER) EAST ALONG ROUTE 20 (LAKE STREET) TO OAK AVENUE, 90 SOUTH ON OAK AVENUE 0.7 MILES (1.1 KILOMETER) TO OREGA AVENUE, HEAD WEST ON OREGA TO THE INTERSECTION OF OREGA AVENUE AND HICKORY AVENUE. THE STATION IS 87 FEET (26.5 METERS) WEST OF THE CENTERLINE OF HICKORY AND 34.00 FEET (10.4 METERS) SOUTH OF THE CENTERLINE OF OREGA AVENUE. THE MONUMENT IS A STANDARD 4 INCH (100 MM) BRONZE DISK SET IN THE NORTH FACE OF THE BRICK WALL OF THE BUILDING AND 0.85 FEET (0.3 METERS) EAST OF THE NORTHWEST CORNER. THE DISK IS LEVEL WITH THE SURFACE.
ELEVATION = 807.45 (NAVD 88 DATUM)
SITE BENCHMARK: TAG BOLT ON FIRE HYDRANT LOCATED NEAR THE SOUTHEAST CORNER OF PASTA WIA.
ELEVATION=791.82
MATTERS OF TITLE PERTAIN TO CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER C042208312LD DATED DECEMBER 2, 2022. SURVEY RELATED SCHEDULE B ITEMS LISTED AS FOLLOWS:
R-22) AN EASEMENT FOR ELECTRIC AND TELEPHONE FACILITIES PER DOCUMENT 23300516, PLOTTED AND SHOWN HEREON.
E-23) GRANT OF EASEMENT INTO THE NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, PER DOCUMENT 89591586, PLOTTED AND SHOWN HEREON.
U-25) GRANT OF ACCESS EASEMENT PER DOCUMENT 048727029, PLOTTED AND SHOWN HEREON.

FLOOD ZONE CLASSIFICATION:
UPON INSPECTION OF FLOOD INSURANCE RATE MAP NO. 17043C00311, COMMUNITY NUMBER 170059, DATED AUGUST 1, 2019, SUBJECT PROPERTY LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN).

BASE SCALE : 1 INCH = 40 FEET
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF
ORDERED BY : **EWG ENGINEERING, LLC**
DRAWN BY : **MMG**
CHECKED BY : **JEG**
SURVEYED BY : **LR-RWG**

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

ORDER NO. **22-22600-23 ALTA REV 1**
SHEET 1 OF 5



NO.	DATE	DESCRIPTION	BY
1	02/09/2023	LOT CONFIGURATION REVISED PER EMAIL DATED 01/26/2023	MMG

EXHIBIT B

TABLE "A" ITEMS LISTED IN SURVEYOR'S CERTIFICATE NOT OTHERWISE SHOWN HEREON:
7a - NO BUILDING ERECTED ON SUBJECT PROPERTY (VACANT)
7b - NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADJUSTMENTS AT TIME OF SURVEY
17 - NO OBSERVED EVIDENCE OF PRESENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING FIELDWORK
STATE OF (ILLINOIS) S.S.
COUNTY OF (DUPAGE)

TO: 1) CHICAGO TITLE INSURANCE COMPANY
2) ALDI INC., AN ILLINOIS CORPORATION
3) MMAJ, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7a, 8, 9, 11, 14, 16 AND 17 OF TABLE A THEREOF.
THE FIELD WORK WAS COMPLETED ON DECEMBER 13, A.D. 2022.
DATE OF PLAT: DECEMBER 22, A.D. 2022
BY: *Joseph P. Gentile*
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925
MY LICENSE EXPIRES NOVEMBER 30, 2024
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002870



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



Agenda Item Executive Summary

Item Name Country Creek Streambank Stabilization Consulting Services Committee or Board Board

BUDGET IMPACT			
Amount:	\$57,220	Budgeted	\$75,000
List what fund	General (Stormwater)		
EXECUTIVE SUMMARY			
<p>As discussed during the capital budget presentations at the Village Board, Staff has been made aware of the creek behind homes along Country and Redwood Drive. The creek is currently eroding, causing steep drop-offs and potential structure failures along the approximate 1,500 linear feet of creek. Staff sent out a request for statement of interest to three (3) different engineering firms. Staff met each of them out on site, with permission from some homeowners to observe the current creek conditions, and discuss potential solutions. Staff reviewed the Statements of Interest, considered current workloads of the firms both within the Village and surrounding areas and past projects of similar size and scope.</p> <p>HLR has submitted a proposal to perform the Phase I Engineering Services for the Country Creek Streambank Stabilization. The proposal includes agency coordination, concept planning and resident coordination. The proposal will also include survey work, concept design work and looking into different funding options for the project. The proposal and agreement are attached for your review.</p>			
RECOMMENDATION			
<p>Staff recommends entering into the professional services agreement between Hampton, Lenzini and Renwick, Inc. and the Village of Bartlett for the Phase I Engineering Services for the Country Creek Streambank Stabilization Project.</p>			
ATTACHMENTS (PLEASE LIST)			
<p>Memo Resolution Agreement</p>			

ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: **MOTION TO APPROVE RESOLUTION #2023-____-R, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND HAMPTON, LENZINI AND RENWICK, INC. FOR THE COUNTRY CREEK STREAMBANK STABILIZATION PHASE I ENGINEERING**

Staff: Tyler Isham, Assistant Director of Public Works Date: 2/27/2023

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Country Creek Streambank Stabilization Consulting Services**
Date: February 27, 2023

BACKGROUND

As discussed during the capital budget presentations at the Village Board, Staff has been made aware of the creek behind homes along Country and Redwood Drive. The creek is currently eroding, causing steep drop-offs and potential structure failures along the approximate 1,500 linear feet of creek. Staff sent out a request for statement of interest to three (3) different engineering firms; Christopher B. Burke Engineering, Ltd. (CBBEL), Baxter & Woodman and Hampton, Lenzini and Renwick, Inc. (HLR). Staff met each of them out on site, with permission from some homeowners to observe the current creek conditions, and discuss potential solutions. Staff reviewed the Statements of Interest, considered current workloads of the firms both within the Village and surrounding areas and past projects of similar size and scope. After careful consideration, Staff requested a proposal from HLR.

DISCUSSION

HLR has submitted a proposal to perform the Phase I Engineering Services for the Country Creek Streambank Stabilization. The proposal includes agency coordination, concept planning and resident coordination. The proposal will also include survey work, concept design work and looking into different funding options for the project. The proposal and agreement are attached for your review.

RECOMMENDATION

Staff recommends entering into the professional services agreement between Hampton, Lenzini and Renwick, Inc. and the Village of Bartlett for the Phase I Engineering Services for the Country Creek Streambank Stabilization Project.

MOTION

I MOVE TO APPROVE RESOLUTION #2023-____-R, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND HAMPTON, LENZINI AND RENWICK, INC. FOR THE COUNTRY CREEK STREAMBANK STABILIZATION PHASE I ENGINEERING

RESOLUTION 2023 - _____-R

**A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND HAMPTON, LENZINI AND RENWICK,
INC. FOR THE COUNTRY CREEK STREAMBANK STABILIZATION PHASE I
ENGINEERING**

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

SECTION ONE: The Agreement dated March 7, 2023, between the Village of Bartlett and Hampton, Lenzini and Renwick. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: **March 7, 2023**

APPROVED: **March 7, 2023**

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____-R enacted on March 7, 2023 and approved on March 7, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltrengineering.com

February 11, 2023

Mr. Tyler Isham
Assistant Public Works Director
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

Re: Consulting Services Agreement – Country Creek Streambank Stabilization Phase 1 Engineering

Dear Mr. Isham:

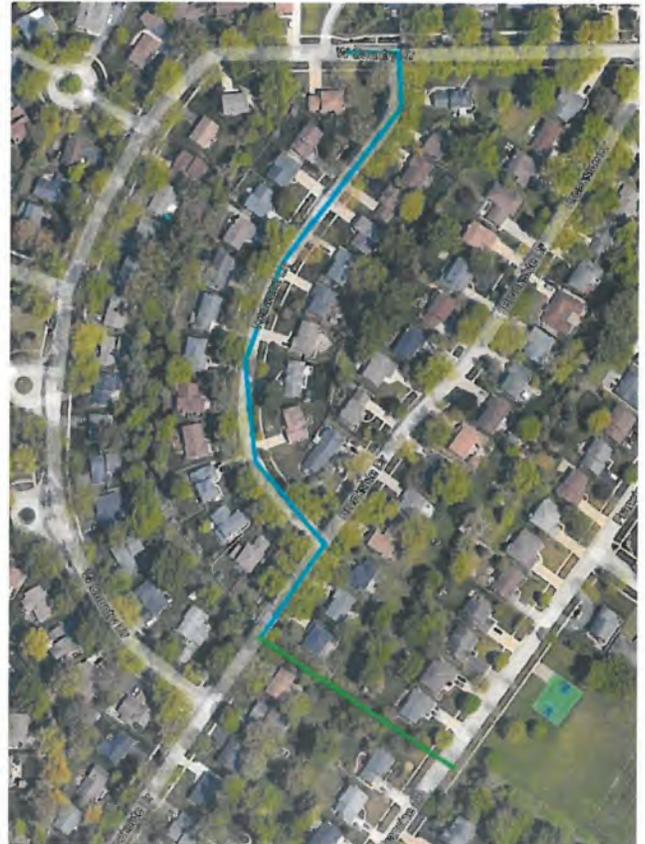
Hampton, Lenzini and Renwick, Inc. (HLR) has prepared this proposal letter agreement to complete the preliminary/conceptual engineering for the Country Creek stabilization project. The project is the section of Country Creek located between West Country Drive and Francine Drive, west of Redwood Lane, in Bartlett, DuPage County, Illinois. Approximately 1,500 linear feet of creek is being evaluated as part of this project. The stream is owned by individual resident as part of their home lots. There is an existing easement present in most of the properties, however the existing easement does not appear to contain the entirety of the creek banks. There are electric and other public utilities present in the easement. The Village attorney should review existing plats to determine if utilities within this easement area will have to be relocated at the cost of the Village or the Utility.

The scope of this project will consist largely of agency coordination, concept planning and resident coordination. Concept plans include installing a low-flow stormwater diversion pipe from the creek east along Country Drive, south on Redwood Lane, west on Brookside Drive to connect back up with the main creek corridor. This will reduce future erosion during large storm events, and also provide a stabilized conveyance for dewatering the creek during construction. We are proposing a large box culvert to enclose the stream bank between Brookside Drive and Francine Drive. The two houses on each side of the creek are extremely close to the top of bank, and there is risk of structural instability.

The goal of this proposal is to initiate discussions with agencies, determine potential costs of repairs, determine support within the community, and evaluate possible scopes of repairs.

Task 1: Limited Topographic Survey

HLR will provide topographic survey using State Plane East coordinates on NAVD-88 vertical datum. Control will be set so increase elevation accuracy and for future topographic requirements for the ultimate design. The topographic survey will for the concept phase of the project will include structures at Francine, Brookside and West Country Drive. Information gathered include upstream and downstream inverts, pipe size, and limited roadway information. Also, two representative stream sections will also be surveyed to better provide scale of the improvement along with an Estimate of Probable Cost with increase accuracy. Existing contour data, JULIE design locate, a few cross sections. Two representative cross sections one west of



380 Shepard Drive
Elgin, Illinois 60123-7010
Tel. 847.697.6700
Fax 847.697.6753

380 N. Terra Cotta Road, Unit G
Crystal Lake, Illinois 60014
Tel. 847.697.6700
Fax 847.697.6753

3085 Stevenson Drive, Suite 201
Springfield, Illinois 62703
Tel. 217.546.3400
Fax 217.546.8116

323 West 3rd Street
P.O. Box 160
Mt Camel, Illinois 62863
Tel. 618.262.8651
Fax 618.263.3327

Brookside Drive and one east, house corners on each side of the creek. Survey of structures for Francine, Brookside and West Country Drive, upstream and downstream inverts, and sizes will be completed.

Task 2: Concept Design Engineering Services

This task will include the concept design and schematic of proposed improvements. The purpose of this engineering concept design will be to repair the stream bank, prevent additional flooding issues, and provide a safer buffer around the creek.

Deliverables for Task 2 include:

- Concept plan with example cross sections and schematics of proposed stormwater improvements
- Ballpark Estimate of Probable Cost
- Utility Coordination

Concept plans include installing a stormwater diversion pipe to convey low-flow water during the construction of the creek stabilization. This proposed diversion pipe can all be used to reduce future erosion during large storm events, provide additional flood flow conveyance, and provide a stabilized conveyance for dewatering the creek during construction. We are proposing a large box culvert to enclose the stream bank between Brookside Drive and Francine Drive. The two houses on each side of the creek are extremely close to the top of bank, and there is risk of structural instability.

HLR will also estimate 1-year and 2-year flow rates to help establish an approximate size of the proposed diversion storm sewer. This will also be used in discussions with the USACE and DuPage County regarding the project specifics.

We anticipate that gabion baskets and other stabilization measures will be required for the stretch of creek between West Country Drive and Brookside Drive. The current topography is very steep with significant shoreline erosion issues and shear vertical banks with no vegetation in some locations. Potential solutions to be explored include gabion baskets, sheet piling, regrading slopes and installing native deep-rooted plantings, floodplain benching, vegetated geogrids, etc. Details, cross-sections and other documentation may be provided with the concept plan.

Utility Coordination

HLR will coordinate with utilities to determine their facility locations, potential conflicts identification, and resolution of those conflicts. The major work items under this task will include:

- A J.U.L.I.E. Design Level Locate request will be submitted.
- HLR will log private utility responses along with information provided.

Task 3: Agency Coordination

DuPage County Stormwater Management

HLR will coordinate and attend a meeting with the DuPage County Stormwater Management representatives to discuss the permitting of the streambank stabilization project as well as to receive their support to fund this section.

US Army Corps of Engineers (USACE)

HLR will coordinate and attend a meeting with the USACE to present the project and proposed engineering design to the USACE to get their feedback on the design with the goal of facilitating the permitting process.

Illinois Environmental Protection Agency (IEPA) Section 319 Grant

HLR will coordinate and attend a meeting with a representative of the IEPA 319 grant committee or experienced agency representative involved in the Section 319 grant process to discuss the streambank stabilization project, partnering and chances of receiving a grant.

Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR)

HLR will coordinate and attend a meeting with the IDNR-OWR to present the project and proposed engineering design to the IDNR-OWR to get their feedback on the design with the goal of facilitating the permitting process.

Task 4: Coordination and Consultation

This item includes coordination, scheduling, and oversight of the entire project. HLR will assist the Village with resident and board member education. No easement documentation, land acquisition or formal public meeting is included in this proposal. We anticipate that those items would follow in subsequent phase of the project.

- Kickoff Meeting - Kickoff Meeting with Client (assume 1 meeting).
- Coordination Meeting - Coordination and design meeting with the Client (assume 2 meetings).
- Status Emails – HLR will provide regular updates to the Client regarding project status. It is estimated that these emails will be monthly to provide clear updates or progress and upcoming design milestones.

Presentation of Findings

HLR will prepare a presentation summarizing the findings of the Country Creek Phase 1 results and discussing proposed solutions to the Board and Public at a Committee of the Whole Meeting.

Task 5: Quality Assurance and Project Administration

This task includes project administration, and quality assurance and quality control per HLR's QA/QC plan.

This proposed scope does not include:

- Agency permit fees
- Storm sewer televising
- Coordination with adjacent property owners

SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, listed on the appended Scope of Services, labeled as Exhibit A.

Services not set forth above as Basic Services and not listed in Exhibit A of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Exhibit A.

COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Other out-of-pocket expenses will be reimbursed at our actual cost.

Employee Classification	2023 Rates
PRINCIPAL	\$ 230.00
ENGINEER 6	\$ 205.00
ENGINEER 5	\$ 185.00
ENGINEER 4	\$ 180.00
ENGINEER 3	\$ 160.00
ENGINEER 2	\$ 130.00
ENGINEER 1	\$ 115.00
STRUCTURAL 2	\$ 225.00
STRUCTURAL 1	\$ 185.00

TECHNICIAN 3	\$ 155.00
TECHNICIAN 2	\$ 125.00
TECHNICIAN 1	\$ 100.00
INTERN/TEMPORARY	\$ 65.00
LAND ACQUISITION	\$ 165.00
SURVEY 2	\$ 155.00
SURVEY 1	\$ 120.00
ENVIRONMENTAL 3	\$ 175.00
ENVIRONMENTAL 2	\$ 130.00
ENVIRONMENTAL 1	\$ 100.00
ADMINISTRATION 2	\$ 145.00
ADMINISTRATION 1	\$ 85.00

These rates will remain in effect through December 31, 2023. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2024.

Payment Terms

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the invoice date.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

GENERAL TERMS AND CONDITIONS

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the

Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Confidential Communications

The Consultant may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the Client. Those about whom reports and opinions are rendered may as a consequence initiate claims against the consultant. To help create an atmosphere in which the Consultant may freely report or express such opinions candidly in the interest of the Client, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant against all damages, liabilities, or costs arising from the rendering of such confidential opinions and reports by the Consultant to the Client or to the Client's agents.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Hampton, Lenzini and Renwick, Inc., a Delaware corporation, and not against any of the Consultant's individual employees, officers, or directors.

Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war, or other emergencies or acts of God; failure of any government agency or utility to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

Entire Agreement

This Agreement, comprising pages 1 through 8, and Exhibit A is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Extension of Protection

The Client agrees that any and all limitations of the Consultant's liability and indemnifications by the Client to the Consultant shall include and extend to those individuals and entities the Consultant retains for performance of the services under this

Agreement, including but not limited to the Consultant's officers, partners, and employees and their heirs and assigns, as well as the Consultant's sub-consultants and their officers, employees, heirs and assigns.

Governing Law and Jurisdiction

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kane, Illinois.

Hazardous Materials – Suspension of Services

Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

Notice of Delay

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or

allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

If this agreement meets with your approval, please have the proper Village officials sign and date where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call Karen Kase at our Elgin office.

Sincerely,
HAMPTON, LENZINI AND RENWICK, INC.

By:



Randal G. Newkirk, PE
Corporate Secretary

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the Village of Bartlett for streambank stabilization design services set forth above.

By _____

_____ Date

Title _____



Agenda Item Executive Summary

Item Name: Sanitary Sewer Extension Agreement Between the Village of Bartlett and METRA
Committee or Board: Board

BUDGET IMPACT			
Amount:	NA	Budgeted	NA
List what fund	NA		
EXECUTIVE SUMMARY			
<p>The proposed Grasslands Subdivision will extend a new sanitary sewer from the south side of the METRA tracks to the north side. This is required to serve the new subdivision on the south side of the tracks. Because this is METRA right-of-way, we are required to enter into an agreement allowing the underground work to be done and provide for future maintenance access. The fee shown will be paid by the developer.</p> <p>The attached agreement includes exhibits showing the location and proposed connecting depth.</p>			
ATTACHMENTS (PLEASE LIST)			
Memo, Resolution, Agreement			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I MOVE TO APPROVE RESOLUTION 2023_____, A RESOLUTION APPROVING OF THE PIPELINE LICENSE AGREEMENT FOR A SANITARY SEWER CONNECTION BETWEEN METRA AND THE VILLAGE OF BARTLETT

Staff: Bob Allen, Village Engineer Date: March 7, 2023

Memo

To: Paula Schumacher, Village Administrator
From: Bob Allen, Village Engineer *BA*
Subject: METRA Agreement, Sanitary Sewer for Grasslands Subdivision
Date: March 7, 2023

The proposed Grasslands Subdivision will extend a new sanitary sewer from the south side of the METRA tracks to the north side. This is required to serve the new subdivision on the south side of the tracks. Because this is METRA right-of-way, we are required to enter into an agreement allowing the underground work to be done and provide for future maintenance access. The fee shown will be paid by the developer.

The attached agreement includes exhibits showing the location and proposed connecting depth.

Please place this ordinance on the next available agenda.

MOTION: I MOVE TO APPROVE RESOLUTION 2023_____, A RESOLUTION APPROVING OF THE PIPELINE LICENSE AGREEMENT FOR A SANITARY SEWER CONNECTION BETWEEN METRA AND THE VILLAGE OF BARTLETT

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING OF THE PIPELINE LICENSE
AGREEMENT FOR A SANITARY SEWER CONNECTION BETWEEN
METRA AND THE VILLAGE OF BARTLETT**

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

SECTION ONE: The Pipeline License Agreement for a sanitary sewer connection between the Commuter Rail Division of the Regional Transportation Authority (“Metra”) and the Village of Bartlett dated March 7, 2023 (the “License Agreement”), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President is hereby authorized and directed to sign the License Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

ATTEST:

Kevin Wallace, Village President

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on March 7, 2023, and approved on March 7, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

PIPELINE LICENSE

Prepared by:

Commuter Rail Division
547 West Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate and
Contract Management
Phone: (312) 542-8189

After recording return to:

Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103
Attn: Village Administrator
Phone: (630) 837-0800

PIN: 06-33-500-002-0000
(Cook County)

(Above Space for Recorder's Use Only)

PIPELINE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), Metra Agreement No. _____ is made by and between the Commuter Rail Division of the Regional Transportation Authority whose address is 547 West Jackson Boulevard, Chicago, Illinois 60661 (“**Metra**”) and the Village of Bartlett, a(n) Illinois municipal corporation, with offices located at 228 S. Main Street, Bartlett, Illinois 60103 (“**Licensee**”).

NOW, THEREFORE, for and in consideration of payments to be made to Metra by Licensee, as hereinafter set forth, and also of the covenants and agreements hereinafter stated, Metra hereby grants to Licensee a non-exclusive license (“**License**”), being five (5) feet in width for the right to install a 8-inch ductile iron pipe encased in a 16-inch steel casing pipe for the purpose of providing a sanitary sewer connection to trunk line for proposed development (“**Pipeline**”), and no other purpose, along, across and underneath the right of way and tracks (or track, as the case may be) owned or controlled by Metra located approximately 969 feet east of Naperville Road, (MP 31.72) in Bartlett, Illinois, on Metra’s Milwaukee District West Line (GPS coordinates 41.999872, -88.214607), as delineated on **Exhibit “A”** (“**License Premises**”) attached to and made a part of this Agreement, together with the right of reasonable access thereto for the purpose of exercising the rights and privileges granted in this Agreement. Thereafter to maintain, operate and renew the same during the continuance of this License, across, underneath or along the Premises.

THIS LICENSE is granted upon the following express conditions, terms, and covenants to be observed, kept and performed by Licensee:

1. (a) As one of the considerations for this License, Licensee agrees to pay to Metra the sum of \$2,500 for the cost of preparing this License, payable in advance.

2. Said Pipeline shall be installed and constructed in accordance with the specifications and notes set forth on Exhibit "A." The installation of said Pipeline, including the digging and filling of any trench and the time and manner of doing all of the work or of any maintenance, repairs, replacements or renewals upon the Premises, shall be as directed by Metra's authorized representatives. All of said work shall be done at Licensee's sole cost and expense, in a good and workmanlike manner, and in accordance with plans, specifications, and profiles to be prepared by Licensee and submitted for approval to Metra's authorized representatives, and until such approval is given, said work upon the Premises shall not be commenced by Licensee.

3. Upon completion of the initial installation and construction of the Pipeline, and upon completion of any subsequent installation, reconstruction, maintenance, repair or replacement of the Pipeline, Licensee, at its own cost and expense, shall remove any debris and restore, or cause to be restored to the reasonable satisfaction of Metra, the Premises and any other portion of Metra's property ("**Property**") that may be affected, as nearly as may be possible, to the same or better condition than that which existed immediately prior to commencement of such activities by Licensee. In the event Licensee fails to cause the Premises and the Property to be restored to the reasonable satisfaction of Metra as provided for herein, Metra shall have the right to restore the Premises and the Property and Licensee shall reimburse Metra for all costs and expenses incurred by Metra in its performance of the obligations imposed upon Licensee hereunder.

4. Metra shall permit Licensee reasonable right of entry to the Premises for the purpose of routine maintenance and operation of said Pipeline. Licensee's contractor(s) will be required to enter into a Right of Entry Agreement with Metra prior to any access to the Premises for the purpose(s) of installation, construction, reconstruction, repair, replacement, or removal of said Pipeline. An application for a Right of Entry Agreement can be found at Metra's website: <https://metra.com/real-estate-leasing>, or by contacting Metra's Right of Way Administrator at 312-542-8189. Licensee shall contact Metra's Right of Way Administrator prior to performing any construction, revision, or action to the Pipeline or on the Premises or Property beyond that which would be reasonably considered routine maintenance and/or operation of the Pipeline. Said construction, revision, or action may require railroad flagging protection and/or revised insurance requirements depending on the scope of the work to be performed and the proximity of said work to the live tracks.

5. Any rights to the Premises not specifically granted to Licensee herein are reserved to Metra and its successors and/or assigns. The Pipeline shall be installed, constructed, repaired, maintained and operated in a manner so as not to interfere with efficient rail operations or any other business operations or activities being conducted by Metra or Metra's tenants or permittees on the Premises and so as not to prevent or unreasonably interfere with use and enjoyment of the Premises by Metra, its employees, agents or permittees for the purpose(s) to which the Premises is now, or may hereafter be committed by Metra. Metra shall have the right to retain the existing tracks and other improvements at the location of this Pipeline on or adjacent to the Premises and also shall have the right at any and all times in the future to construct, maintain and operate over,

under, across or parallel to said Pipeline such additional track or tracks as it may from time to time elect. Nothing shall be done or caused to be done by Licensee that will in any manner impair the usefulness or safety of the tracks and other improvements of Metra, or such track or tracks and other improvements as Metra may in the future construct or cause to be constructed over, under, across, or parallel to said Pipeline. This License is expressly subject to the rights of third parties to maintain utility and other improvements permitted by Metra on the Premises and the Property. Metra reserves the exclusive right to grant future licenses over, under, across or parallel to the said Pipeline, provided such licenses do not interfere with the Pipeline and the rights granted Licensee pursuant to this Agreement, as determined by Metra in its sole discretion.

6. Licensee agrees that it will bear and pay the entire cost of constructing, maintaining, repairing, replacing, and operating said Pipeline. Licensee shall install, construct, maintain, repair, replace, and operate the Pipeline in accordance with all applicable federal, state, and local municipal laws, ordinances, rules, and regulations promulgated by governmental authorities. Licensee shall not commence work upon the Premises until Metra shall have approved Licensee's plans, specifications and profiles, such approval not to be unreasonably withheld or delayed. Metra's approval of Licensee's plans, specifications, and profiles shall not relieve Licensee of the duty to verify that the plans, specifications and profiles, and all amendments thereto, are in compliance with the requirements of this paragraph.

7. Licensee shall not place, keep, store, or otherwise permit to be placed, kept or stored any equipment or materials on the Premises or the Property except during such time as Licensee's employees, agents or contractors are physically present and conducting activities permitted under the terms of this License. Licensee agrees that it shall not operate or cause to be operated any vehicle of any kind on the Premises, on any track or on the Property without prior authorization from Metra's authorized representative; provided, however, that Licensee shall not be prohibited from operating Licensee's vehicles and equipment on any public crossing of Metra's tracks and rights of way. If deemed necessary by Metra, Railroad flagging will be provided by Metra, the cost of such services to be paid by Licensee. An \$850.00 minimum daily deposit is required for flagging costs. Metra's flagging fees are based on actual expenses incurred for the project. The daily deposit is based on one (1) flagger during the hours of 7am to 3pm. Additional costs may be incurred for: additional flaggers, travel hours, overtime or holiday work, equipment and/or materials. Expenses charged against the project will be deducted from the initial deposit. Any costs exceeding the deposit will be billed accordingly.

8. Licensee agrees that it will, immediately upon receipt of a statement showing the amount thereof, pay all costs of any and all work performed upon the right of way and tracks of Metra which shall be made necessary by the construction, maintenance, repair, replacement, renewal, or presence thereon of said Pipeline.

9. Licensee agrees that before and during the installation, construction, replacement, repair, maintenance, or operation of said Pipeline, or at any other time, Metra shall have the right to provide such safe and temporary structures as it may deem necessary for safely caring for and preserving its tracks, buildings or other improvements and Licensee agrees to pay to Metra the entire cost of putting in or removing such temporary structures and of restoring the Premises and the Property as near as may be to the same condition that existed before the commencement of said work.

10. Licensee agrees that should the construction, maintenance, operation, repair, or presence of the Pipeline necessitate any change or alteration in the location or arrangement of any other pipelines, appurtenances or other improvements located on the Premises or the Property, the cost of such change or alteration shall be paid by Licensee within thirty (30) days of presentation of a bill by Metra.

11. Licensee shall at all times install, construct, replace, repair, maintain and operate said Pipeline in a secure, safe and sanitary condition and in accordance with all applicable laws, ordinances, rules and regulations. Licensee shall take all reasonable safety precautions to adequately secure the Premises, warn of risks and ensure the safety of the public during periods of construction, reconstruction, replacement, repair, maintenance, and operation of the Pipeline. If the manner of installing, constructing, repairing, maintaining, replacing, or operating said Pipeline shall at any time be in violation of any applicable law, ordinance, rule, or regulation promulgated by governmental authority, then Licensee shall, at no cost or expense to Metra, upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction over the Premises, make such changes or repairs as shall be necessary. Failure or refusal of Licensee to make the required changes or repairs within the time prescribed by said agency shall terminate this Agreement, and Licensee's rights and interest shall revert to Metra; provided, however, that this Agreement shall not terminate as long as Licensee, in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from or pursues other lawful measures to avoid the enforcement of said laws, ordinances, rules or regulations or so long as Licensee is diligently pursuing compliance..

12. To the fullest extent permitted by law, Licensee hereby assumes and agrees to release, acquit and waive any rights against and forever discharge Metra, the Regional Transportation Authority ("RTA") and the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC"), their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, or on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with, the use of the Premises or the Property for the purposes set forth in this Agreement, or which may occur to or be incurred by Licensee, its employees, officers, agents and all other persons, firms and corporations acting on Licensee's behalf or with Licensee's authority while on the Premises or the Property, or arising from the condition of the Premises or the Property during the term of this Agreement, whether or not such injuries or damages are caused by the actions, omissions or negligence of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this License to the contrary, the releases and waivers contained in this paragraph shall survive termination of this License.

13. To the fullest extent permitted by law, the Licensee agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i)

the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises or Property; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the Licensee, its employees, officers, agents, and all other persons acting on its behalf while on the Premises or Property, whether or not such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the actions, omissions or negligence of Metra, the RTA or the NIRCRC. Metra agrees to notify the Licensee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Licensee further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. The Licensee shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement.

14. Prior to entering upon the Premises, Licensee agrees to furnish insurance in form and in such amounts as required by Metra's Risk Management Department (312-322-1455) and shall deliver to Metra's Risk Management Department certificates of insurance or such other documentation acceptable to Metra's Risk Management Department. During all periods that Licensee or those persons authorized by or acting on behalf of Licensee are on the Premises to perform or cause to be performed any installation, construction, maintenance, or repair with respect to the Pipeline, Licensee shall cause the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation and any other railroads operating on Metra property and/or other railroads as required are named as additional insured on all insurance policies relating to the Premises. At a minimum, Licensee shall obtain and keep in force the insurance coverages, kinds, and amounts, relating to the Premises as listed below (Metra may change said insurance requirements from time to time). The total cost of the premium for such insurance shall be at the expense of Licensee or its contractors and/or sub-contractor(s):

- (a) **Worker's Compensation Insurance** (Coverage A) in an amount no less than required under State law. Additionally, **Employer's Liability** (Coverage B) in an amount no less than One Million Dollars (\$1,000,000 – each accident, \$1,000,000 – each disease and \$1,000,000 policy limit-disease).
- (b) **Business Automotive Liability Insurance** with coverage of no less than One Million Dollars (\$1,000,000) combined single limit.

(c) **Commercial General Liability Insurance** with coverage of no less than Two Million Dollars (\$2,000,000) per occurrence; and Four Million Dollars (\$4,000,000) aggregate. The Commercial General Liability insurance policy shall not include any exclusion for leakage, seepage or pollution emanating from the pipeline(s).

(d) **Railroad Protective Public Liability Insurance** (AAR-AASHTO form) in the name of The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation and any other railroads operating on Metra property and/or other railroads as required are named as additional insured, providing for a limit of no less than Five Million Dollars (\$5,000,000) single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of any person in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Licensee will furnish such insurance with an aggregate of no less than Ten Million Dollars (\$10,000,000) for all damages as a result of more than one occurrence.

15. Licensee or its contractor(s) shall not commence any work until it has obtained and provided the required insurance and has received approval of same by Metra. All policies must be in full force at the time of submission and shall not be canceled, modified, limited, or allowed to expire without having given Metra thirty (30) days prior written notice of such. Notice must be sent via certified mail to: Metra, Attention: Director, Risk Management, 15th Floor, 547 West Jackson Boulevard, Chicago, Illinois 60661.

16. This License may be terminated by Metra effective immediately upon notice to Licensee if the Premises, or any portion thereof, are needed for any Metra or railroad purposes as determined by Metra in its sole discretion or Licensee ceases to operate or maintain the Pipeline or violates any of the terms, conditions or provisions set forth in this License. In case of termination, Licensee shall remove from the Premises said Pipeline and shall restore said Premises to the same or better condition than that which existed prior to the construction and installation of said Pipeline; or upon failure, neglect or refusal of Licensee to do so, Metra may make or cause to be made such removal and restoration, and the total cost hereof shall be paid by Licensee; or, if Metra shall so elect, it may treat the said Pipeline as abandoned by Licensee and may make such disposition thereof as it may see fit. This License shall be perpetual unless terminated in accordance with the terms.

17. This License and all of the terms, conditions, rights and obligations herein contained shall inure to and be binding upon the Parties, their respective legal representatives, lessees, permittees, successors and/or assigns whether hereinabove so stated or not; but it is distinctly agreed that Licensee shall not assign its rights under this License without first having received the prior written consent of Metra.

18. All payments required to be made by Licensee to Metra under the terms; conditions or provisions of this License shall be made within sixty (60) days of Licensee's receipt of any demand or invoice from Metra evidencing the amount of the indebtedness due. Payments not made within said sixty (60) day period shall accrue interest at a rate of one and one half percent (1 ½%) per month or the highest amount permitted by Illinois law, whichever is less, from the date payment is due until paid.

19. All notices, demands and elections required or permitted to be given or made by either party upon the other under the terms of this License or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, or hand delivered to the respective addresses shown below or to such other party or address as either party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, or on the day of delivery if hand delivered.

(a) Notices to Metra shall be sent to:

Metra
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Real Estate & Contract Management, Director
Phone: (312) 542-8189

(b) Notices to Licensee shall be sent to:

Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103
Attn: Village Administrator
Phone: (630) 837-0800

20. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the parties. No waiver of any obligation or default of Licensee shall be implied from omission by Metra to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This License constitutes the entire agreement between the parties with respect to the subject matter hereof.

LICENSEE ACKNOWLEDGES THAT INSTRUMENTS OF RECORD, COURT DECISIONS, OR THE LAWS OF THE STATE IN WHICH THE LICENSE PREMISES ARE LOCATED MAY LIMIT THE QUALITY OF METRA'S TITLE. LICENSEE FURTHER ACKNOWLEDGES THAT LICENSEE PURCHASES THE LICENSE SUBJECT TO THESE POSSIBLE LIMITATIONS ON THE TITLE AND ASSUMES ALL RESPONSIBILITY FOR INVESTIGATING THE TITLE TO THE LICENSE PREMISES AND THE APPLICABLE LAWS OF THE STATE.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of this _____ day of _____, 20__.

**COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY d/b/a METRA:**

**LICENSEE,
VILLAGE OF BARTLETT:**

By: _____

By: _____

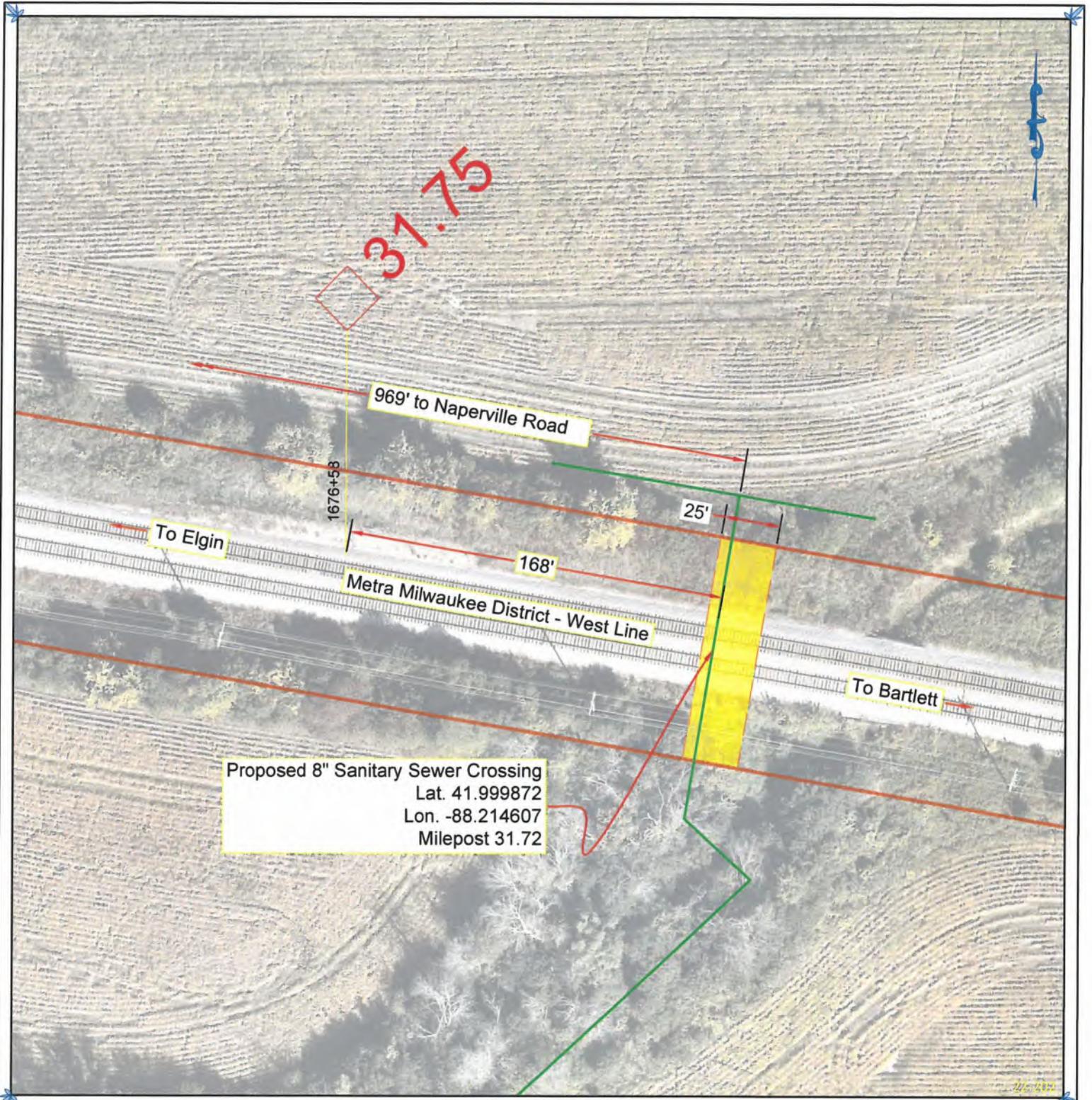
Name: James M. Derwinski

Name: _____

Title: CEO/Executive Director

Title: _____

Exhibit A



License to Village of Bartlett for sanitary sewer crossing. Sanitary sewer consists of 8" ductile iron pipe within a 16" steel casing pipe.

EXHIBIT "A"



547 W. JACKSON BLVD.
CHICAGO, IL. 60661



Agenda Item Executive Summary

Item Name: Water Main Extension Agreement Between the Village of Bartlett and METRA
Committee or Board: Board

BUDGET IMPACT			
Amount:	NA	Budgeted	NA
List what fund	NA		
EXECUTIVE SUMMARY			
<p>The proposed Grasslands Subdivision will extend a new water main from the south side of the METRA tracks to the north side. This is required to serve the new subdivision on the south side of the tracks. Because this is METRA right-of-way, we are required to enter into an agreement allowing the underground work to be done and provide for future maintenance access. The fee shown will be paid by the developer.</p> <p>The attached agreement includes exhibits showing the location and proposed connecting depth.</p>			
ATTACHMENTS (PLEASE LIST)			
Memo, Resolution, Agreement			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I MOVE TO APPROVE RESOLUTION 2023_____, A RESOLUTION APPROVING OF THE PIPELINE LICENSE AGREEMENT FOR A WATERMAIN CONNECTION BETWEEN METRA AND THE VILLAGE OF BARTLETT

Staff: Bob Allen, Village Engineer Date: March 7, 2023

Memo

To: Paula Schumacher, Village Administrator
From: Bob Allen, Village Engineer *BA*
Subject: METRA Agreement, Water Main for Grasslands Subdivision
Date: March 7, 2023

The proposed Grasslands Subdivision will extend a new water main from the south side of the METRA tracks to the north side. This is required to serve the new subdivision on the south side of the tracks. Because this is METRA right-of-way, we are required to enter into an agreement allowing the underground work to be done and provide for future maintenance access. The fee shown will be paid by the developer.

The attached agreement includes exhibits showing the location and proposed connecting depth.

Please place this ordinance on the next available agenda.

MOTION: I MOVE TO APPROVE RESOLUTION 2023_____, A RESOLUTION APPROVING OF THE PIPELINE LICENSE AGREEMENT FOR A WATERMAIN CONNECTION BETWEEN METRA AND THE VILLAGE OF BARTLETT

RESOLUTION 2023 - _____

A RESOLUTION APPROVING OF THE PIPELINE LICENSE AGREEMENT FOR A WATERMAIN CONNECTION BETWEEN METRA AND THE VILLAGE OF BARTLETT

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

SECTION ONE: The Pipeline License Agreement for a watermain connection between the Commuter Rail Division of the Regional Transportation Authority (“Metra”) and the Village of Bartlett dated March 7, 2023 (the “License Agreement”), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President is hereby authorized and directed to sign the License Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on March 7, 2023, and approved on March 7, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

PIPELINE LICENSE

Prepared by:

Commuter Rail Division
547 West Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate and
Contract Management
Phone: (312) 542-8189

After recording return to:

Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103
Attn: Village Administrator
Phone: (630) 837-0800

PIN: 06-33-500-002-0000
(Cook County)

(Above Space for Recorder's Use Only)

PIPELINE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), Metra Agreement No. _____ is made by and between the Commuter Rail Division of the Regional Transportation Authority whose address is 547 West Jackson Boulevard, Chicago, Illinois 60661 (“**Metra**”) and the Village of Bartlett, a(n) Illinois municipal corporation, with offices located at 228 S. Main Street, Bartlett, Illinois 60103 (“**Licensee**”).

NOW, THEREFORE, for and in consideration of payments to be made to Metra by Licensee, as hereinafter set forth, and also of the covenants and agreements hereinafter stated, Metra hereby grants to Licensee a non-exclusive license (“**License**”), being five (5) feet in width for the right to install a 12-inch ductile iron pipe encased in a 24-inch steel casing pipe for the purpose of providing a watermain connection to valve vault for proposed development (“**Pipeline**”), and no other purpose, along, across and underneath the right of way and tracks (or track, as the case may be) owned or controlled by Metra located approximately 979 feet east of Naperville Road, (MP 31.72) in Bartlett, Illinois, on Metra’s Milwaukee District West Line (GPS coordinates 41.999872, -88.214607), as delineated on **Exhibit “A”** (“**License Premises**”) attached to and made a part of this Agreement, together with the right of reasonable access thereto for the purpose of exercising the rights and privileges granted in this Agreement. Thereafter to maintain, operate and renew the same during the continuance of this License, across, underneath or along the Premises.

THIS LICENSE is granted upon the following express conditions, terms, and covenants to be observed, kept and performed by Licensee:

1. (a) As one of the considerations for this License, Licensee agrees to pay to Metra the sum of \$2,500 for the cost of preparing this License, payable in advance.

2. Said Pipeline shall be installed and constructed in accordance with the specifications and notes set forth on Exhibit "A." The installation of said Pipeline, including the digging and filling of any trench and the time and manner of doing all of the work or of any maintenance, repairs, replacements or renewals upon the Premises, shall be as directed by Metra's authorized representatives. All of said work shall be done at Licensee's sole cost and expense, in a good and workmanlike manner, and in accordance with plans, specifications, and profiles to be prepared by Licensee and submitted for approval to Metra's authorized representatives, and until such approval is given, said work upon the Premises shall not be commenced by Licensee.

3. Upon completion of the initial installation and construction of the Pipeline, and upon completion of any subsequent installation, reconstruction, maintenance, repair or replacement of the Pipeline, Licensee, at its own cost and expense, shall remove any debris and restore, or cause to be restored to the reasonable satisfaction of Metra, the Premises and any other portion of Metra's property ("**Property**") that may be affected, as nearly as may be possible, to the same or better condition than that which existed immediately prior to commencement of such activities by Licensee. In the event Licensee fails to cause the Premises and the Property to be restored to the reasonable satisfaction of Metra as provided for herein, Metra shall have the right to restore the Premises and the Property and Licensee shall reimburse Metra for all costs and expenses incurred by Metra in its performance of the obligations imposed upon Licensee hereunder.

4. Metra shall permit Licensee reasonable right of entry to the Premises for the purpose of routine maintenance and operation of said Pipeline. Licensee's contractor(s) will be required to enter into a Right of Entry Agreement with Metra prior to any access to the Premises for the purpose(s) of installation, construction, reconstruction, repair, replacement, or removal of said Pipeline. An application for a Right of Entry Agreement can be found at Metra's website: <https://metra.com/real-estate-leasing>, or by contacting Metra's Right of Way Administrator at 312-542-8189. Licensee shall contact Metra's Right of Way Administrator prior to performing any construction, revision, or action to the Pipeline or on the Premises or Property beyond that which would be reasonably considered routine maintenance and/or operation of the Pipeline. Said construction, revision, or action may require railroad flagging protection and/or revised insurance requirements depending on the scope of the work to be performed and the proximity of said work to the live tracks.

5. Any rights to the Premises not specifically granted to Licensee herein are reserved to Metra and its successors and/or assigns. The Pipeline shall be installed, constructed, repaired, maintained and operated in a manner so as not to interfere with efficient rail operations or any other business operations or activities being conducted by Metra or Metra's tenants or permittees on the Premises and so as not to prevent or unreasonably interfere with use and enjoyment of the Premises by Metra, its employees, agents or permittees for the purpose(s) to which the Premises is now, or may hereafter be committed by Metra. Metra shall have the right to retain the existing tracks and other improvements at the location of this Pipeline on or adjacent to the Premises and also shall have the right at any and all times in the future to construct, maintain and operate over,

under, across or parallel to said Pipeline such additional track or tracks as it may from time to time elect. Nothing shall be done or caused to be done by Licensee that will in any manner impair the usefulness or safety of the tracks and other improvements of Metra, or such track or tracks and other improvements as Metra may in the future construct or cause to be constructed over, under, across, or parallel to said Pipeline. This License is expressly subject to the rights of third parties to maintain utility and other improvements permitted by Metra on the Premises and the Property. Metra reserves the exclusive right to grant future licenses over, under, across or parallel to the said Pipeline, provided such licenses do not interfere with the Pipeline and the rights granted Licensee pursuant to this Agreement, as determined by Metra in its sole discretion.

6. Licensee agrees that it will bear and pay the entire cost of constructing, maintaining, repairing, replacing, and operating said Pipeline. Licensee shall install, construct, maintain, repair, replace, and operate the Pipeline in accordance with all applicable federal, state, and local municipal laws, ordinances, rules, and regulations promulgated by governmental authorities. Licensee shall not commence work upon the Premises until Metra shall have approved Licensee's plans, specifications and profiles, such approval not to be unreasonably withheld or delayed. Metra's approval of Licensee's plans, specifications, and profiles shall not relieve Licensee of the duty to verify that the plans, specifications and profiles, and all amendments thereto, are in compliance with the requirements of this paragraph.

7. Licensee shall not place, keep, store, or otherwise permit to be placed, kept or stored any equipment or materials on the Premises or the Property except during such time as Licensee's employees, agents or contractors are physically present and conducting activities permitted under the terms of this License. Licensee agrees that it shall not operate or cause to be operated any vehicle of any kind on the Premises, on any track or on the Property without prior authorization from Metra's authorized representative; provided, however, that Licensee shall not be prohibited from operating Licensee's vehicles and equipment on any public crossing of Metra's tracks and rights of way. If deemed necessary by Metra, Railroad flagging will be provided by Metra, the cost of such services to be paid by Licensee. An \$850.00 minimum daily deposit is required for flagging costs. Metra's flagging fees are based on actual expenses incurred for the project. The daily deposit is based on one (1) flagger during the hours of 7am to 3pm. Additional costs may be incurred for: additional flaggers, travel hours, overtime or holiday work, equipment and/or materials. Expenses charged against the project will be deducted from the initial deposit. Any costs exceeding the deposit will be billed accordingly.

8. Licensee agrees that it will, immediately upon receipt of a statement showing the amount thereof, pay all costs of any and all work performed upon the right of way and tracks of Metra which shall be made necessary by the construction, maintenance, repair, replacement, renewal, or presence thereon of said Pipeline.

9. Licensee agrees that before and during the installation, construction, replacement, repair, maintenance, or operation of said Pipeline, or at any other time, Metra shall have the right to provide such safe and temporary structures as it may deem necessary for safely caring for and preserving its tracks, buildings or other improvements and Licensee agrees to pay to Metra the entire cost of putting in or removing such temporary structures and of restoring the Premises and the Property as near as may be to the same condition that existed before the commencement of said work.

10. Licensee agrees that should the construction, maintenance, operation, repair, or presence of the Pipeline necessitate any change or alteration in the location or arrangement of any other pipelines, appurtenances or other improvements located on the Premises or the Property, the cost of such change or alteration shall be paid by Licensee within thirty (30) days of presentation of a bill by Metra.

11. Licensee shall at all times install, construct, replace, repair, maintain and operate said Pipeline in a secure, safe and sanitary condition and in accordance with all applicable laws, ordinances, rules and regulations. Licensee shall take all reasonable safety precautions to adequately secure the Premises, warn of risks and ensure the safety of the public during periods of construction, reconstruction, replacement, repair, maintenance, and operation of the Pipeline. If the manner of installing, constructing, repairing, maintaining, replacing, or operating said Pipeline shall at any time be in violation of any applicable law, ordinance, rule, or regulation promulgated by governmental authority, then Licensee shall, at no cost or expense to Metra, upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction over the Premises, make such changes or repairs as shall be necessary. Failure or refusal of Licensee to make the required changes or repairs within the time prescribed by said agency shall terminate this Agreement, and Licensee's rights and interest shall revert to Metra; provided, however, that this Agreement that it shall not terminate as long as Licensee, in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from or pursues other lawful measures to avoid the enforcement of said laws, ordinances, rules or regulations or so long as Licensee is diligently pursuing compliance..

12. To the fullest extent permitted by law, Licensee hereby assumes and agrees to release, acquit and waive any rights against and forever discharge Metra, the Regional Transportation Authority ("RTA") and the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC"), their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, or on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with, the use of the Premises or the Property for the purposes set forth in this Agreement, or which may occur to or be incurred by Licensee, its employees, officers, agents and all other persons, firms and corporations acting on Licensee's behalf or with Licensee's authority while on the Premises or the Property, or arising from the condition of the Premises or the Property during the term of this Agreement, whether or not such injuries or damages are caused by the actions, omissions or negligence of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this License to the contrary, the releases and waivers contained in this paragraph shall survive termination of this License.

13. To the fullest extent permitted by law, the Licensee agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i)

the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the Premises or Property; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the Licensee, its employees, officers, agents, and all other persons acting on its behalf while on the Premises or Property, whether or not such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the actions, omissions or negligence of Metra, the RTA or the NIRCRC. Metra agrees to notify the Licensee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Licensee further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. The Licensee shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement.

14. Prior to entering upon the Premises, Licensee agrees to furnish insurance in form and in such amounts as required by Metra's Risk Management Department (312-322-1455) and shall deliver to Metra's Risk Management Department certificates of insurance or such other documentation acceptable to Metra's Risk Management Department. During all periods that Licensee or those persons authorized by or acting on behalf of Licensee are on the Premises to perform or cause to be performed any installation, construction, maintenance, or repair with respect to the Pipeline, Licensee shall cause the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation and any other railroads operating on Metra property and/or other railroads as required are named as additional insured on all insurance policies relating to the Premises. At a minimum, Licensee shall obtain and keep in force the insurance coverages, kinds, and amounts, relating to the Premises as listed below (Metra may change said insurance requirements from time to time). The total cost of the premium for such insurance shall be at the expense of Licensee or its contractors and/or sub-contractor(s):

- (a) **Worker's Compensation Insurance** (Coverage A) in an amount no less than required under State law. Additionally, **Employer's Liability** (Coverage B) in an amount no less than One Million Dollars (\$1,000,000 – each accident, \$1,000,000 – each disease and \$1,000,000 policy limit-disease).
- (b) **Business Automotive Liability Insurance** with coverage of no less than One Million Dollars (\$1,000,000) combined single limit.

(c) **Commercial General Liability Insurance** with coverage of no less than Two Million Dollars (\$2,000,000) per occurrence; and Four Million Dollars (\$4,000,000) aggregate. The Commercial General Liability insurance policy shall not include any exclusion for leakage, seepage or pollution emanating from the pipeline(s).

(d) **Railroad Protective Public Liability Insurance** (AAR-AASHTO form) in the name of The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra, as now exists or may hereafter be constituted or acquired, and the Regional Transportation Authority, an Illinois municipal corporation and any other railroads operating on Metra property and/or other railroads as required are named as additional insured, providing for a limit of no less than Five Million Dollars (\$5,000,000) single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of any person in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Licensee will furnish such insurance with an aggregate of no less than Ten Million Dollars (\$10,000,000) for all damages as a result of more than one occurrence.

15. Licensee or its contractor(s) shall not commence any work until it has obtained and provided the required insurance and has received approval of same by Metra. All policies must be in full force at the time of submission and shall not be canceled, modified, limited, or allowed to expire without having given Metra thirty (30) days prior written notice of such. Notice must be sent via certified mail to: Metra, Attention: Director, Risk Management, 15th Floor, 547 West Jackson Boulevard, Chicago, Illinois 60661.

16. This License may be terminated by Metra effective immediately upon notice to Licensee if the Premises, or any portion thereof, are needed for any Metra or railroad purposes as determined by Metra in its sole discretion or Licensee ceases to operate or maintain the Pipeline or violates any of the terms, conditions or provisions set forth in this License. In case of termination, Licensee shall remove from the Premises said Pipeline and shall restore said Premises to the same or better condition than that which existed prior to the construction and installation of said Pipeline; or upon failure, neglect or refusal of Licensee to do so, Metra may make or cause to be made such removal and restoration, and the total cost hereof shall be paid by Licensee; or, if Metra shall so elect, it may treat the said Pipeline as abandoned by Licensee and may make such disposition thereof as it may see fit. This License shall be perpetual unless terminated in accordance with the terms.

17. This License and all of the terms, conditions, rights and obligations herein contained shall inure to and be binding upon the Parties, their respective legal representatives, lessees, permittees, successors and/or assigns whether hereinabove so stated or not; but it is distinctly agreed that Licensee shall not assign its rights under this License without first having received the prior written consent of Metra.

18. All payments required to be made by Licensee to Metra under the terms; conditions or provisions of this License shall be made within sixty (60) days of Licensee's receipt of any demand or invoice from Metra evidencing the amount of the indebtedness due. Payments not made within said sixty (60) day period shall accrue interest at a rate of one- and one-half percent (1 ½%) per month or the highest amount permitted by Illinois law, whichever is less, from the date payment is due until paid.

19. All notices, demands and elections required or permitted to be given or made by either party upon the other under the terms of this License or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, or hand delivered to the respective addresses shown below or to such other party or address as either party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, or on the day of delivery if hand delivered.

(a) Notices to Metra shall be sent to:

Metra
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Real Estate & Contract Management, Director
Phone: (312) 542-8189

(b) Notices to Licensee shall be sent to:

Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103
Attn: Village Administrator
Phone: (630) 837-0800

20. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the parties. No waiver of any obligation or default of Licensee shall be implied from omission by Metra to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This License constitutes the entire agreement between the parties with respect to the subject matter hereof.

LICENSEE ACKNOWLEDGES THAT INSTRUMENTS OF RECORD, COURT DECISIONS, OR THE LAWS OF THE STATE IN WHICH THE LICENSE PREMISES ARE LOCATED MAY LIMIT THE QUALITY OF METRA'S TITLE. LICENSEE FURTHER ACKNOWLEDGES THAT LICENSEE PURCHASES THE LICENSE SUBJECT TO THESE POSSIBLE LIMITATIONS ON THE TITLE AND ASSUMES ALL RESPONSIBILITY FOR INVESTIGATING THE TITLE TO THE LICENSE PREMISES AND THE APPLICABLE LAWS OF THE STATE.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of this _____ day of _____, 20__.

**COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY d/b/a METRA:**

**LICENSEE,
VILLAGE OF BARTLETT:**

By: _____

By: _____

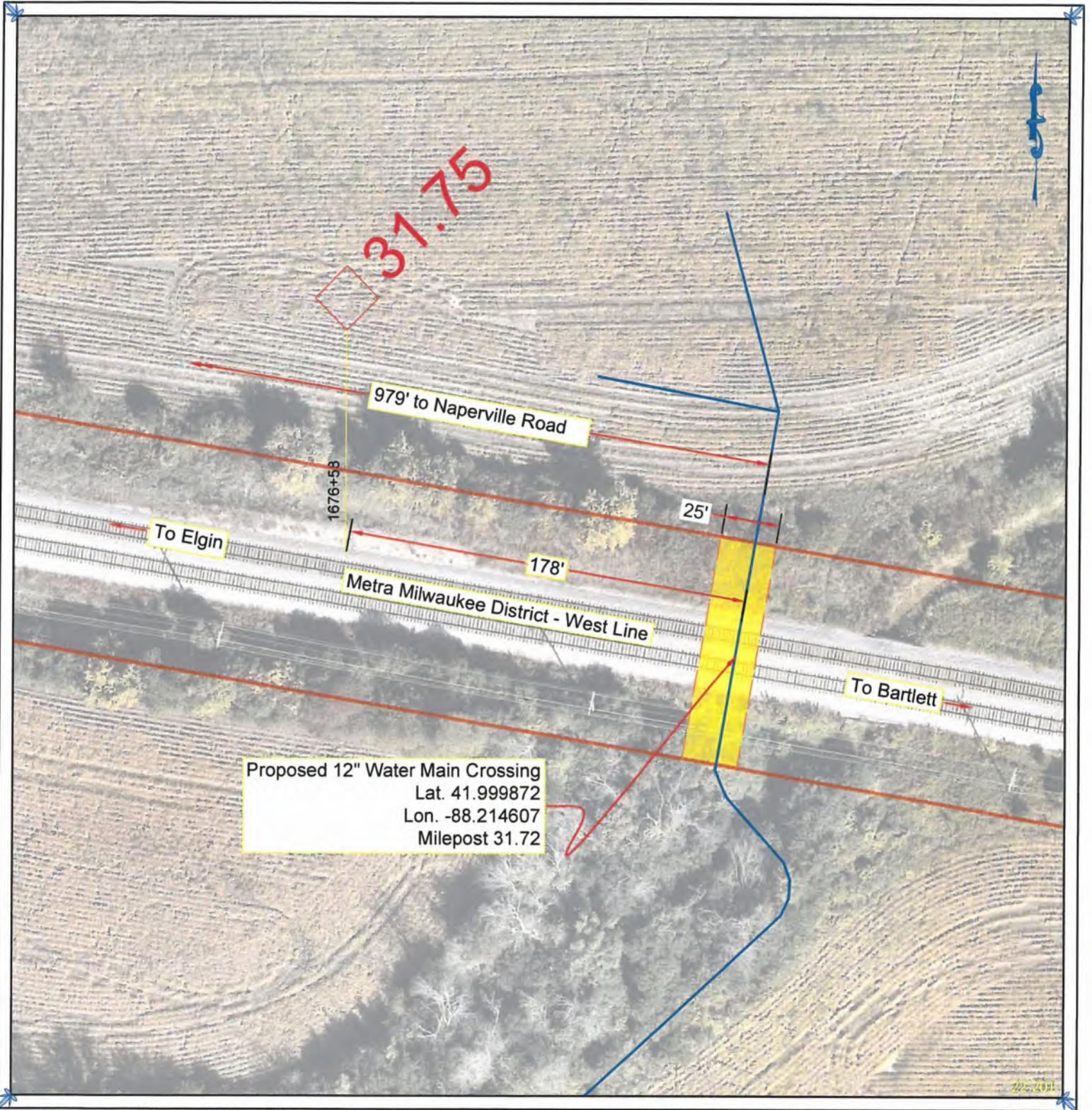
Name: James M. Derwinski

Name: _____

Title: CEO/Executive Director

Title: _____

Exhibit A



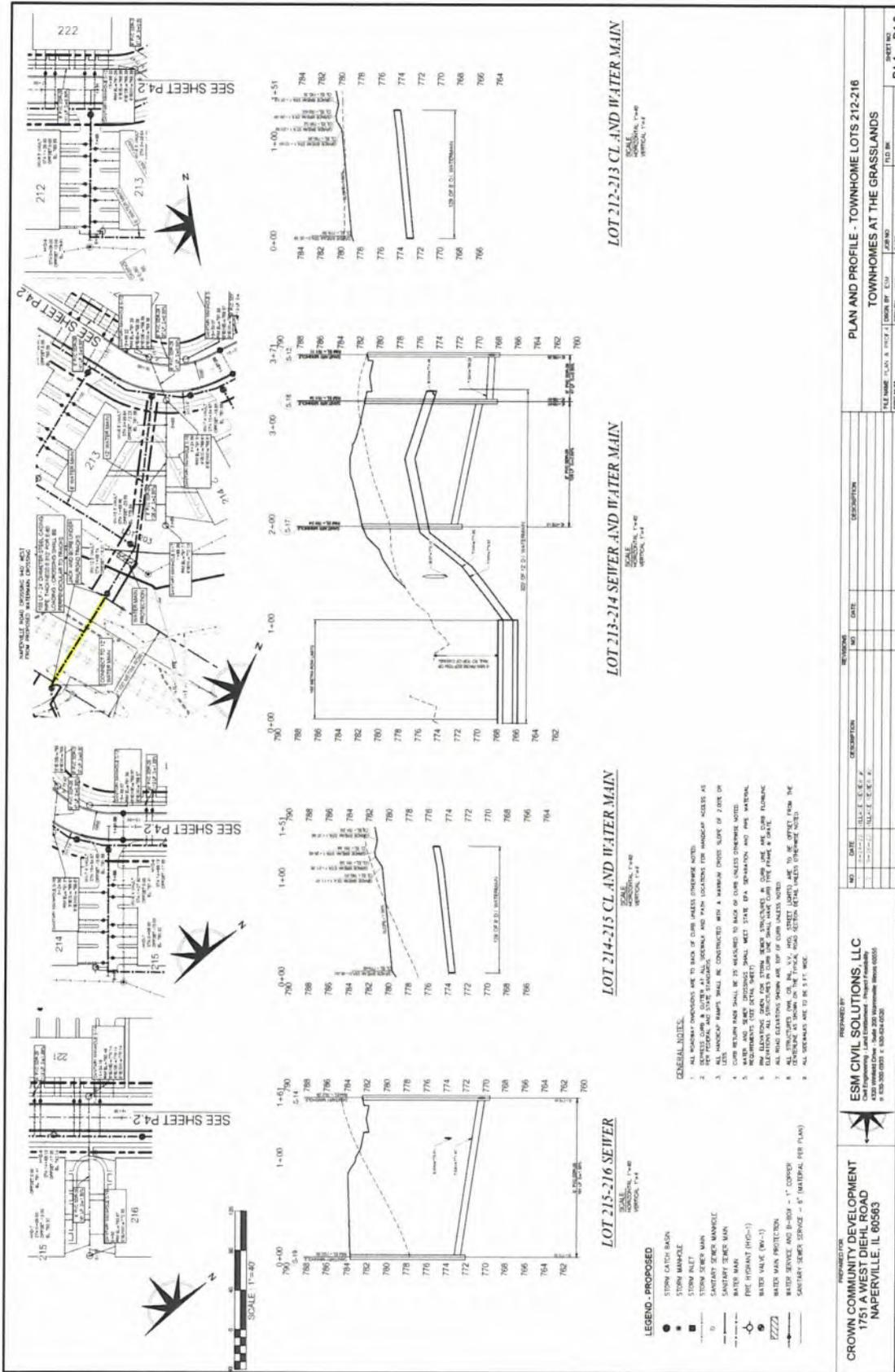
License to Village of Bartlett for water main crossing. Water main consists of 12" ductile iron pipe within a 16" steel casing pipe.

EXHIBIT "A"



547 W. JACKSON BLVD.
CHICAGO, IL. 60661

Exhibit A



LOT 212-213 CL AND WATER MAIN

LOT 213-214 SEWER AND WATER MAIN

LOT 214-215 CL AND WATER MAIN

LOT 215-216 SEWER

- LEGEND - PROPOSED**
- STORM CATCH BASIN
 - STORM MANHOLE
 - STORM INLET
 - SANITARY SEWER MANHOLE
 - SANITARY SEWER MANHOLE
 - WATER MAIN
 - PRE HYDRANT (PH-1)
 - WATER VALVE (WV-1)
 - WATER MAIN PROTECTION
 - WATER SERVICE AND B-BEND - 1" COPPER
 - SANITARY SEWER SERVICE - 8" MATERIAL (PER PLAN)
- GENERAL NOTES:**
1. ALL WORKMAN CONDITIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
 2. SEE TYPICAL AND DATE SCHEDULES, DETAILS AND PLAN LOCATIONS FOR MANHOLE ACCESS AS APPLICABLE.
 3. ALL MANHOLE RAMP SHALL BE CONSTRUCTED WITH A MINIMUM SLOPE OF 2 PER 100.
 4. CURB RETURN SHALL BE 2" MEASURED TO BACK OF CURB UNLESS OTHERWISE NOTED.
 5. ALL MANHOLE RAMP PROFILES SHALL MEET STATE OF ILL. SEPARATION AND PIPE MATERIAL REQUIREMENTS.
 6. ALL MANHOLE RAMP PROFILES SHALL MEET STATE OF ILL. SEPARATION AND PIPE MATERIAL REQUIREMENTS.
 7. ALL MANHOLE RAMP PROFILES SHALL MEET STATE OF ILL. SEPARATION AND PIPE MATERIAL REQUIREMENTS.
 8. ALL STRUCTURES SHALL BE CONSTRUCTED TO MEET ALL APPLICABLE CODES AND REGULATIONS.
 9. ALL STRUCTURES SHALL BE CONSTRUCTED TO MEET ALL APPLICABLE CODES AND REGULATIONS.

NO.	DATE	DESCRIPTION	BY	DATE	DESCRIPTION
1	11/11/2022	ISSUE FOR PERMITS	J.M.P.		
2	11/11/2022	ISSUE FOR PERMITS	J.M.P.		
3	11/11/2022	ISSUE FOR PERMITS	J.M.P.		

PREPARED FOR: **CROWN COMMUNITY DEVELOPMENT**
 1751 A WEST DIEHL ROAD
 NAPERVILLE, IL 00593

PREPARED BY: **ESM CIVIL SOLUTIONS, LLC**
 4300 Highway 140, Suite 200, Naperville, Illinois 00505
 630.335.1100 | 630.335.1102

PLAN AND PROFILE - TOWNHOME LOTS 212-216
 TOWNHOMES AT THE GRASSLANDS
 FILE NAME: PLAN & PROF 4
 DRAWN BY: J.M.P.
 CHECKED BY: J.M.P.
 DATE: 11/11/2022
 SCALE: AS SHOWN
 SHEET NO: **P4.4 of D1.6**



Agenda Item Executive Summary

Item Name Class A Liquor License Request- On the Rocks by Bobby 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 Totra Maa Bartlett Inc. doing business as On the Rocks by Bobby, 997 S. Route 59. The Class A allows for the retail sale of beer, wine and alcoholic liquor for consumption on their premises, Sunday through Thursday from 8:00 a.m. until 1:00 a.m. and 8:00 a.m. until 2:00 a.m. Friday and Saturday.

ATTACHMENTS (PLEASE LIST)

Staff Memo Dated 02/27/2023
Class A Liquor License Application
Proof of Insurance
Surety Bond
Basset Training Certificate
Copy of Lease Agreement
Memo from Police Department

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class A Liquor License application submitted by Totra Maa Bartlett, Inc.

Staff: Samuel Hughes Date: 02/27/2023
Senior Management Analyst

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Sr. Management Analyst
Date: February 27, 2023
Re: Class A Liquor License Request- On the Rocks by Bobby

Attached for your consideration is a Liquor License application submitted by Totra Maa Bartlett Inc. doing business as On the Rocks by Bobby, 997 S. Route 59.

The owners are requesting a Class A License. The Class A allows for retail sale of beer, wine and liquor for use and consumption on the premises from 8:00 a.m. to 1:00 a.m. Sunday through Thursday and 8:00 a.m. to 2:00 a.m. Friday and Saturday.

No Class A license needs to be created because Gambits Place which formally leased this space, closed down a short time ago and their license is still on the books.

As the attached memo from the Police Department indicates, the applicant satisfies the requirements for the issuance.

The appropriate Surety Bond and Certificate of Insurance have been submitted by the applicant. They have been reviewed and approved by the Village Attorney.

Motion

I move to approve the Class A Liquor License application submitted by Totra Maa Bartlett Inc.



LQ-23-1

Liquor License

Status: Active

Date Created: Jan 20, 2023

Applicant

KINAL PATEL
bobby1681@gmail.com

[REDACTED]
Bartlett, IL 60103
[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)

ON THE ROCKS BY BOBBY

Entity Type

Corporation

Corporation or LLC Name

TOTRA MAA BARTLETT INC

Corporation Registered Agent

KINAL PATEL

Date Corporate Charter was issued

01/13/2023

List the total number of issued shares of common stock of the corporation

1,000

Business Phone Number

Primary Business Email Address

[REDACTED]
BOBBY1681@GMAIL.COM

Federal Employer Identification Number

[REDACTED]

Nature of Business

WHISKEY BAR & LOUNGE

Floor Plan



ON THE ROCKS.pdf

Uploaded by KINAL PATEL on Jan 20, 2023 at 12:51 pm

Articles of Incorporation



TOTRA MAA BARTLET INC.PDF

Uploaded by KINAL PATEL on Jan 20, 2023 at 12:50 pm

Retailer Occupational/Sales Tax Number

[REDACTED]

Number of Employees

6

Certificate of Good Standing



TOTRA MAA BARTLET INC.PDF

Uploaded by KINAL PATEL on Jan 19, 2023 at 2:39 pm

Provide proof of filing a certificate to transact business under an assumed name for the Partnership with the County Clerk of the country in which the business is or will be located and in which the partnership conducts or intends to conduct business as required under the Assumed Business Name Ace (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

KINAL PATEL

Residential Address

[REDACTED]

Corporate Role

Officer

Birth date

[REDACTED]

Percentage of total stock held

100

Additional Business Information

Copy of Deed or Lease



SIGN LEASE.pdf

Uploaded by KINAL PATEL on Jan 20, 2023 at 4:03 pm

Certificate of Registration



TOTRA MAA BARTLET INC.PDF

Uploaded by KINAL PATEL on Jan 20, 2023 at 4:03 pm

Copy of County Health Permit



HEALTH PERMIT .pdf

Uploaded by KINAL PATEL on Jan 20, 2023 at 4:03 pm

Other Locations

NONE

Previous Addresses

NONE

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 A

Does applicant seek a liquor license on the premises as a restaurant?

Yes

If you will be operating as a restaurant, are the premises:

Maintained and held out to the public as a place where meals are actually and regularly served?

Yes

Provided with adequate and sanitary kitchen and dining room equipment and capacity with sufficient employees to prepare, cook, and serve suitable food?

Yes

What is the seating capacity of the restaurant?

40

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

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

KINAL PATEL

Home address:

[REDACTED]

Position held by the Liquor Manager in the business

OWNER / MANAGER

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:

01/05/2023

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

KINAL PATEL

Primary contact phone number

[REDACTED]

Secondary contact

RUSHIR PATEL

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

KINAL PATEL

01/20/2023

The business applying for this license has a Certificate of Occupancy issued by the Village of Bartlett Planning & Development Services Department.



I hereby certify that as the applicant, I am the owner of the business.

Staff Use Only

Text for License - Name long

--

Type of Liquor License Issued

--

Business Center

--

Text for License - Restrictions

--



Office of the Secretary of State

ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number



Entity Name

TOTRA MAA BARTLETT INC.

Status

ACTIVE

Entity Information

Entity Type

CORPORATION

Type of Corp

DOMESTIC BCA

Incorporation Date (Domestic)

Friday, 13 January 2023

State

ILLINOIS

Duration Date

PERPETUAL

Agent Information

Name

KINAL PATEL

Address

ROSELLE , IL 60172

Change Date

Friday, 13 January 2023

Annual Report

Filing Date

00/00/0000

For Year

[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)

FORM **BCA 2.10**
ARTICLES OF INCORPORATION
Business Corporation Act

Filing Fee: \$150

File #: 74051618

Approved By: MJE

FILED
JAN 13 2023
Alexi Giannoulis
Secretary of State

1. Corporate Name: TOTRA MAA BARTLETT INC.

2. Initial Registered Agent: KINAL PATEL

Initial Registered Office	First Name	Middle Initial	Last Name
	ROSELLE	IL	60172-4728
	City	State	ZIP Code
			DU PAGE
			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 JANUARY 13, 2023
Month & Day Year

KINAL PATEL

Name

Street

BARTLETT

City/Town

IL 00006-0103
State ZIP Code

Date of this notice: 01-13-2023

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

TOTRA MAA BARTLETT INC
ON THE ROCKS BY BOBBY
997 S SUTTON ROAD
BARTLETT, IL 60103

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-1739902. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	07/31/2023
Form 940	01/31/2024
Form 1120	04/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is TOTR. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Form **BCA-4.15/4.20**

**Illinois
Application to Adopt an
Assumed Corporate Name
Business Corporation Act**

FILE # 74051618

Secretary of State
Department of Business Services
Springfield, IL 62756
217-782-9520
www.ilsos.gov

Filing Fee: 60.00
Approved: MAP

FILED
Feb 21, 2023
Alexi Giannoulis
Secretary of State

1. Corporate Name: TOTRA MAA BARTLETT INC.

2. State of Incorporation: ILLINOIS

3. Date Incorporated/Qualified: 01/13/2023

4. Corporation intends to adopt and to use the assumed corporate name of:

ON THE ROCKS BY BOBBY

5. The right to use the assumed corporate name shall be effective from the date this application is filed by the Secretary of State until 01/01/2025, the first day of the corporation's anniversary month in the next year evenly divisible by five.

6. The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Date: Feb 21, 2023

Exact Name of the Corporation:
TOTRA MAA BARTLETT INC.

KINAL PATEL

Authorized Officer's Name

PRESIDENT

Title



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rlicorp.com
RLISURETY.COM

LICENSE AND PERMIT BOND

Bond No. [REDACTED]

KNOW ALL MEN BY THESE PRESENTS:

That we, TOTRA MAA BARTLETT INC. DBA ON THE ROCKS BY BOBBY
997 S SUTTON ROAD
Bartlett, IL 60103

as Principal, and the RLI Insurance Company, a corporation duly licensed to do business in the state of Illinois, as Surety, are held and firmly bound unto the Village of Bartlett, State of Illinois, Oblige, in the penal sum of Two Thousand and 00/100 (\$ 2,000.00) DOLLARS, lawful money of the United States, to be paid to the said Oblige, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the said Principal has been licensed as a(n) BAR/RESTURANT by the Oblige.

NOW, THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect for a period commencing on the 3rd day of February, 2023, and ending on the 3rd day of February, 2024.

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 3rd day of February, 2023.

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. [REDACTED]

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: TOTRA MAA BARTLETT INC. DBA ON THE ROCKS BY BOBBY

Obligee: Village of Bartlett

(Valid only when a County, City, Town or Village is named as Obligee)

Type Bond: RETAIL LIQUOR STORE

Bond Amount: \$ 2,000.00

Effective Date: February 3, 2023

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 3rd day of February, 2023.



RLI Insurance Company
By: B. 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 3rd day of February, 2023.

RLI Insurance Company
By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary

State of Illinois }
County of Peoria } SS

On this 3rd day of February, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Geiger
Catherine D. Geiger 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. 

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

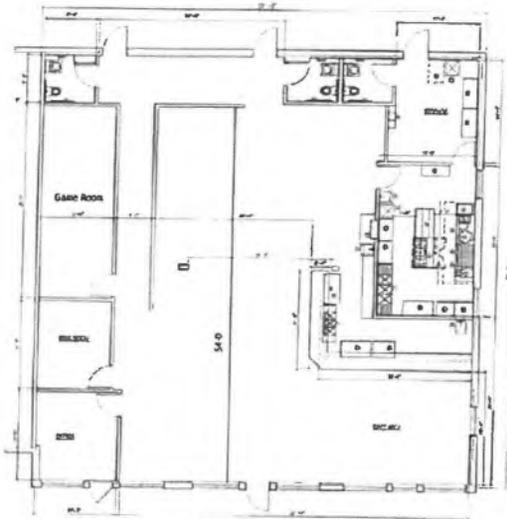
If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

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.



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- 30. 1/2" x 1/2" x 1/2" x 1/2" x 1/2" x 1/2"

COMMERIAL LEASE AGREEMENT

THIS LEASE, made on the 1st day of JANUARY 2023, by MKV Investments LLC, an Iowa limited liability company & SHWETA 01 INC ("collectively, Landlord") and TOTRA MAA BARTLETT INC D/B/A ON THE ROCKS BY BOBBY , an Illinois company, and KINAL PATEL ("Tenant").

WHEREAS, Landlord is the owner of land and improvements commonly known and Numbered as 993-997 S. State Route 59, Bartlett, Il. ("the Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, Conditions and provisions herein set forth and

WHEREAS, Tenant wishes to lease the Unit, on the following terms and conditions, IT IS THEREFORE AGREED By and Between Landlord and Tenant as follows

WITNESSETH:

ARTICLE I - GRANT AND TERM

SECTION 1.01. LEASE AREA

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and Tenant rents from Landlord the Unit identified above and located at 993-997 S. State Route 59, in the Village of Bartlett, County of DuPage, State of Illinois, which may legally be used for commercial purposes under its current zoning (

SECTION 1.02. INITIAL TERM

The initial term of this Lease shall be for five years and shall commence upon January 1, 2023 (the "Commencement Date") and terminate DECMEBER 30, 2028 (the "Initial Term").

SECTION 1.03. OPTION TO EXTEND

Provided that Tenant shall not be in default of any of the terms, conditions or covenants contained herein, Tenant shall have the option to extend the term of this Lease for an additional two (2) five-year periods. Said extension terms shall upon the same terms and conditions as contained in this Lease, except that notice that the option will be exercised shall be served upon landlord no later than 90 days prior to the extension. Further to exercise the option the Tenant shall not be in default of any terms, conditions or covenants contained herein at the date of exercise of such option. The term "Lease Term" or "term of this Lease" shall include the initial term and the extension term(s), if the option to extend is exercised.

ARTICLE 11 – RENT, SECURITY DEPOSIT AND OPTION

SECTION 2.01. BASE RENT

The second & third month after the Commencement Date, Tenant's obligation to pay the base rent shall be abated, further, the base rent shall be abated for the thirteenth first month of the first renewal period, if the first option is so exercised. Tenant agrees to pay, in advance upon the first day of each and every month during the term of the Lease, to the Landlord, at the office of Landlord, or at such other place designated by Landlord, without any prior demand therefore and without any deduction or setoff and as fixed Minimum Rent as follows: For the first year a base rent of \$4000.00 per month, then on each annual anniversary the base rent shall increase 3% for the following lease year, as well as for the option years to This is a triple net lease and tenant shall also be obligated to make the payments as set forth in section 2.04 below.

SECTION 2.02 SECURITY DEPOSIT

Tenant agrees to pay Landlord a Security Deposit in the amount of **One Thousand Five Hundred Dollars and 00/100 (\$1500.00)**. Tenant shall submit additional

SECTION 2.03 RIGHT OF FIRST REFUSAL

In the event that Landlord decides to place the property for sale during the first 5 years of this Lease, tenant will have the right of first refusal at a price to be agreed upon by the parties. Landlord shall give tenant written notice of his intent to place the property for sale, thereafter, the parties will have a period of 30 days to reach an agreement on the price and terms, in the event they are unable to reach an agreement in this time period, the right of first refusal shall terminate. If tenant fails to exercise said option in the first 5 years, this option shall lapse and be of no further force and effect.

SECTION 2.04 TAXES and CAM

Tenant shall be liable for the real estate tax bill on said parcel, Landlord's insurance costs, and the Condominium Assessments and shall pay to landlord the sum of \$1735.00 per month towards these bills. At least annually, landlord shall recalculate the tenants' obligations hereunder and tenant shall be responsible for any deficiency in the amount previously paid. Tenant's monthly obligations hereunder shall be adjusted to reflect 1/12 of the annual taxes as evidenced by the most recently ascertainable tax bill, 1/12 of the annual insurance costs, and the monthly condominium assessments. Tenant shall also pay 1/2 of any special assessments charged by the condominium association.

SECTION 2.05 ADDITIONAL RENT

The Tenant shall pay as additional rent any money required to be paid pursuant to the terms under this Lease, whether or not the same be designated additional rent. If such amounts or charges are not paid at the time provided in this Lease, they shall, nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Landlord.

SECTION 2.06 LATE CHARGES

All amounts due pursuant to Article II from Tenant are due on a monthly basis on the first of the month. Tenant shall pay a penalty of 5% of any amounts due under Article II but received after the fifth of the month and an additional 5% every thirty days thereafter that the amount remains unpaid.

ARTICLE III - CONDUCT OF BUSINESS BY TENANT

SECTION 3.01. USE OF LEASED PREMISES

Tenant shall use the Leased Premises solely for the purpose of conducting the business as a restaurant/bar/gaming facility. Tenant will not use or permit, or suffer the use of, the Leased Premises for any other business or purpose.

SECTION 3.02 NON-COMPETITION

Tenant warrants and affirms that it will not conduct or expand its business into other areas in the City of Bartlett, IL or within 15 miles of the leased Premises. Landlord may enforce this covenant in a court of law and Tenant shall be responsible for Landlord's legal costs, including attorney's fees.

ARTICLE IV

SECTION 4.01. TENANT SHALL DISCHARGE ALL LIENS

Tenant agrees to pay, when due, all sums of money that may become due for any labor, services, materials, supplies, or equipment furnished or to be furnished to or for the Tenant in, upon or about the Leased Premises and which may be secured by any mechanics', materialmen's or other lien against the Leased Premises and/or Landlord's interest therein. Tenant will cause each such lien to be fully discharged and released at the time the performance of any obligation, secured by any such lien matures and/or becomes due; provided, however, that if Tenant desires to contest any such lien, shall deliver to the Landlord such cash or other security as the Landlord shall reasonably require. Tenant agrees, notwithstanding any such contest, if any, if such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed or if so stayed and said stay thereafter expires, then and in any such event either (a) Tenant shall forthwith pay and discharge said judgment, or (b) Landlord may satisfy same from the Security Deposit If such Security Deposit is insufficient, Landlord may, at its option, pay the excess and such amount paid by Landlord shall be forthwith due and payable to Landlord by Tenant as additional rent.

ARTICLE V - ALTERATIONS, MAINTENANCE, LEASEHOLD

IMPROVEMENTS

SECTION 5.01 TENANT'S MAINTENANCE AND

CONDITION OF THE LEASED PREMISES

Tenant acknowledges that he has examined and knows the condition of the Premises and has received the same in good order and repair and acknowledges that no representations as to the condition and repair thereof have been made by Landlord or

his agent or the Association. Tenant shall keep the interior of Premises and all appurtenances thereto, in good repair and will keep the Premises in clean condition according to the applicable laws and rules and regulations of the association during the term of this Lease. At the end of the Lease, Tenant shall surrender the Premises in good condition and repair to Landlord.

Landlord shall have the HVAC systems serviced and in good working order at the beginning of the lease. Thereafter, during the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs and maintenance and Landlord-approved alterations to the Interior of the Leased Premises, including but not limited to the interior plumbing and electrical and ventilation and all such maintenance and repairs shall be performed in accordance with applicable government rules, regulations and laws and shall be performed by qualified contractors in a workmanlike manner. Tenant shall also be responsible for the regular maintenance of the HVAC system by a licensed HVAC technician. Tenant shall keep a record of all maintenance on the property and shall supply a copy of same to landlord upon request or at a minimum every 6 months.

If greasetraps are installed in the premises, Tenant shall make sure they are regularly cleaned out and maintained. Unless the Landlord consents, all greasetraps shall be removed and the floor repaired to its original condition at the Tenant's expense, upon termination of this Lease.

Landlord shall keep in good order, condition and repair the exterior foundations, exterior walls. Landlord provides no warranty in connection with the construction of the UNIT, nothing contained herein or in this Lease shall, however, be deemed or construed to be a warranty or representation by Landlord of the physical condition of the Leased Premises or of the UNIT, it being understood that Tenant accepts the condition of the Leased Premises upon possession.

SECTION 5.02 FURNISHING AND EQUIPMENT

INTENTIONALLY DELETED

SECTION 5.03. TENANT'S ALTERATIONS.

Tenant shall not have the right to make any alterations, improvements and/or additions to the Leased Premises which affect the interior or exterior thereof or any structural, mechanical or electrical components thereof, without first obtaining Landlord's written consent, which shall not be unreasonably withheld or delayed. All alterations, additions,

improvements and fixtures, other than trade fixtures, which may be made or installed by either of the parties hereto upon the Leased Premises and which in any manner are attached to the floors, walls, or ceilings, shall become the property of the Landlord and after termination of this Lease, shall remain upon and be surrendered with the Leased Premises as a part thereof, without disturbance, molestation or injury. Any floor covering which may be cemented or otherwise affixed to the floor of the Leased Premises shall be and become the property of the Landlord. Tenant, its employees or agents, shall not make, paint, drill or in any way deface any walls, ceilings, partitions, door, wood, stone or iron work without Landlord's prior written consent, which shall not be unreasonably withheld or delayed. All work done by Tenant shall be completed in a good and workmanlike manner.

SECTION 5.04. DEFINITION OF LEASEHOLD IMPROVEMENTS

Whenever reference is made in this Lease to "Tenant's leasehold improvements", the same shall mean all alterations, additions, improvements and fixtures (other than trade fixtures) and cemented-down floor coverings which are made to or installed upon the Leased Premises or the UNIT of which the Leased Premises form a part, by or at Tenant's expense.

SECTION 5.05. SIGNS

Tenant shall be entitled to signage at the Property subject to Landlord's written approval and in accordance with the rules and regulations of the Condominium association and must be properly permitted through the Village of Bartlett. Further, all signs shall be subject to the Village of Bartlett ordinances. Tenant further agrees to maintain such as may be approved in good condition and repair at all times.

SECTION 5.06. TENANT'S FAILURE TO MAINTAIN

If Tenant refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of Landlord within ten (10) days of receipt of written demand, unless such repairs cannot be made within that ten (10) day period, and in such case if Tenant does not commence repairs within the ten (10) day period and diligently pursue same until completed, Landlord may make such repairs, upon 5 days notice, without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, except if such loss or damage is the result of the gross negligence or willful misconduct of Landlord or its agents, employees or contractors. If Landlord should make such repairs as provided

herein, upon completion thereof, Tenant shall pay Landlord's costs for making such repairs upon presentation of bill therefor, as additional rent.

SECTION 5.07. TERMINATION AND CONDITION OF LEASED PREMISES

On the last day of the term of this Lease, whether by passage of time or due to termination of the lease term, Tenant shall quit and surrender the Leased Premises, broom clean, in good condition and repair (reasonable wear and tear and loss by fire, or other insured casualty excepted) together with all alterations, additions and improvements and signage which may have been made in, to, or on the Leased Premises, except furniture or trade fixtures put in at the expense of Tenant. If any furniture or trade fixtures removed by Tenant are affixed in any manner to the Leased Premises, Tenant shall restore any damage resulting from such removal. Tenant shall ascertain from Landlord within 60 days before the end of the Lease term whether Landlord desires to have the front doorway of the Leased Premises restored to its condition when the Leased Premises were delivered to Tenant and if Landlord shall so desire the Tenant shall so restore said doorway before the end of the Lease term at Tenant's sole cost and expense. Tenant, on or before the end of the Lease term, shall remove all his property from the Leased Premises, and all property not so removed shall be deemed abandoned by Tenant.

ARTICLE VI - INSURANCE AND INDEMNITY

SECTION 6.01. PROPERTY AND LIABILITY INSURANCE

Tenant agrees, at its own expense, to initiate, keep and maintain in full force during the Lease term a policy or policies of Property and Comprehensive Liability insurance with the minimum limit of two million dollars "across the board", including property damage, dram shop insurance and liability written by one or more responsible insurance companies licensed to do business in the State of Illinois, which will insure the Tenant and Landlord (and such other persons, firms or corporations as are designated by Landlord), against liability for injury to persons and/or property and death of any person or persons occurring in or about the Leased Premises, except for loss or damage resulting from the negligent act of Landlord, its employees, agents and/or contractors..Landlord and the Association shall be named as an "additional insured" on all such policies. Tenant shall also maintain and keep in force Plate Glass insurance coverage on all exterior plate glass in the Leased Premises. The insurance as in this Paragraph provided, may be covered by general policies covering all of Tenant's operations. Tenant shall provided Landlord with copies or certificates of all such policies

and proof of prepayment of the premiums thereon, and said copies or certificates shall include an endorsement which states that such insurance shall not be cancelled except after 30 days prior written notice to Landlord.

SECTION 6.02. FIRE AND EXTENDED COVERAGE BY TENANT

Tenant agrees that it will at all times during the Lease term maintain in force on the structure and all of its fixtures and equipment in the Leased Premises, a policy or policies of Fire insurance with a Standard Extended Coverage Endorsement attached, to the extent of their insurable value, the proceeds of which will, so long as this Lease is in effect, be used for the repair or replacement of the fixtures and equipment and interior structures so insured. Further, Tenant shall insure, at Tenant's expense, Tenant's leasehold improvements to the extent of their insurable value, and the policies of insurance shall provide for not less than 30 notice to Landlord prior to cancellation thereof. In the event of duplication between any such insurance maintained by Tenant under this Section and insurance maintained separately by Landlord, which results in any dispute as to who is entitled to payment in the event of loss, Tenant's insurance shall be deemed the primary coverage.

SECTION 6.03. INDEMNIFICATION OF LANDLORD

Except in the case of gross negligent acts or omissions by Landlord, Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, Tenants or concessionaries to the extent that the same is covered by insurance.

SECTION 6.04. COSTS AND EXPENSES

If either Tenant or Landlord must take action, which may, but not necessarily will include filing suit to enforce the covenants and agreements contained in this Lease, the parties agree that the losing party shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by prevailing party in enforcing the covenants and agreements in this Lease.

ARTICLE VII

SECTION 7.01. UTILITY CHARGES

Tenant shall be solely responsible for and promptly pay all charges for heat, gas, electricity or any other utility used or consumed in the Leased Premises and shall have same billed in tenant's name. The association provides the water/sewer. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Leased Premises unless such interruption or failure in supply is due to the gross negligence or willful misconduct of Landlord or its agents, employees or contractors. .

ARTICLE VIII - OFFSET STATEMENT, ATTORNMENT, SUBORDINATION

SECTION 8.01. OFFSET STATEMENT

Within 10 days after request therefore by Landlord, or in the event that upon any sale, assignment or hypothecation of the UNIT or the Property by Landlord; Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are no modifications, defaults, prepayments of rent, defenses or offsets thereto, or stating those claimed by Tenant.

SECTION 8.02. SUBORDINATION.

Tenant agrees that this Lease shall be subordinate to any mortgages or trust deeds that are now or may hereafter be placed upon the Property, the UNIT or the Leased Premises and to any and all advances made or to be made thereunder and to the interest thereon and all renewals, replacements and extensions, thereof, provided that, as a condition to subordinating its rights and interests under this Lease to any mortgage or trust deed, Tenant shall be entitled to require the mortgagee or beneficiary named in said mortgage or trust deed to enter into a non-disturbance and attornment agreement with Tenant, which agreement shall be in a reasonable and customary form. Notwithstanding anything contained herein to the contrary, each mortgagee or beneficiary named in said mortgage or trust deed shall execute a non-disturbance and attornment agreement with Tenant which shall provide that so long as Tenant is not in default, this Lease shall survive any foreclosure proceedings by any mortgagee.

ARTICLE IX - ASSIGNMENT AND SUBLETTING.

SECTION 9.01. CONSENT REQUIRED

Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, without the prior written consent of Landlord.

ARTICLE X - WASTE, GOVERNMENTAL REGULATIONS.

SECTION 10.00. WASTE OR NUISANCE.

Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Tenant in the UNIT, or which may disturb the quiet enjoyment of any person within 30 feet of the UNIT.

SECTION 10.02. TENANT'S COMPLIANCE WITH LOCAL LAWS

ORDINANCES, CODES, ETC.

Tenant shall, at its own cost and expense, promptly and properly observe, comply with and execute, all present and future orders, regulations, directions, ordinances and code requirements of all Governmental authorities (including but not limited to State, Municipal, County and Federal Governments and their departments boards and officials), and the Board of Fire Underwriters, arising from the Tenant's use or occupancy of the Leased Premises, provided that Tenant shall not thereby be required to make structural alterations to the Leased Premises. Tenant shall have the right to contest or review, by legal procedure or in such manner as Tenant may deem suitable, at its own expense, any such order, direction, rule, requirement, law, ordinance, code or regulation, and if able, may have the same cancelled., removed, revoked or modified, provided that Landlord is not subjected to a prosecution as a result thereof, and that Landlord's title to the Property is not subject to forfeiture as a result thereof, and the Tenant hereby agrees to indemnify and hold Landlord harmless from and against any civil liability as a result thereof. Such proceedings shall be conducted promptly and shall be diligently seen to a conclusion. Whenever any such requirement becomes absolute after a contest, Tenant shall immediately comply with the same or so much thereof as shall have been judicially sustained. Tenant shall also comply with the reasonable rules and regulations established from time to time by the Landlord.

SECTION 10.03. HAZARDOUS MATERIAL

Neither the Tenant nor its agents, employees, contractors or invitees shall, without the prior written consent of the Landlord, cause or permit any Hazardous Material (as hereinafter defined) to be brought or remain upon, kept, generated, used, released,

discharged, disposed of leaked, or emitted in, or, under, about, to or from or treated at the Premises or the Property. As used in this lease, "Hazardous Material(s)" shall mean any hazardous, etiological, toxic, dangerous or radioactive substance, material, matter of waste which is or becomes during the terms of this lease regulated by any applicable federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, and shall include but not be limited to asbestos, or any substance containing asbestos, petroleum products or any substance containing hydrocarbons, polychlorinated biphenyls, lead, radon, pesticides, any substance which, when on the Premises, is prohibited by any Environmental Laws or any other substance, material or waste which by any Environmental Laws requires special handling or notification of any governmental authority in its collection, storage, treatment or disposal and the terms "Hazardous Substance" and "Hazardous Waste" as defined in any Environmental Laws. As used in this lease, "Environmental Laws" shall mean any and all federal, state and local laws, statutes, codes, ordinances, regulations, rules or other requirements, relating to human health or safety or to the environment, including, but not limited to, those applicable to the storage, treatment, disposal, handling and release of any Hazardous Materials, all as amended or modified from time to time including without limitation the Comprehensive, Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 9601 et seq. ("CERCLA"), and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq. ("RCRA"). However, "Hazardous Materials" shall not include substances which are necessary to be used or sold in the ordinary course of a business similar to the Tenant's business as permitted pursuant to this lease, provided, however, that such substances are used, handled, transported, stored, discharged or emitted in *de minimus* quantities and in compliance with all applicable federal, state or local laws, rules, regulations, codes, ordinances or any other governmental restrictions or requirements. If such substances are not so handled, transported or stored then they shall be deemed "Hazardous Materials" for purposes of this lease. Notwithstanding such consent, the Landlord may revoke its consent upon:

- (1) the Tenant's failure to remain in full compliance with applicable environmental permits and any other requirements under any federal, state, or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement related to environmental safety, human health, or employee safety,
- (2) the Tenant's business operations pose a human health risk (as determined by the federal, state or local governmental agency with the responsibility or jurisdiction to make that determination) to other Tenants, or
- (3) the Tenant expands its use, storage, or treatment of any Hazardous Materials in a manner inconsistent with the safe operation of the Property or Premises. Should the Landlord consent in writing to the Tenant bringing, using, storing or treating any Hazardous Material(s) in or upon the Premises or the Property, the Tenant shall

strictly obey and adhere to any and all applicable federal, state or local laws, ordinances, orders, rules, regulations, codes or any other governmental restrictions or requirements which in any way regulate, govern or impact the Tenant's possession, use, storage, treatment or disposal of said Hazardous Material(s). In addition, the Tenant covenants, represents and warrants to the Landlord, its agents, employees, affiliates and shareholders that it shall (1) at all times comply with all Environmental Laws in effect, or which may come into effect which are or become applicable to the Tenant or Tenant's use and occupancy of the Premises; (2) apply for and remain in compliance with any and all applicable federal, state or local permits in regard to Hazardous Materials; (3) report to any and all applicable governmental authorities any release of reportable quantities of any Hazardous Material(s) as required by any and all federal, state or local laws, ordinances, orders, rules, regulations, codes or any other governmental, restrictions or requirements,

- (4) immediately notice Landlord, in writing, of any existing, pending or threatened (a) investigation, inquiry, claim or action by any governmental authority in connection with any Environmental Laws; (b) third party claims, (c) regulatory actions; and/or (d) contamination of the Premises; (5) within ten (10) days of receipt, send to the Landlord a copy of any notice, order,
- (5) inspection report, or other document issued by any governmental authority relevant to the Tenant's compliance status with environmental or health and safety laws,
- (6) at Tenant's expense, investigate, monitor, remediate, and/or clean up any Hazardous Materials or other environmental condition on, about, or under the Premises required as a result of its use or occupancy of the Premises,
- (7) remove from the Premises or Property all Hazardous Materials which the Tenant brought or permitted to be brought upon the Premises or Property at the termination or earlier expiration of this lease; and
- (8) keep the Premises free of any lien imposed pursuant to any Environmental Laws. In addition to, and in no way limiting, the Tenant's duties and obligations as otherwise set forth in this lease, should the Tenant breach any of its duties and obligations as set forth in this paragraph of this lease, including violation of any Environmental Laws or if the presence of any Hazardous Materials on, under or about the Premises (excluding those Hazardous Materials that were present in the Premises prior to the Tenant's occupancy and those Hazardous Materials brought upon the Premises by the Landlord after Tenant's occupancy) results in contamination of the Premises or the Property, any land other than the Property, the atmosphere, or any water or waterway (including groundwater), or if contamination of the Premises or the Property by any Hazardous Materials otherwise occurs for which the Tenant is otherwise legally liable to the Landlord for damages resulting therefrom, arising directly or indirectly, the Tenant shall indemnify, hold harmless,

and at the Landlord's option, defend the Landlord, and its contractors, agents, employees, partners, officers, directors, and mortgagees, if any, from any and all claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes of action, judgments, liabilities, interest and losses of any and every kind and nature (including, without limitation, diminution in value of the Premises, and the Property, damages for the loss or restriction on use of the rentable or usable space or of any amenity of the Premises and the Property, damages arising from any adverse impact on marketing space at the Property, and sums paid in settlements of claims and for attorneys' fees, consultant fees and expert fees, which may arise during or after the term of this lease or any extension hereof as a result of such contamination), this includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of Hazardous Material(s) on or about the Premises or the Property (excluding those Hazardous Materials that were present in the Premises prior to the Tenant's occupancy and those Hazardous Materials brought upon the Premises by the Landlord after the Tenant's occupancy}, or because of the presence of Hazardous Premises (excluding those Hazardous Materials that were present in the Premises prior to the Tenant's occupancy and those Hazardous Materials brought upon the Premises by the Landlord after the Tenant's occupancy). Without limiting the foregoing, if the presence of any Hazardous Materials on, under or about the Premises or the Property caused or permitted by the Tenant results in any contamination of the Premises of the Property, the Tenant shall, at its sole expense, promptly take all actions and incur any expenses as are necessary to return the Premises or the Property to the condition existing prior to the introduction of any such Hazardous Materials to the Premises or the Property, provided, however, that the Landlord's approval of such actions shall first be obtained in writing, and such approval shall not be unreasonably withheld. Tenant further warrants and guarantees that it will clean and maintain any greasetraps and that it will conduct its business according to the codes and standards of the industry which its businesses partake in. Tenant's obligations, responsibilities and liabilities under this Paragraph shall survive the expiration or earlier termination of this lease.

ARTICLE XI - DESTRUCTION OF LEASED PREMISES

SECTION 11.01. TOTAL OR PARTIAL DESTRUCTION

If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, Tenant shall notify Landlord within 24 hours. If the Premises are not thereby rendered untenable in whole or in part, Landlord shall at its own expense (to the extent not covered by Tenant's insurance) cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the Leased Premises shall be rendered untenable to less than 25% of the Leased Premises area, Landlord shall, within thirty (30) days of such casualty, at its own expense expense (to the extent not covered by Tenant's insurance) cause the damage to be repaired, unless the repairs cannot be completed within said thirty (30) day period, and the rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable after such 30 day period. If 75% or more of the Leased Premises shall be rendered untenable by reason of such occurrence either (a) the Landlord shall, at its own expense expense (to the extent not covered by Tenant's insurance), cause such damage to be repaired, and the rent meanwhile shall abate until the Leased Premises have been restored and rendered tenantable, or (b) the Landlord may, at its election, terminate this Lease and the tenancy hereby created by giving to Tenant within sixty (60) days following the date of said occurrence, written notice of Landlord's election so to do and in the event of such termination, rent shall be adjusted as of the date of said occurrence. If Landlord fails to give notice of its election to terminate within said 60 day period, Landlord and Tenant shall both have the right to elect to terminate this Lease within 30 days following the end of the first 60 day period by giving written notice to the other. If Landlord elects to repair such damage and the repairs are not completed within 180 days of the date of the occurrence ("Landlord's Repair Period"), Tenant, at its option may (a) extend the Landlord's Repair Period and, at Tenant's sole option, extend the term of this Lease by the duration of the Landlord's Repair Period or (b) elect to terminate this Lease, and in the event of such termination, rent shall be adjusted as of the date of said occurrence. The 180 day period is subject to extension due to (a) reasonable delays for insurance adjustments and (b) delays caused by forces beyond Landlord's control. Tenant's right to terminate shall be in addition to and not in lieu of all other remedies available to Tenant for a breach by Landlord.

SECTION 11.02. LANDLORD'S OBLIGATION OF RESTORATION.

Landlord's obligation (should it elect or be obligated to repair or rebuild) shall be limited to the basic UNIT, store front and restoration of Landlord's Work as described on Exhibit B, including electrical, sanitary sewer, water and natural gas services up to Tenant's meters or points of connection at the Leased Premises, but shall not include Tenant's leasehold improvements except to the extent of proceeds of insurance thereon received by Landlord, and in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment.

SECTION 11.03. TENANT'S OBLIGATION TO RESTORE

LEASEHOLD IMPROVEMENT

In the event of any damage or destruction to Tenant's leasehold improvements, Tenant shall repair and restore the same to substantially equal quality, provided, however, that if this Lease is susceptible to termination as a result of the event or events causing such damage or destruction, then Tenant shall not be obligated to make such repair and restoration until all such rights of termination have expired (either by passage of time or written waiver thereon) with Lease remaining in full force and effect.

ARTICLE XII - CONDEMNATION

SECTION 12.01. TOTAL CONDEMNATION.

In the event that the whole of the Leased Premises, or such portion of the Leased Premises or the UNIT or the Property as will render the balance thereof incapable of being restored to an economic unit reasonably suitable for the Tenant's continued occupancy for the purposes and uses for which the Leased Premises are leased, shall be permanently taken or condemned for a public or quasi-public use or purpose by any competent authority, then and in either of those events, the term of this Lease shall terminate from the date when possession of the Leased Premises shall be required for such use or purpose. Tenant specifically retains the right to pursue a separate award for the taking of the Leased Premises, Tenant's leasehold interest and improvements. Any award obtained by Tenant shall be Tenant's sole property.

SECTION 12.02. PARTIAL CONDEMNATION.

In the event only a part of the Leased Premises, the UNIT or the Property shall be taken of, condemned for a public or quasi-public use or purpose by any competent authority and the balance of the Leased Premises can be restored to an economic unit reasonably suitable for Tenant's purposes by the expenditure of a sum not in excess of the award, and provided that there has not been a taking of a portion of the Property (including by way of description, the parking lot) which renders the Leased Premises less suitable for Tenant's purposes, this Lease shall not terminate and Landlord, at its cost and expense, shall within a reasonable time, repair and restore the Leased Premises. If a portion of the Property, including by way of description, a portion of the parking lot, has been taken, and such taking renders the Leased Premises less suitable for Tenant's purposes, in such event, Tenant shall have the right, upon sixty (60) days

notice to Landlord to declare this Lease terminated, and such termination shall be effective as of the date when possession of the part taken is delivered to the taking body. Any award paid as a consequence of such taking or condemnation shall be paid to Landlord, and shall be applied, as far as necessary, to the cost of repair and restoration. Any sums remaining unexpended after such application shall be retained by and belong to Landlord. From the date such part of the Leased Premises is actually taken, there shall be equitable reduction of the rental as set forth in Article II hereof. Tenant specifically retains the right to pursue a separate award for the taking of the Leased Premises, Tenant's leasehold interest and improvements. Any award obtained by Tenant shall be Tenant's sole property.

SECTION 12.03. LANDLORD'S OPTION TO TERMINATE.

In the event only a part of the Leased Premises shall be taken or condemned for a public or quasi-public use or purpose by any competent authority, and the balance thereof can be restored to an economic unit suitable for Tenant's purpose, but only by the expenditure of a sum in excess of the award, Landlord shall have the option of electing to repair and restore the Leased Premises, or terminating this Lease. If the Landlord elects to terminate this Lease, it shall do so by notice in writing, to Tenant within 90 days of the rendition of the award. Failure of the Landlord to serve such notice shall constitute election to restore and repair the Leased Premises. In the event any portion of the Leased Premises shall be so taken or condemned at such time as the then remaining term of this Lease is less than fifty (50%) percent of the Initial Term, then in either event Landlord shall have the option of electing to repair and restore the leased Premises, or terminating this Lease. If the Landlord elects to terminate this Lease, it shall do so by notice in writing, to Tenant within 90 days of the rendition of the award. Failure of the Landlord to serve such notice shall constitute election to restore and repair the Leased Premises. In the event of the Lease termination pursuant to this Paragraph, the termination shall be effective as of the date when possession of the portion of the Leased Premises was required by the taking authority, and current rental shall, in such case, be apportioned as of the date of such termination, and the award shall belong solely to Landlord. Notwithstanding the foregoing, if Tenant, within 14 days after such notice of termination under this Section 12.03, notifies Landlord in writing that Tenant elects to itself pay the cost of restoration then such notice of termination shall be null and void and Tenant shall proceed to repair and restore the Leased Premises. In such cases, Tenant shall have 120 days to complete the repairs and rent will be abated during the repair period and the lease will be extended for the period of time of the rent abatement.

SECTION 12.04. DISTRIBUTION OF AWARD.

All compensation awarded or paid upon such a total or partial taking of the Leased Premises as compensation for the fee shall belong to, and be the sole property of Landlord; provided, however, that Landlord shall not be entitled to any award made to Tenant for loss of business, depreciation to, and cost of removal of stock, equipment and fixtures; and provided further that Tenant shall be entitled to any portion of such award which represents compensation for Tenant's leasehold improvements except to the extent such award expressly includes compensation for such leasehold improvements. Tenant shall retain the right to pursue an award from the taking agency, include an award for the value of Tenant's leasehold estate. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this Article XII including identification of "tenant's leasehold improvements to the condemning authority.

ARTICLE XIII - DEFAULT OF THE TENANT.

SECTION 13.01. RIGHT TO RE-ENTER.

In the event of: (a) Breach or default by Tenant in the payment of the applicable rent or in any other payment to be made by Tenant to Landlord under any of the provisions of this Lease, and such breach or default shall not be cured by Tenant ten (10) days from the date of Landlord's written notice thereof to Tenant; (b) Breach or default by Tenant in the performance of any of its other undertakings under any of the provisions of this Lease, and such non-monetary breach or default shall not be cured by Tenant within the period of thirty (30) days from the date of Landlord's written notice thereof to Tenant, in the case of such non-monetary breach or default which can be reasonably cured within said period of thirty (30) days; (c) An assignment by Tenant for the benefit of creditors, commission by Tenant of any act of bankruptcy, or the filing by Tenant of petition under any bankruptcy or insolvency law, or the filing against Tenant of such a petition and the same is not dismissed within sixty (60) days from the date of its filing or if a receiver or similar court officer becomes entitled to this leasehold (other than pursuant to a mortgage foreclosure) and such receiver or similar court officer is not discharged within sixty (60) days from the date of this appointment; or if Tenant's interest in the Lease is taken on execution or other process of law in any action against Tenant and such process is not dismissed or stayed within sixty (60) days from the date of such taking; then Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may change the locks and remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service

of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

SECTION 13.02. RIGHT TO RELET .

Should Landlord elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by Law, it may either terminate this Lease or it may from time to time without terminating this Lease, may change the locks and make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder, if such rentals received from such reletting any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such reentry or taking possession of said Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises and reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the rent paid by Tenant from the commencement of the term to the time of default, or during the preceding full calendar years, whichever period is shorter. Tenant further acknowledges that the UNIT covered hereunder is being constructed pursuant to tenant's plans and are very unique and specific for tenants

purposes, as such, Landlord may recover from tenant for any reasonable expenses incurred in making said property fit for the purpose of obtaining a new tenancy on said property in the event of Tenants' default. Further, Landlord shall be entitled to incidental and consequential damages in the event of tenants default.

SECTION 13.03. LEGAL EXPENSES

In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Landlord or Tenant to be kept or performed, and a breach shall be established, the losing party shall pay to the prevailing party all expenses incurred therefor, including a reasonable attorney's fee.

SECTION 13.04. WAIVER OF JURY TRIAL.

The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the Relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, and/or any claim of injury or damage.

SECTION 13.05. WAIVER OF RIGHTS OF REDEMPTION.

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises, by reason of the violation by Tenant of any of the covenants or conditions of this Lease, or otherwise.

ARTICLE XIV - ACCESS BY OWNER

SECTION 14.01. RIGHT OF ENTRY.

Landlord or Landlord's agents shall have the right to enter the Leased Premises at all reasonable times during normal business hours to examine the same. Landlord and Landlord's agents shall have the right to enter the Leased Premises upon no less than 24 hours prior notice, to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, provided, however that such repairs, alterations, improvements or additions are made in a good, workmanlike and expedient manner. During the six (6) months prior to the expiration of the term of this Lease or any

renewal terms, Landlord may exhibit the Leased Premises to prospective tenants or purchasers, and place upon the Leased Premises the usual notices "For Rent" or "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit an entry into said Leased Premises, at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, or, in the case of an emergency where delay would cause additional harm to persons or property, Landlord or Landlord's agents may forcibly enter the same, without rendering Landlord or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord, any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the UNIT or any part thereof, except as otherwise herein specifically provided. In the exercise of its rights under this Section 14.01 Landlord will attempt to work with Tenant to set a mutually agreeable schedule for such entry and will use reasonable care not to unduly interfere with the business operation of Tenant.

ARTICLE XV - TENANT'S PROPERTY

SECTION 15.01. TAXES ON LEASEHOLD.

Tenant shall be responsible for and shall pay before delinquency all Municipal, County or State taxes assessed during the term of this Lease against any leasehold interest of Tenant.

SECTION 15.02. LOSS AND DAMAGES.

Landlord shall not be liable for any damage to property of Tenant or of other property located on the Lease Premises, nor for the loss of or damage to any property of Tenant or others by theft or otherwise. In the event the association fails to maintain the common areas of the UNIT, resulting in damage or injury to Tenant, its employees, invitees, agents or Tenant's property, Landlord agrees to cooperate with Tenant in enforcing the obligations of the association and in pursuing any remedy available under the declaration, by-laws, or rules of the association. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other Tenants or persons in the Leased Premises, occupants of adjacent property, of the

UNIT, or the public, or caused by operations in construction of any private, public or quasi-public work. Except for those obligations, if any, arising out of any warranties (general or limited) executed by the Landlord in connection with the UNIT. Landlord shall not be liable for any latent defect in the Leased Premises or in the UNIT of which they form a part . All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage of the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Landlord.

SECTION 15.03. NOTICE BY TENANT.

Tenant shall give prompt notice to Landlord in case of fire or accidents in the Leased Premises or in the UNIT, of which the Leased Premises are a part or defects therein.

ARTICLE XVI - HOLDING OVER, SUCCESSOR

SECTION 16.01. TENANT HOLDOVER

If Tenant shall remain in possession of the Leased Premises after the expiration of the Lease term without executing a new Lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a. month-to-month tenancy, except that Tenant shall pay unto Landlord rental during the term of said month-to-month tenancy at the rate of one and one-half times the last month's rental preceding the expiration of the Lease term per month. Tenant shall pay all legal costs, including attorney's fees, connected with their holdover.

SECTION 16.02. SUCCESSORS.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and, assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

ARTICLE XVII - MISCELLANEOUS

SECTION 17.01. WAIVER.

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same of any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be decreed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No acceptance of rent by the Landlord shall have the effect of conferring any additional rights on the Tenant other than those contained in this Lease, and shall not extend the term of the lease, extend the term of a month-to-month tenancy or validate anything additional concerning the Tenant. No covenant, term or condition of this Lease shall be decreed to have been waived by landlord, unless such waiver be in writing by Landlord.

SECTION 17.02. ACCORD AND SATISFACTION.

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, nor negate Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

SECTION 17.03. ENTIRE AGREEMENT.

This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition of this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

SECTION 17.04. FORCE MAJEURE.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure, materials or service, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, rebellion, hostilities, military or usurped power, sabotage, through act of God or circumstances beyond the reasonable

control of the party delayed in performing work or doing acts required under the terms of this Lease, which were unforeseen at the time this Lease was executed, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 17.04 shall not operate to excuse Tenant from prompt payment of rent, additional rent or any other payments required by the terms of this Lease, unless Tenant is dispossessed of all or any portion the Leased Premises due to *force Majeure*, in which case rent shall abate ratably for the period of time that Tenant is dispossessed of the Leased Premises and the term of the lease shall be extended by the amount of the abated time.

SECTION 17.05 ASSOCIATION

Section 1. Definitions

"Association" shall mean the Bartlett Place Condominium Association. "Governing Documents" shall mean the Declaration, Bylaws, Policies and Rules and Regulations of the Association. "Lease" shall refer to this Lease Agreement. "Unit" shall mean the real property that is being leased under the Lease.

Section 2: Obligation to comply with the Governing Documents and law:

Tenant is obligated as a term of the Lease to comply with the provision of the Governing Documents and Federal, State, and City Laws. The Tenant shall be responsible for the actions of his/her household members, residents, guests, and/or visitors while they are on Association property and in the Unit. The failure of the tenant's household members, residents, guests, and/or visitors to comply with the requirements of this Section, shall be deemed as the Tenant's failure to comply.

Section 3: Acknowledges of the rules and regulations Tenant hereby acknowledges receipt of the rules and regulations of Bartlett Place Condominium Association and hereby represents that tenant has reviewed same.

Section 4: Condominium Association Rules and Regulations Tenant hereby agrees to be bound to and to comply with all the Condominium Association Rules and Regulations

Section 5: Failure to Comply/Termination: In the event of a default of any term of the Lease, by the Tenant, his house members, residents, guests and/or visitors, or upon violation of any provision of the Association's Governing Documents, in addition to any enforcement action the Association may take against the Owner, the Association may

have the right to terminate the Lease, after reasonable notice and an opportunity for a hearing, if the Owner who by express act or by inaction has refused to terminate the lease and evict the Tenant. Tenant may be responsible for its violations of the condominium rules and regulations, including being responsible for any fines imposed as a result of the actions of Tenant, his house members, residents, guests and/or visitors. An early termination of the Lease by the Association does not excuse the payments of rent by the Tenant for the remaining term of the Leased Premises under this document.

Section 6: Waiver and Breach

- a) A waiver by the Association of any breach of any term or condition hereof is not deemed a waiver of any other or any subsequent breach;
- b) A breach of any term of the Association rules and regulations shall be considered a breach of this lease.

Section 7: Copy of the Association: A copy of the Lease Agreement executed by the Owner and Tenant must be provided to the Association or the Association's management agent by law prior to the Tenant's move-in.

Section 8: Third-Party Beneficiary: Lessor and Tenant acknowledge that the Association is a third-party beneficiary of the promises made in the Lease.

SECTION 17.06 NOTICES.

Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States Certified Mail, postage prepaid, and shall be addressed:

if to Landlord: Martin Vesole
7301 Amberly Lane #205
Delray Beach, FL 33446

SHWETA O1 INC
420 WEST 22ND STREET
LOMBARD IL 60148

or at such other place as Landlord may designate by written notice, and

if to Tenant: with a copy to: or at such other address as Tenant shall designate by written notice.

SECTION 17.07. CAPTIONS AND SECTION NUMBERS

The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the copy or intent of such sections or articles or this Lease nor in any way affect this Lease.

SECTION 17.08. TENANT DEFINED, USE OF PRONOUN

The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein and employed by same, be the same one or more; and if there shall be more than Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, partnership, a corporation, or a group of one or more individuals or corporations. The necessary grammatical required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

SECTION 17.09. BROKER'S COMMISSION.

Landlord represents and warrants that they have used the services of a broker in the procurement and negotiation of this Lease and Landlord acknowledges that they are solely responsible for said commissions and each of the parties agrees to indemnify the other against and hold it harmless from any liabilities arising from any such claim (including, without limitation, the cost of attorney's fees in connection therewith). If tenant used a broker, Tenant shall be responsible for any fees due their broker and provide a written release from their broker at the time of the completion date.

SECTION 17.10. PARTIAL INVALIDITY.

If a court of competent jurisdiction determines that any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then, to the extent practicable, the remainder of this Lease, or the application of such terms, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 17.11. LIMITATION OF LIABILITY.

The term "Landlord" as used in this Lease, so far as covenants or agreements on the part of the Landlord are concerned, other than those obligations, agreements, covenants and warranties arising out of Landlord's construction of the UNIT and the Leased Premises, shall be limited to mean and include only the owner or owners of the Landlord's interest in this lease at the time in question, and in the event of any transfer or transfers of such interest the Landlord herein named (and in case of any subsequent transfer, the then transferor) shall be automatically discharged and relieved from and after the date of such transfer of all personal liability as respects the performance of any covenants or agreements on the part of the Landlord contained in this lease thereafter to be performed. This Lease shall not be affected by any such transfer, and Tenant agrees to attorn to the transferee. It is hereby expressly agreed that anything in this Lease to the contrary notwithstanding, covenants and agreements herein made and entered into by Landlord are made and entered into solely for the purpose of binding the property herein described and it is expressly agreed by the Tenant on behalf of itself and all persons claiming by, through or under it that no personal liability is assumed by, or shall at any time arise or be asserted against Landlord or any of the partners of Landlord or their respective successors or assigns on account of this Lease or on account of any of the covenants contained herein, either expressed or implied, such liability, if any, being hereby expressly waived and released by Tenant on behalf of it and a persons claiming by, through and under it, and that recourse hereunder, if any, by Tenant, and by successors and assigns shall be limited exclusively to Landlord's interest in the property described herein. The Landlord and owners shall not be obligated to pay any costs, judgments, fines, or any other monetary or property value from anything other than from this Leased Premises.

SECTION 17.11. LANDLORD'S SUCCESSOR.

The term "Landlord" as used in this Lease, so far as covenants or agreements on the part of the Landlord are concerned, shall be limited to mean and include only the owner

or owners of the Landlord's interest in this lease at the time in question, and in the event of any transfer or transfers of such interest the Landlord herein named (and in case of any subsequent transfer, the then transferor) shall be, automatically discharged and relieved from and after the date of such transfer of all personal liability as respects the performance of any covenants or agreements on the part of the Landlord contained in this lease thereafter to be performed. This lease shall not be affected by any such transfer, and Tenant agrees to attorney to the transferee.

Tenants and Guarantors understand and acknowledge that they are jointly and severally liable for the performance of all the obligations hereunder, financial or otherwise.

IN WITNESS WHEREOF, LANDLORD and TENANT have signed and sealed this Lease as of the day and year first above written.

LANDLORD:
SHWETA O1 INC
MKV Investments LLC

TENANT:
TOTRA MAA LOMBARD INC
ON THE ROCKS BY BOBBY



kinal patel

P340-5028-3972
01/02/2023

Certificate of Completion

KINAL PATEL

Has diligently and with merit completed the

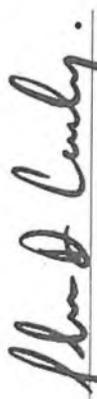
On-Premise BASSET Alcohol Certification

from the American Safety Council.

BASSET Student ID Number
24148338

GRADUATION DATE

1/23/2023


CEO, American Safety Council



Illinois BASSET Training

This card certifies that:

KINAL PATEL

has completed the
On-Premise BASSET Alcohol Certification


CEO, American Safety Council

2/22/2023

Exp. Date:



LM-30

Liquor Manager Application

Status: Active

Date Created: Feb 6, 2023

Applicant

Kinal Patel
kinal1983@gmail.com

[REDACTED]
Bartlett, IL 60103
6308185793

Statement of Liquor Manager

Name of Business

On The Rocks By Bobby

Business Telephone Number

[REDACTED]

Home Address

[REDACTED]

Home Telephone Number

[REDACTED]

Place of birth

India

Drivers License Number

[REDACTED]

Business Address:

997 S Sutton Rd

Liquor Manager Name

Kinal Patel

Previous address

[REDACTED]

Date of birth

[REDACTED]

Social Security Number

[REDACTED]

State issued by

IL

Have you been fingerprinted by the Bartlett Police Department for the purpose of this application?

Yes

Date fingerprinted?

01/06/2023

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?

100

Give name of person who appointed you in your present capacity

Kinal Patel

Date of appointment

01/06/2023

List employer(s) for past five year, including business name, address, manager's name, and position.

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

Assitent Manager at Darin Liqour and Manager at Lombard Liquor

How many hours per week will you be physically present at the premises to be licensed?

70

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.

Kinal Patel
02/06/2023

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.

Kinal Patel
02/06/2023

Internal Use



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 23-01

DATE: January 10, 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:

Kinal Brijesh Patel

Business: Gambits (Owner/Liquor manager)

The applicant's criminal records were checked through the Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

There is no record that would disqualify her as an applicant under Illinois Law.

GP/kt

cc: Diane Czerwinski
File



450th Nationaly
Accredited