

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**AUGUST 15, 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 & Committee Minutes July 18, 2023
- \*7. **BILL LIST:** August 1 and August 15, 2023
8. **TREASURER'S REPORT:**  
June, 2023  
Sales Tax Report – June, 2023  
Motor Fuel Tax Report – June, 2023
9. **PRESIDENT'S REPORT:**  
A. Canine Luther Retirement Proclamation  
B. Michael Kmiecik Retirement Proclamation  
C. National Night Out Community Spirit Award Presentation  
D. Bartlett Historical Society Plaque Presentation
10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
11. **TOWN HALL:** (Note: Three (3) minute time limit per person)
12. **STANDING COMMITTEE REPORTS:**

**A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN**  
1. None

**B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**  
\*1. Savoury Restaurant BEDA Application

**C. FINANCE COMMITTEE, CHAIRMAN LAPORTE**  
\*1. Resolution Approving a Sales Tax Rebate Agreement Between the Village of Bartlett and Jaydev Brew Inc. D/B/A More Brewing and More Dusty, LLC  
\*2. Resolution Approving of Disbursement Request for Payout No. 7 from the Subordinate Lien Tax Increment Revenue Note Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

**D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS**  
\*1. Ordinance Amending Section 3-3-2-3: Class B of the Bartlett Liquor Control Ordinance  
\*2. Ordinance Amending Section 3-3-2-4: Class C of the Bartlett Liquor Control Ordinance  
\*3. Bartlett High School Fireworks Request

**E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI**  
1. None

**F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE**  
\*1. Resolution Approving Tree Planting in the Heritage Oaks Tree Preservation Easement at 370 S. Oak Avenue  
\*2. Ordinance Authorizing the Sale by Internet Auction of Surplus Property Owned by the Village of Bartlett  
\*3. Resolution Waiving Advertising for Bids and Approving the Salt Dome Roof Replacement Project Agreement with Total Roofing and Construction, Inc.

13. **NEW BUSINESS**  
A. Orchards Gaming, LLC Class B Liquor License  
B. Bartlett Liquors & Wine Inc. DBA Bartlett Liquors Class C Liquor License

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



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1. CALL TO ORDER

President Wallace called the regular meeting of July 18, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

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

ABSENT: None

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

3. INVOCATION – Pastor Jim DiPalma from Encounter Church of Bartlett did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Deyne stated that he would like to add item 14.F.2, Resolution 2023-74-R, a Resolution Approving of Change Order #4 to the Contract Between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Bittersweet Water Reclamation Facility Improvements for a \$263,909.77 Increase in the Original Contract Sum; and 14.F.3, Resolution 2023-75-R, a Resolution Approving Amendment No. 2 to the



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Engineering Services Agreement Between the Village of Bartlett and Strand Associates, Inc. for the Bittersweet Wastewater Treatment Plant Improvements to the Consent Agenda.

Trustee Suwanski objected to item 14.F.2 stating that she would like to discuss this item.

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

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

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

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

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

**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.



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8. TREASURER'S REPORT

Finance Director Todd Dowden stated that the Treasurer's Report for the month of May is included in the packet. Also included is the sales tax report and they received \$255,956 that was up \$35,097 or 16% from the prior year. As far as MFT tax, we received \$148,455 that was up \$9,749 or 1% from the previous year.

In regard to the Local Government Distributive Fund (LGDF), they received \$988,791 for the income tax revenue at the current rate of 6.16%. If they were still getting the full (10%) amount, they would be at about \$1.6M. The rate will increase to 6.47% on July 1<sup>st</sup> which will be about a 5% increase.

9. PRESIDENT'S REPORT

President Wallace stated that on behalf of the Board of Trustees, he congratulated Officer Victoria Anderson on being selected as this year's D.A.R.E. Officer of the Year. She was presented with her award at the Illinois Juvenile Officer Association/D.A.R.E. Conference on Friday, June 16, 2023 in East Peoria. In order to be selected for this prestigious award, the nominee must be a D.A.R.E. Officer who not only had a positive impact on the D.A.R.E. program, but also someone who was an exemplary role model that made a difference in their community.

Officer Anderson worked tirelessly as a D.A.R.E. Officer to promote positive relationships between law enforcement and the community. Her creative spirit led her to develop additional opportunities to engage and connect with her D.A.R.E. students. Officer Anderson led a campaign to encourage her D.A.R.E. students to make good choices by thinking of others who might be going through difficult situations. She created a "pop can tab collection contest" to benefit Ronald McDonald House Charities of Chicagoland & Northwest Indiana.

Each year, Officer Anderson encouraged her classes to compete with each other to see who could collect the most pop can tabs. The winning class from each school received a pizza party with Officer Anderson, funded by her own accord. Throughout the years, this contest has collected thousands of pounds of pop can tabs used to fund the Ronald McDonald House Charities of Chicagoland & Northwest Indiana's essential programs. Besides connecting with her D.A.R.E. students in the classroom, Officer Anderson also took the initiative to show her appreciation of them by attending their band and orchestra concerts, soccer games, theatrical performances, and recitals during her regularly scheduled time off.

Once again, congratulations on being selected as this year's D.A.R.E. Officer of the Year.



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President Wallace read a Proclamation for Sergeant Tammy Schulz and congratulated her on 30 years of service to the village.

President Wallace read a Proclamation for Deputy Chief Jim Durbin upon his retirement from the village.

Trustee Suwanski read a Proclamation for National Night Out and proclaimed August 1, 2023 as "National Night Out" in Bartlett.

Police Chief Geoff Pretkelis thanked the board for their support of National Night Out which is their 30<sup>th</sup> year and we have all seen the benefits of it. He proceeded with the Star Award recipients.

### **Bartlett's National Night Out Star Award Recipients 2023**

Each year, during National Night Out, the Bartlett Police Department and the Village of Bartlett honors those citizens, businesses, and organizations who go above and beyond within our community. Every year these awards remind us what a difference one individual or organization can make in this community. They have been so blessed with everyone's support. They get tons of cards, food and accolades from the organizations. This year we have several deserving National Night Out award recipients.

### **Community Spirit Award**

Our 2023 Community Spirit Award goes to Boy Scout Troop 99, who volunteer their time helping with numerous different events and ways throughout the year. They did a great job cleaning up after the 4<sup>th</sup> of July festivities. Troop 99 is out of town at their annual campout retreat, so we will be presenting them with their award at the Board Meeting on Tuesday, August 15<sup>th</sup> at 7 PM.

### **Citizen Star Awards**

This year we have two deserving recipients for the 2023 Citizen Star Award. The police department nominates individuals who have gone above and beyond what is expected of citizens in the village.

We first have Rocco Cataldo. Rocco was nominated by Officer Svoboda for his assistance in a retail theft incident. On January 14, 2023, Rocco observed two suspects shoplifting from a Bartlett business. Rocco contacted 911 and provided dispatch with a detailed description of the suspects and their vehicle. He then followed the suspect's vehicle to another nearby business, where officers were able to locate and apprehend the offenders. Thank you, Rocco!



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Our second award goes to Paul Margis, who was nominated by Officer Bubis. Last fall, officers were investigating a public indecency incident at a local park. This investigation was a high priority but did not have many initial leads to be able to locate the offender. While conducting a follow-up investigation, Officer Bubis met with Paul who was able to provide critical security camera footage. This footage lead to the identification and arrest of the offender. Thank you for helping keep our community safe!

### **Business Star Award**

Our last award category is the 2023 Business Star Award. This year, the award goes to Rich Cigan at Bartlett's Jewel-Osco! In 2022 and 2023, Jewel has assisted with our community's National Night Out events by donating numerous bags of ice for each event; donating water & chips for Bartlett's 4<sup>th</sup> of July Special Needs Carnival, and recently helping with the cost of materials needed for the police department's medical training- this training helps officers efficiently serve and protect the community. Jewel Osco of Bartlett has always proudly assisted within the community and continues to offer support wherever needed.

Every year these awards remind us what a difference one individual or organization can make in the lives of many. Thank you to Rocco Cataldo, Paul Margis, and Bartlett's Jewel-Osco for going above and beyond!

### 10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Gandsey thanked Bartlett Hills for their family friendly golfing event. She asked if there was an update on Aldi.

Planning & Development Services Director Kristy Stone stated that Aldi is finalizing their letters of credit and they are waiting on a list of contractors. This is the only thing holding them up from getting a building permit.

Trustee Hopkins asked if Route 59 and West Bartlett Road construction was on schedule or behind schedule.

Public Works Director Dan Dinges stated that the last he heard was that they were a little bit behind because of utility conflicts. He believed that those, for the most part, have been resolved so the contractor can continue. The plan is to get the bulk of the lane improvements done before winter and they will have spring/summer to finalize the street lights, landscape restoration, etc. They hope to get a good portion of the lane improvements completed before winter.



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Trustee Hopkins asked him to keep reminding them of the lane striping since they had a lot of issues with that on Stearns and Route 59.

Trustee Suwanski congratulated the police department for the positive comments from the CALEA portal. She asked if there was any progress on Site E or the Casey's gas station.

Ms. Stone stated that she spoke to the property owner and he was hoping to resubmit his plans to start working on the foundation this fall. Casey's is still planning to move forward since they are working on some items with DuPage County Highway Department with their access on Stearns Road.

Trustee Gunsteen congratulated the 4th of July Committee and a well-done 4th of July event. The police department, fire department, Hanover Township emergency services, Lions Club and Boy Scouts came together, despite the weather, and had a great parade and five-day event.

President Wallace stated that he had many, many comments on how safe residents felt with the additional police presence. Thanks to the Chief for doing a really good job.

Trustee Gunsteen stated that the sidewalk outside of More Brewing looks very nice.

Trustee Deyne recognized staff for years of service and birthday/anniversaries.

## 11. TOWN HALL

### **DeWayne Burris, 5N151 Gerber Road**

Mr. Burris stated that he has been a Bartlett resident for 39 years. His property is adjacent to the U-46 property and directly connects to it. He does not anticipate selling or developing his property at any time in the near future. No objections to the proposed U-46 expansion or project. They have been a good neighbor and he is sure they will continue to be. Objection is and has been for the last 23 years, the Fair Oaks/Gerber Road alignment. Not only does the proposed alignment take an acre of his property and two of his outbuildings, but a four way stop at the school entrance would create a nightmare backup of traffic in his backyard. All the north/south Fair Oaks and Gerber Roads traffic along the school bus entry and exit would be a disaster. Studies were conducted in the year 2000 showing that this alignment would not help the flow of traffic through Bartlett. If he should have to sell the property, this proposed road would be a huge detriment to the value and future development. In the year 2000, when the proposed alignment was changed and moved onto his property due to a lawsuit, the village paid a consultant and land development company to show the impact of the Fair Oaks Road



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extension. The number of lots that they would get, without the road, was nine. The number of lots with the road, would be six. That would make a huge difference to a developer for the future. He has been at his residence for 39 years and busses, trucks, cars, have used Gerber Road without any backups, accidents or problems coming from Army Trail or Schick Road that he could ever remember. He is definitely opposed to the Fair Oaks Road realignment.

**Patty Battaglia, 1220 Churchill Road, on behalf of Christopher Frasier, 253 Norway Drive**

Ms. Battaglia stated that she is also opposed to the Fair Oaks thoroughfare. Gerber Road exists for this reason - It goes from Schick to Army Trail Road. She stated that the blueprints from the June 3<sup>rd</sup> meeting did not include the road. It was stated that this would never be done. In 2014, it was stated at that meeting that it is not a good idea. The drawings show that the road will crisscross over a bus lane at the Hawk Hollow School. This is also a huge safety concern for children. It would also include a hefty price tag to put a stop light where there is a drainage area. The biggest concern is the safety of children. There are currently existing paths in the Bartlett Reserves subdivision where children walk through to get to the school. This would be taking away Mr. Burris's land and not letting him rebuild his business. He has lived in Bartlett for 33 years and does not believe this board would do that. She stated that she has grandchildren that live in that subdivision and she wants to keep them safe. She thanked the Board for listening to her concerns.

**George Koziol, 654 Hazelnut Court**

Mr. Koziol stated that he was here tonight to voice his opinion on the Hawk Hollow project. He is concerned that the taking of the right-of-way through the property to transfer it to U-46 is Bartlett giving up a lot and he was not sure what the return from the district was. The original plan that U-46 is presenting is fine from their point of view but he believed in the future it would cause problems outside of the immediate area. Additional traffic on Gerber and Schick and both roads have traffic problems today. The plan that is being offered does nothing to provide a traffic signal at Gerber and Schick. Because of what U-46 is going to do, may pass a problem back to Bartlett. Who is going to pay for it – Bartlett. He is strongly against that and thought the plan should include traffic and the safe control of traffic on these roads in the area. He thinks a stoplight at Gerber and Schick would be appropriate. Gerber and Army Trail is a very narrow road and is difficult for buses and cars to make turns in/out. He hoped the trustees would vote “no” to U-46.

**Scott Hausman, 5N111 Gerber Road**

Mr. Hausman stated that he opposes the Fair Oaks Road throughway. He lives next door to Burris. He can't see a major thoroughfare ten feet above his land. He didn't think it made any sense and they are making a pretzel out of the traffic situation. When he bought



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his house twenty years ago, there was no easement for this or he would not have bought this house. He doesn't agree with them taking part of his land.

**John Miasso, 1651 Colfax Court**

Mr. Miasso stated that the main issue with Hawk Hollow is safety. Safety first!

**Rhonda Curtis, 360 S. Oak Avenue and Kimberly Wintz, 281 S. Oak Avenue**

Ms. Curtis stated that they were there on behalf of the residents of South Oak Avenue. They are happy to see that downtown Bartlett is growing and thriving but they do have some issues with parking and More Brewing. It has impacted South Oak Avenue in several ways that have raised concerns for them. They are witnessing firsthand the negative aspects of these businesses being in close proximity. Although there is free public parking and plenty of signs stating it at the Metra lot, there is nothing to train them from parking on South Oak Avenue. Customers and employees are speeding down their street, going into their driveways to turn around, as well as overhanging on their driveways. It is not only an inconvenience to the homeowners but a significant safety risk to our children. They watch for their children and the street is not very well lit. The non-local traffic has no respect for the neighborhood, children, or any regard for the speed limit. Besides their local residents and police presence there is now the added nonlocal vehicles, large delivery trucks, with many being stopped at the end of their block with delivery trucks being double parked, parking intersections, and South Oak is the main entrance for our police department. They want the downtown area to thrive and it is nothing against the businesses that are opening but they want to protect the safety of the block, our children, our police officers. She would like the board to consider an option of having permit parking and no through traffic. She turned in a petition with resident signatures showing the support of South Oak residents (attached).

Trustee Deyne spoke about the delivery truck entrance and making the alley a no parking zone.

Chief Pretkelis stated that he has had this discussion with staff. Per State Statute they are not allowed to park 20-30 feet from the stop sign. Public Works will be putting up signs and creating an ordinance preventing people from being in that area, which would resolve the delivery truck issue. Regarding the police pulling out of their lot heading northbound, they have identified a blind spot there. He will work with public works to put together the ordinance and signage to prevent people from the marked squad parking lot to prevent the blindspot issue.

Mr. Dinges stated that there is going to be a new parking lot south of Banbury Fair that is scheduled for construction after Labor Day and completed by October. This will add



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twenty-seven parking spaces. They have put up many signs stating that Metra parking is free after 11:00 a.m.

Trustee Gunsteen asked if they planned any permanent parking signs.

Mr. Dinges stated that they have some permanent signs (Oak and Railroad). They plan on putting more on the parking spaces west of the depot museum.

Assistant Village Administrator Scott Skrycki stated that there are also six sandwich boards scattered throughout the lots and they will certainly look at rotating those.

They spoke about other places where signage is located.

**Rozanne Porter, 271 S. Oak Avenue**

Ms. Porter stated that she was a 29-year resident. They are happy that More Brewing was there but felt compelled to come tonight because she has seen things that she has not seen in 29 years. There are cars all the way down the street from the beginning to the end of Oak Avenue. Cars are continually pulling in/out of her driveway and their mailboxes are blocked. It doesn't seem right that they, as homeowners, are in competition to park in front of their homes. They spoke about the dangers of pulling out of the driveway with limited visibility and cars going by very quickly. She suggested having residential parking permits. She asked for some kind of incentive to get them to stop parking on their street.

President Wallace stated that he hears them. It is a situation that they will continue to work on and perhaps at the next meeting they can come up with some kind of action plan.

**Nadia and Aamir Attia, 260 Norway Drive**

Ms. Attia stated that she and her husband have been a part of the community for twenty-five years. She is a U-46 teacher and on CAC for twenty years and they live behind Hawk Hollow School. They feel that the new street is a bad idea for Bartlett. She understood why they need a middle school in Bartlett. Her children have always walked to school and rode their bikes and this will be taken away with a new road. She spoke about the danger of little kids in the neighborhood that play outside.

Mr. Attia stated that it's the people that make a community and they are asking, as a community, please don't put this road through. Nobody would feel safe.

**Rich Bosh, 1540 Southgate Road**

Mr. Bosh stated that safety is very important. He has worked for the village for twenty-six years as a police officer. The police department takes safety very seriously. They work



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for the school districts on traffic plans to provide safety. He has seen that with the traffic issues over at Sycamore Trails school. We stepped up and we worked together to make those plans safe for the school. We seem to forget how when his kids went to U-46, they had to get up extra early to go to Kenyon Woods in South Elgin when a school in the southeast portion of the village would have been more beneficial for the Woodland Hills residents. Also, U-46 has reached out for community involvement and input. They have CAC involved and included a lot of Bartlett residents. They are not just doing this alone. They are repairing a lot of schools that are outdated. We also need to take into consideration how much U-46 has put into place and has community involvement for the safety and education of the kids.

**Joe McCloud, 276 Norway Court**

Mr. McCloud stated that he is the president of the Enclave neighborhood association which represents the Norway Drive 17 homes. He attended the June 1<sup>st</sup> Planning & Zoning meeting in which the committee recommended the proposal for the U-46 plan without putting a road in. He walked the specific roadways that were under discussion. Looking at the U-46 plans, they have done a number of studies to show that traffic coming in and out of Gerber does not significantly affect traffic on Gerber and Schick. On behalf of the association, they are vehemently opposed to this idea of putting the road through. There are a lot of small children that bought into this neighborhood because of its proximity to the school and their ability to have their kids walk to school. Putting a busy Fair Oaks Road through there with no lights is going to create a very dangerous environment for the children that live in the community. He hoped the board would thoughtfully consider the correct direction for Bartlett's future growth.

**Dana Wojnarowski, 2660 Sandpiper Court, West Chicago**

Ms. Wojnarowski stated that she wanted to lift up the partnership and reminder between U-46 and Bartlett. She was grateful for the partnership with U-46 and the community. As a member of the Hawk Hollow community, she understood that change is hard and her kids are changing elementary schools, but they couldn't be more grateful for what is to come. With all of the hard work of the architects and this team, pulling the community together and getting their input and explaining the reasoning for the change, they have done an incredible job. As a community member she is very grateful for their work and what this change can do for their community. Having their kids go to Eastview, did not make their area very appealing.

**Jay Langfelder, 415 S. Hickory**

Mr. Langfelder stated that he was also a twenty-year resident at 1665 Penny Lane. Penny Lane is adjacent to the park and is the trail that they cut across to get to Hawk Hollow school. It is a safety concern because buses use the cul-de-sac on Penny Lane as a turnabout when they pick up and drop off children. If you enlarge Hawk Hollow School,



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which he is not against, it is the safety of those children that run between those cars on Penny Lane. The asset the village is giving up to U-46 should be a compromise. He spoke about the incline on Schick/Gerber and when you have busses heading south on Gerber, cars have to back up to let them through. Gerber Road is not going to be widened. He is concerned about not having a stoplight at Gerber and Schick Roads and also Penny Lane.

**12. ADJOURN TO COMMITTEE OF THE WHOLE MEETING**

President Wallace stated that the board will now adjourn into the Committee of the Whole meeting to discuss the Hawk Hollow Middle School topic.

The regular board meeting will reconvene immediately following the Committee of the Whole discussion.

Trustee Deyne motioned to adjourn to the Committee of the Whole meeting and that motion was seconded by Trustee Suwanski.

**ROLL CALL VOTE TO ADJOURN TO THE COMMITTEE OF THE WHOLE MEETING**

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

NAYS: None

ABSENT: None

**MOTION CARRIED**

The meeting adjourned at 8:03 p.m.

Please refer to Committee of the Whole minutes from this date.

**13. RECONVENE BOARD MEETING**

President Wallace asked for a motion to Reconvene the regular board meeting at 8:32 p.m.

Trustee Deyne motioned to Reconvene to the Board meeting and that motion was seconded by Trustee Suwanski.



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ROLL CALL VOTE TO RECONVENE THE BOARD MEETING

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

14. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen presented Ordinance 2023-71, an Ordinance Approving an Amendment to the Village of Bartlett Future Land Use Plan, a Rezoning, a Plat of Consolidation, a Plat of Vacation, and a Site Plan for Hawk Hollow Middle School.

Mr. Gunsteen stated that School District U-46 intends to convert Hawk Hollow Elementary School into a middle school. In order to build the addition, U-46 submitted a petition of site plan review for the school expansion, an amendment to the Future Land Use Plan to identify the property as institutional, rezone the property to the P-1 Public Lands Zoning District, consolidate the existing vacant single-family lots and vacate the rights of way for Fair Oaks Road, Jacaranda Drive and Winston Lane.

The Planning & Zoning Commission reviewed the petition, conducted the required public hearing and recommended approval of the requests at their June 1, 2023 meeting. At the June 20, 2023 Committee of the Whole meeting, concerns were raised about the request to vacate the Fair Oaks Road right of way and traffic/safety concerns at the Gerber/Schick Road and Gerber/Army Trail Roads intersections.

After meeting with staff, School District U-46 agreed not to vacate Fair Oaks Road, with the knowledge the bus stacking lane would be reduced if Fair Oaks Road is constructed at a later date. The school district also submitted an intergovernmental agreement regarding traffic studies and potential future intersection improvements.

The ordinance includes the following two conditions:

- A. The Plat of Vacation, the Plat of Consolidation, and the Plat of Abrogation of the utility easements must be revised to show that the portion of the Fair Oaks Road right-of-way that runs across a portion of the Subject Property, referred to as the Fair Oaks Collector, remain as a dedicated public right-of-way, and such revised plats must be approved by the Planning & Development Services Director prior to recording.
- B. The petitioner must enter into the Intergovernmental Agreement with the village regarding traffic studies and potential future intersection improvements at the intersections of Gerber Road and West Army Trial Road and Gerber Road and E. Schick Road.



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Trustee Gunsteen moved to approve Ordinance 2023-71, an Ordinance Approving an Amendment to the Village of Bartlett Future Land Use Plan, a Rezoning, a Plat of Consolidation, a Plat of Vacation, and a Site Plan for Hawk Hollow Middle School and that motion was seconded by Trustee Deyne.

He clarified that they are approving a revised ordinance which would vacate the Fair Oaks right-of-way.

Trustee Hopkins stated that he thought the plan proposed by U-46 makes it safer. Having two entrances and exits from Army Trail and Schick Road that emergency vehicles can get into. He likes the plan.

Trustee LaPorte wanted to make sure that we do things today that will benefit everybody positively down the road.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2023-71, APPROVING AN AMENDMENT, REZONING, PLAT OF CONSOLIDATION, VACATION AND SITE PLAN FOR HAWK HOLLOW MIDDLE SCHOOL**

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

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

Trustee Gunsteen presented Resolution 2023-72-R, a Resolution Approving an Intergovernmental Agreement Between the Village of Bartlett and the Board of Education of School District U-46.

Based on the Committee of the Whole's discussion at the June 20, 2023 meeting, School District U-46 has submitted an intergovernmental agreement to address the traffic and safety concerns in proximity to Hawk Hollow School, primarily at the Gerber Road/Schick Road and Gerber Road/Army Trail Road intersections. The school district will collaborate with the village on the traffic study over the next two years and has agreed to a cost sharing agreement for intersection improvements deemed necessary by the traffic study.

Trustee Gunsteen moved to approve Resolution 2023-72-R, a Resolution Approving an Intergovernmental Agreement Between the Village of Bartlett and the Board of Education of School District U-46 and that motion was seconded by Trustee Deyne.

Trustee Deyne asked for an explanation on how we extend this past two years.

Village Attorney Kurt Asprooth stated that two years is for the first study. There are provisions to conduct an additional study after the middle school is open. Depending on that study there may be a need for improvements and that is what U-46 has committed



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to do. Depending on the outcomes of that additional study, the IGA has a term of ten years to allow for those two studies to be conducted and then potentially install those improvements.

Trustee Gunsteen asked if within that ten years, is U-46 still required to cost share.

Trustee Deyne stated yes, the village wants to make sure that we have protection.

ROLL CALL VOTE TO APPROVE RESOLUTION 2023-72-R, AN INTERGOVERNMENTAL AGREEMENT WITH U-46 BOARD OF EDUCATION

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

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee Gunsteen stated that Resolution 2023-76-R, a Resolution Approving an Agreement Between the Village of Bartlett and Spitzer Cook, LLC, Rana Real Estate, LLC, and Orange Crush, LLC; Ordinance 2023-77, an Ordinance Granting a Special Use Permit for Bartlett Liquors and Wine at 1072 Army Trail Road; Ordinance 2023-78, an Ordinance Granting a Special Use Permit to Allow the Serving of Beer and Wine at Orchards Gaming Café at 978 S. Bartlett Road were covered and approved under the Consent Agenda.

President Wallace thanked U-46 for being so cordial and patient with the board.

Superintendent Suzanne Johnson thanked the board for the opportunity to collaborate. They are really excited about a new middle school in the Village of Bartlett. They can't wait to welcome new students in 2025. They look forward to the ongoing collaboration to make sure that it is a safe learning environment for our students.

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

Trustee Gandsey stated that the Yummy Poke BEDA Grant Approval was covered and approved under the Consent Agenda.

**C. FINANCE COMMITTEE, CHAIRMAN LAPORTE**

Trustee LaPorte stated that there was no report.

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



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Trustee Hopkins stated that the Ignite the Courage Class D Liquor License Request and Hanover Township Class D Liquor License Request were covered and approved under the Consent Agenda.

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

Trustee Suwanski stated that Resolution 2023-79-R, a Resolution Waiving Advertising for Bids and Approving the Purchase of a Police Patrol Vehicle from Morrow Brothers Ford, Inc. was covered and approved under the Consent Agenda.

**F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE**

Trustee Deyne presented Resolution 2023-73-R, a Resolution Approving of an Engineering Services Agreement Between the Village of Bartlett and Chastain and Associates, LLC for Phase I and II Engineering for the Oak Avenue STP Resurfacing Project.

Mr. Dinges stated that Oak Avenue from Lake Street down to Railroad are applying for STP funds so a large portion of the funding would come from there. They have applied for STP funding on North Avenue so they are trying to get these in line. Chastain did the engineering for North Avenue so it made sense to have them do Oak Avenue. North Avenue is scheduled for construction in 2025. They will try their best to get Oak on that same schedule.

Trustee Deyne moved to approve Resolution 2023-73-R, a Resolution Approving of an Engineering Services Agreement Between the Village of Bartlett and Chastain and Associates, LLC for Phase I and II Engineering for the Oak Avenue STP Resurfacing Project and that motion was seconded by Trustee Suwanski.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2023-73-R, APPROVING ENGINEERING SERVICES WITH CHASTAIN FOR OAK AVENUE STP PROJECT**

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

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

Trustee Deyne presented Resolution 2023-74-R, a Resolution Approving of Change Order #4 to the Contract Between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Bittersweet Water Reclamation Facility Improvements for a \$263,909.77 Increase in the Original Contract Sum.



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Mr. Dinges stated that the main bulk of the change order is a time extension due to equipment delays on motor control centers and the generator. They have been working with J.J. Henderson to figure out ways to shorten the delays. The project is scheduled in two phases - they can get through phase 1 but they need the motor control centers in place before they could go to stage 2. Under the original plan, all the new buildings, new equipment, can continue and progress. As they are having to wait about one year to get the motor control centers, if we approve this change order and do temporary power, they are able to continue to work on the buildings and equipment utilizing existing power we have to get those pieces of equipment ready to go. Then you are just waiting to swap out the motor control center. By starting stage 2, before stage 1 is complete, we are saving a lot of time. It saves us 150 days, so it is worth it.

Trustee Deyne moved to approve Resolution 2023-74-R, a Resolution Approving of Change Order #4 to the Contract Between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Bittersweet Water Reclamation Facility Improvements for a \$263,909.77 Increase in the Original Contract Sum and that motion was seconded by Trustee Suwanski.

Trustee Gunsteen stated that there was a credit and what did that do to the overall cost?

Mr. Dinges stated "add a credit". There are allowances that they had for the project (\$200,000) that they have not utilized yet. Until the project is over they won't know for sure.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2023-74-R, APPROVING CHANGE ORDER #4 WITH JOSEPH J. HENDERSON FOR BITTERSWEET WATER RECLAMATION FACILITY FOR A \$263,909.77 INCREASE**

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

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

Trustee Deyne stated that Resolution 2023-75-R, a Resolution Approving Amendment No. 2 to the Engineering Services Agreement Between the Village of Bartlett and Strand Associates, Inc. for the Bittersweet Wastewater Treatment Plant Improvements; Resolution 2023-80-R, a Resolution Approving of the Renewal of the First Amended Agreement for Sanitary Sewer Main Lining Between the Village of Bartlett and Hoerr Construction, Inc.; Resolution 2023-81-R, a Resolution Approving of the 2023 Various Streets Resurfacing Project Agreement Between the Village of Bartlett and Schroeder Asphalt Services, Inc.; Ordinance 2023-82, an Ordinance Amending the Bartlett Municipal Code Section 6-11-1303.1: Schedule V, No Parking Zones; Ordinance 2023-83, an



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Ordinance Amending the Bartlett Municipal Code Section 6-11-802.2: Left Turn Prohibited Location; Resolution 2023-84-R, a Resolution Approving of the Second Amendment to the Software License and Service Agreement Between the Village of Bartlett and Passport Labs Inc. were covered and approved under the Consent Agenda.

Trustee Deyne moved to Take From the Table – Resolution 2023-65-R, a Resolution Awarding the Bartlett Hills Golf Club Irrigation Improvement Bid to Commercial Irrigation, Inc. and that motion was seconded by Trustee Hopkins.

**ROLL CALL VOTE TO TAKE FROM THE TABLE RESOLUTION 2023-65-R AWARDING BARTLETT HILLS GOLF CLUB IRRIGATION IMPROVEMENT BID TO COMMERCIAL IRRIGATION, INC.**

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

Trustee LaPorte asked Mr. Dinges to look at this like a Public Works project, he is having a hard time with this large increase. This is 108 acres that needs to be irrigated and he needed help to justify it.

Mr. Dinges stated that he is not familiar with irrigation systems. He has been working with Scott and Matt trying to figure this out. From what they have gathered and all the other bids that are out there, this is a good price. He did not see the price going down. Right now they are seeing all kinds of crazy pricing.

Grounds Superintendent Matt Giermak explained the hiring process for the consultants. The village solicited a few consultants in the industry that have done work in the area (EC Design, Mike Kuhn Irrigation and Golf Water, LLC). Since 2007, in our area these are the only companies that they are aware of. They awarded the bid to EC Design who has done over 400 projects across the country.

Assistant Village Administrator Scott Skrycki stated that in terms of the alternates, it was a concern that not having the alternates would diminish the system. Those concerns are alleviated since the backbone of the system will be there and it will allow staff to phase in those extra sprinkler heads over a period of time as needed. This allows savings on the budget side and the phasing in of the insulation side. When the full installation is created, Matt can evaluate which portions are essential and which are not. He stated that Trustee Laporte asked a question about the sprinkler heads. The bid that they have is a base bid and the \$1,150 price needs to be identified per the alternates.



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Trustee Deyne moved to approve Resolution 2023-65-R, a Resolution Awarding the Bartlett Hills Golf Club Irrigation Improvement Bid to Commercial Irrigation, Inc. and that motion was seconded by Trustee Suwanski.

Trustee LaPorte asked if they need to add a new pump in five years, where are they going to get the money. Should we just do it now and be done with it?

Mr. Giermak stated that with routine maintenance they should have about 4 to 6 years. If something does happen to one of the pumps, there are two pumps.

Mr. Skrycki stated that he hopes the golf business continues to do what it is doing right now. The trend is up and they are waiting for it to go down but it has not. However, in 4 to 6 years you may see a dip in golf courses investing. The consultants they spoke with have projects being bid out to 2025. He hopes that six years from now, after the golf boom, prices hopefully come down. He cannot guarantee how the market is going to be.

Trustee LaPorte asked about other improvements that need to be made in the clubhouse. Where is that money going to come from and are we going to have any issues with that.

Village Administrator Paula Schumacher stated that it would come from the Municipal Building fund.

Trustee Suwanski asked about the overages. With the alternates, we are cutting the amount down \$618,250.

Mr. Giermak stated that the original bid was \$3,258,000 and with the alternates it is down to \$2,399,600.

Trustee Suwanski thanked them for all the work they put into this.

Trustee Hopkins stated that when we do the phasing of things that were excluded from this bid, are you factoring in user fees to pay for those.

Mr. Skrycki stated that they had this discussion several months ago regarding rates. It was married to the GPS discussion. The proposal was \$3-\$4 and they are now seeing over \$4 per head in user fees. Quite frankly, what Matt has done out there, he will have additional time to manicure other areas on the course as opposed to maintaining a system that is over twenty-five years old. There was a long time where they were pretty price-sensitive and he sees this aggressive pricing to continue in the future.



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Trustee Gunsteen asked if they should consider adding the 21 sprinkler heads on the driving range. We want to see more traction on the driving range and we just came off of a pretty dry summer. If it was not sprinkled right now it would be hay.

Mr. Giermak stated that the driving range field is not irrigated right now. The pipe is going to be on both sides of the range so in the future, they can install the twenty-one heads in-house.

Trustee LaPorte asked if the golf family night was a good event.

Ms. Schumacher stated that they had 93 people and it is a very different event from what they see at Bartlett Hills. Staff moved a lot of stuff out onto the course, they were grilling, they had food trucks, music and families really responded to the program. They had a lot of non-Bartlett families checking out the course and was successful in all the aspects that they wanted it to be. Overhead was pretty low and she thinks it will be an event that will carry on.

ROLL CALL VOTE TO APPROVE RESOLUTION 2023-65-R, AWARDING THE BARTLETT HILLS GOLF CLUB IRRIGATION IMPROVEMENT BID TO COMMERCIAL IRRIGATION, INC.

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

NAYS: None

ABSENT: None

MOTION CARRIED

13. NEW BUSINESS - None

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

Trustee LaPorte asked if industrial sewer rates were the same as residential sewer rates.

Finance Director Todd Dowden stated that they have the same sewer rate for residential as industrial, at this time. They have been trying out different scenarios with the water rates and anticipate bringing some suggestions or options.

Trustee LaPorte stated that Rana Pasta discharges 86,000 gallons per day. That is 10 times more than a residential home does in one month. He wanted to make sure they were getting charged for what they are using.



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Mr. Dinges stated that they have a pretreatment program permit so they are paying surcharges for some of the wastewater they are sending to us.

President Wallace stated that they have a million-dollar pretreatment program.

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following. There being no further business to discuss, Trustee Deyne moved to adjourn the regular Board meeting and that motion was seconded by Trustee LaPorte.

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 9:02 p.m.

Lorna Giless  
Village Clerk

July 17, 2023

To all it may concern,

We are coming together as concerned residents and writing to address some issues on South Oak Avenue. While we are happy to see the village, specifically Downtown Bartlett, growing and thriving we do have a few issues that we would like to bring to your attention.

Since the opening of the newest business, it has impacted South Oak Avenue in several ways that have raised concerns for us. We are witnessing firsthand the negative effects of these businesses being in close proximity. Though there is free public parking available throughout the Metra lots and Downtown Bartlett this does not deter from driving or parking on South Oak Avenue's unrestricted residential block. Customers and employees are speeding down our street, pulling into our driveways to turn around, parking along the street and even overhanging driveways.

This is not only causing an inconvenience for us as homeowners, but also poses significant safety risks. It is crucial that we prioritize the safety and well-being of all on South Oak Avenue including our residents, especially our children playing outside, pedestrians and our Bartlett Police who cross South Oak Avenue from their private parking lot to the department.

As residents on South Oak Avenue we watch out for the children playing, we slow down when we are near the Police Department's unmarked crosswalk, and we respect the flow of traffic. The non-local traffic has no respect for the neighborhood, our children, nor do they have any regard for the speed limits.

Another impact is the increased traffic and congestion. Besides our local residents and police presence there are added non-local vehicles and large delivery trucks. Many of us have been stopped at the end of our block because delivery trucks are double parked in the street unloading. South Oak Avenue is the main entrance and exit for our police, a big concern is that the higher traffic and congestion can hinder the route for emergency vehicles. The officers should not have to wait or maneuver around vehicles looking for parking on our street. This is a safety risk for our officers and all Bartlett residents.

By signing this petition, we would like a call to action on implementing parking restrictions on South Oak Avenue such as permit parking only and no thru traffic. This will aid in keeping our residents safe and our street clear. If the appropriate measures are taken by implementing these types of restrictions we will feel more at ease as residents.

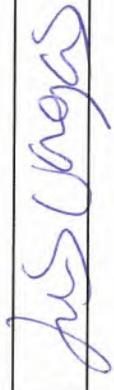
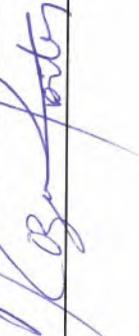
We believe that by addressing the issue promptly, we can enhance the quality of life between our community, promote safety for all residents, and maintain harmonious balance between residential needs and commercial growth.

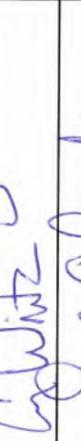
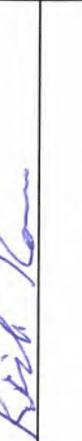
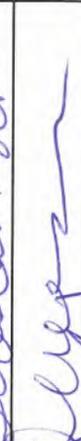
Together, we urge the local authorities to act on implementing parking restrictions on South Oak Avenue. We support a safer and more livable neighborhood for everyone.

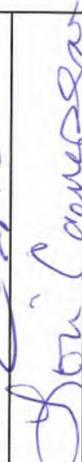
Thank you!

Concerned Residents of South Oak Avenue  
Supporters have signed in the attached

The following residents of South Oak Avenue sign in support of implementing permit parking and no thru traffic as mentioned in the letter attached. Any and all ways to help keep our block safe will be considered in our support.

ADDRESS	NAME	PHONE # (optional)	EMAIL (optional)	SIGNATURE
222 S Oak Ave				
226 S Oak Ave				
234 S Oak Ave	Mark Kosbab	(830) 202-9412	mkosbab@sbcglobal.net	
238 S Oak Ave	Sally Diehl	773 405 0886	carriedieh105@gmail.com	
250 S Oak Ave	Carmin Vargas Luis Vargas	Carmin Vargas (630) 433 6858		
270 S Oak Ave	Donna Clarke	630-917-2088		
271 S Oak Ave	Elijah Clarke	224-634-1731		
	John Porter	630-939-9423		
	Rozanne Porter	630 939-9422		

ADDRESS	NAME	PHONE # (optional)	EMAIL (optional)	SIGNATURE
280 S Oak Ave	Monika Piew	224-522-3237	filipoo@comcast.net	
	Philip Piew	224-522-3237	filipoo@comcast.net	
281 S Oak Ave	Kimberly Wintz	(713) 218-3453	kimberlywintz@gmail.com	
	Casoy Wintz	224-628-4483		
290 S Oak Ave	Sue Clark	630-674-7550	donclark2112@aol.com	
	Don Clark	630-674-7550		
290 S OAK AVE	Don Clark	630-674-7550		
291 S Oak Ave	Rich KARR	630-254-5494		
300 S Oak Ave	Bessie Ann Cassie Ann	630-294-4555		
301 S Oak Ave	Sue Clark Daniel Clark	224-717-0033	lostdateatt.net	
				
310 S Oak Ave	James Hogan	224 456 3131	thejimbogon@gmail.com	
	Renee	847 707 7525	renee.guziec@gmail.com	
				

ADDRESS	NAME	PHONE # (optional)	EMAIL (optional)	SIGNATURE
311 S Oak Ave				
320 S Oak Ave	Doug Bundy	847-612-8585	Bundy320@comcast.net	
	Sue Bundy	630-606-8375	✓	
321 S Oak Ave	Lyn n Gustafson	630-306-2353		
	Sally Gustafson	630-470-4277	gustys@sbcglobal.net	
330 S Oak Ave				
331 S Oak Ave				
340 S Oak Ave	Tom Campana	224-250 01666	t.campana@aol.com	
	Lori Campana	630-886 6-0278	Yahco.Dan	
341 S Oak Ave	Richard Morreault	630-54-5918		

ADDRESS	NAME	PHONE # (optional)	EMAIL (optional)	SIGNATURE
350 S Oak Ave	Hermit Ellison			
	Janine Ellison			
351 S Oak Ave	Julie Valentino			
	Jim Valentino			
360 S Oak Ave	ROBERT CURTIS			
	Rhonda Curtis			
361 S Oak Ave	Adrian Bouncewell			
	Larry Bouncewell			
370 S Oak Ave	Lori Pridwill			
	Cody Pridwill			
371 S Oak Ave				
380 S Oak Ave	Sara Lippold			
	Craig Lippold			

ADDRESS	NAME	PHONE # (optional)	EMAIL (optional)	SIGNATURE
381 S Oak Ave	Michael Misick	630 567-1118		<i>Michael Misick</i>
390 S Oak Ave	Donna DeMuro FRIGIERMRO	<del>630 567-1118</del>		<i>Donna DeMuro</i> <i>FRIGIERMRO</i>
391 S Oak Ave	David Gordon	630-886-7048	GDON59185@GMAIL.COM	<i>David Gordon</i>

Children of South Oak Avenue:

VOLTA (V) P / E P

DAMIAN, C. SOPHIA BOBBY CUSTIS, Paige, Sydney



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**CALL TO ORDER**

President Wallace called the Committee of the Whole meeting of July 18, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 8:03 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 Coordinator Tony Fradin, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning and Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Police Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

President Wallace explained that the Board will discuss the Hawk Hollow Middle School item and then reconvene to the Board meeting to vote on this item. The Committee of the Whole meeting will reconvene after the completion of the Board meeting to complete the other two items.

**BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN**  
**Hawk Hollow Middle School**

Chairman Gunsteen introduced the item.

Planning and Development Services Director Kristy Stone stated that U-46 is willing to give up the Fair Oaks right-of-way vacation, however, there are impacts to that decision. As Trustee Gunsteen said, it would create a four-way intersection at the bus lane, and it would also reduce the amount of buses they could have stacked. She recapped the thoroughfare connection from north to south that would go from S. Bartlett to Army Trail Road. Please see attached presentation.

Chairman Suwanski asked if that was the original plan.



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Ms. Stone stated that the plan was always to have Gerber Road terminate into Fair Oaks to create a 4-way intersection.

Chairman Suwanski asked if at that point, would Gerber Road have continued on North Ave?

Ms. Stone stated no, at that point, the plans were to have a subdivision and have residential lots in what is now Hawk Hollow.

Ms. Stone continued through the presentation.

Chairman Deyne asked about the IGA, and why it was limited to 2 years?

Ms. Stone stated that is when we would see the impact of what the traffic will be once Hawk Hollow is reopened as a middle school.

Chairman Deyne stated he would like to see that extended.

Village Attorney Asprooth stated that the IGA term is actually 10 years.

Chairman Gandsey stated that this conversation started around safety, and all of the questions have been answered. I feel there is no value in creating this road, and that we should stick with the plan of vacating that part.

President Wallace expressed concern that the traffic study wouldn't be accurate until 2025 when things really start getting cooking with busses. A traffic study is pretty useless until school is open. We are going to be making changes as we go.

Superintendent of School District U-46 Dr. Suzanne Johnson stated that she is thankful to have the opportunity to come back this evening, and offered a point of clarification. The IGA actually has included another component that indicates that once the middle school is on the property and the village finds the need to continue for an additional traffic study to analyze peak times, we would agree for an additional two years to continue to study that traffic to see what the needs are.

Chairman Hopkins agreed with vacating the easements and going along with the original proposal and plan commission recommendation. These will keep students safe.

Chairman Deyne agreed, and stated that it is a valid point.

President Wallace asked about extending Fair Oaks to accommodate the strip mall.

Ms. Stone stated that we have a right-of-way for that portion.



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Chairman Suwanski asked where exactly U-46 takes over the property.

Ms. Stone stated we are vacating the portion that is on U-46 property.

Chairman Suwanski asked approximately where that is.

Ms. Stone stated U-46 stops where the bike path changes material and width. She also pointed the location out on the map.

Chairman Suwanski stated that she would still like to see the emergency access addressed.

Ms. Stone stated that was not addressed because the Planning and Zoning Commission plan included the planting of evergreen trees in the suggested location to block the view for the neighbors to the north.

Chairman Suwanski stated that the Planning and Zoning Commission didn't know this idea existed at that time. That idea came up at our last meeting.

Ms. Stone stated that the committee could make that change to the recommended plan. That is something that the residents at that meeting felt very strongly about.

Chairman LaPorte stated that one thing that is being overlooked is the safety and the contingencies 2 years from now when there are more busses, more kids being dropped off. What's our contingency then? We need to think now what we could do later. What if there are more accidents? What if there are kids stepping in front of cars? What if there is an emergency and we can't get into the school from Gerber Road?

Chief Pretkelis stated that the way we are looking at is that it was an elementary school, we had those same concerns and none of those issues. It would be no different as an elementary school, as it would be a middle school.

Mr. Dinges added that the parent access at the north end which wasn't there before, you will now have two access points.

President Wallace added that when it opened, there were 600 students and now there will only be 720 or so.

Dr. Johnson added that the goal is 750 students. I want to highlight that in the past, on the very rare occasions that we have emergency situations in our buildings, especially in the Village of Bartlett, she gave tremendous accolades to our emergency responders, in working with us to direct traffic. If it was going to impact an arrival or dismissal we are able to problem solve and we train for those situations as well. We probably over



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communicate, we let you know if we need to delay an arrival or dismissal. We work very closely with the police department to prepare for those as well. I am very confident in that partnership with the Village of Bartlett. One of the items in the IGA is modification, we recognize that there may be a need for periodic review of what we've agreed to and revisiting the plan.

Chairman LaPorte reiterated his point.

Chairman Gunsteen stated his understanding that Fair Oaks can still be extended even if we vacate our right-of-way.

Ms. Stone stated that is correct, Fair Oaks can still be extended from Army Trail Road to Norway in the future. That is not a part of this proposal.

Chairman Gunsteen asked if that would tie into Penny Lane.

Ms. Stone stated that is correct.

Chairman Suwanski stated that could take care of the issue President Wallace stated about the strip center.

Ms. Stone stated that is correct.

Chairman Gunsteen stated after reviewing everything, I think this leaves some important projects available to the village. There are still some safety improvements we can make down the road, including some pedestrian crossing areas. The future of Gerber Road needs to be looked at overall.

Chairman Suwanski asked Ms. Stone to clarify some of the locations on the map.

Ms. Stone clarified those points in the original presentation.

Chairman Deyne asked if we vacate this portion, how would that affect the property owners that spoke in Town Hall.

Ms. Stone stated that portion of Fair Oaks would be eliminated on the future land use plan.

Chairman Gunsteen reiterated his point about emergency access but added that can be separated from this vote and addressed later.

Dr. Johnson stated that their team can research that and come back.



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COMMITTEE MINUTES  
July 18, 2023**

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Project Manager for CAGE Civil Engineering, Claudia Wells stated that they can accommodate that future access if that was needed it would be easy to get to.

Chairman Gunsteen stated that this will be forwarded on to the Village Board.

President Wallace stated that the Committee of the Whole will now adjourn back to the Board meeting.

The Committee of the Whole discussion will reconvene after the regular Board meeting is adjourned to complete the final two items.

Trustee Suwanski moved to adjourn the Committee of the Whole meeting and that motion was seconded by Trustee Gandsey.

**ROLL CALL VOTE TO ADJOURN TO THE BOARD MEETING**

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

NAYS: None

ABSENT: None

**MOTION CARRIED**

The meeting adjourned at 8:33 p.m.

**CALL TO ORDER**

President Wallace called the Committee of the Whole meeting of July 18, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 9:02 p.m.

**ROLL CALL**

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

ABSENT: None



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
July 18, 2023**

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

**Savoury Restaurant BEDA Application**

Chairman Gandsey stated Savoury Restaurant & Pancake Café has been located in the Westgate Commons shopping plaza for sixteen years. It is a successful family-run business and has been an anchor for that shopping center, attracting many diners from throughout the area.

Despina Kotrotsos is the owner/operator of Savoury and has been planning a comprehensive expansion and update of her restaurant for the past several years. She has submitted \$97,387 worth of planned improvements, with \$59,786.95 being eligible through the BEDA program.

Some of those improvements include demolition, framing, drywall, paneling, cabinets, countertops, a new sign, and an additional 40 seats being added – 20 inside and 20 outside.

The Economic Development Commission (EDC) reviewed Savoury's BEDA application at its June 12th meeting, at which time it recommended in favor of a maximum fifty percent grant of \$29,893.48.

Please note that this application was reviewed by the EDC under the original BEDA program terms since it was worked on and applied for on April 28, 2023, prior to changes being adopted on June 20, 2023. The applicant has since been apprised of the new regulations and has signed the BEDA Program Application Addendum.

President Wallace expressed support for the project, and stated Saturday and Sunday mornings can be a bit of a wait, so this will help out a lot.

Chairman Suwanski asked if they anticipate opening for dinner again.

Ms. Kotrotsos stated no, they will not.

Chairman Gandsey suggested to keep the healthy options on the menu.

Ms. Kotrotsos stated they will be staying.

Chairman Gandsey stated that will be forwarded to the Village Board for a final vote.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
July 18, 2023**

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**PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE**

**ComEd Reliability Discussion**

Chairman Deyne stated at a recent board meeting, it was asked for ComEd to address the board on a series of issues. Processes during storms, with the most recent ice storm being an example. The board also asked for an overview on our comparative analysis with other communities and where we stand with upgrades in equipment, as well as communications with our residents.

ComEd External Affairs Manager Greg Castellanos will provide a brief presentation and field any questions the Committee has relative to ComEd.

Mr. Castellanos shared his presentation (attached).

Chairman Hopkins asked for clarification on how they came to 100 minutes as the average downtime for an outage.

Mr. Castellanos stated that the 100 minutes covered the ComEd service territory as a whole throughout the entire state of Illinois.

Chairman Hopkins stated that his neighbors were out for two and a half days. It has happened several times, in the same area. I know you highlighted the south end of town getting upgrades, it doesn't seem like the north end of town has received that, and it's the older part of Bartlett. I think your numbers and statistics across the state look great, but the residents of Bartlett see a different picture.

Mr. Castellanos stated that is a peculiar thing. One side of a street can be on a different circuit than another, creating confusion. Is there a specific block you are referring to? I can do a deeper dive with the reliability team.

Chairman Hopkins stated Eastern, Morris and Tatge Avenues, but that is just what I see. What's happening in Bartlett as a whole? This doesn't depict what is happening in my community. I think that is what I really want to know, and what other neighborhoods are down for two and a half hours.

President Wallace stated on his street, he is never down, but the folks across the street are.

Chairman Gandsey asked how ComEd matches with this perception?



**VILLAGE OF BARTLETT  
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Mr. Castellanos stated it's a gift and a curse. We have gotten to the point where we can get people back in seconds after a flicker or after a huge storm. A lot of times, they receive such good reliability, it changes their perspective. We do focus on getting our reliability teams out in the public.

Mr. Skrycki added that we did let Mr. Castellanos' team know about the specific area Chairman Hopkins referenced, and we hoped that they would have a little more detail, and we will make sure those streets you identified will have some feedback.

Chairman Hopkins reiterated that 3-4 years ago, there were people out for multiple days.

Mr. Castellanos stated that was most likely the derecho. The presentation does not depict that storm. We had over one million customers out due to the 90 mile per hour winds that storm produced. Storms like that help us identify areas of improvement to improve reliability. That is the focus.

Chairman Hopkins thanked him for coming, and stated he would like to see statistics for this community.

Mr. Castellanos stated that he will have his reliability team do a historical deep dive, and he can get you that information.

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

**ROLL CALL VOTE TO ADJOURN**

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

NAYS: None

ABSENT: None

**MOTION CARRIED**

The meeting was adjourned at 9:24 p.m.

Samuel Hughes  
Deputy Village Clerk

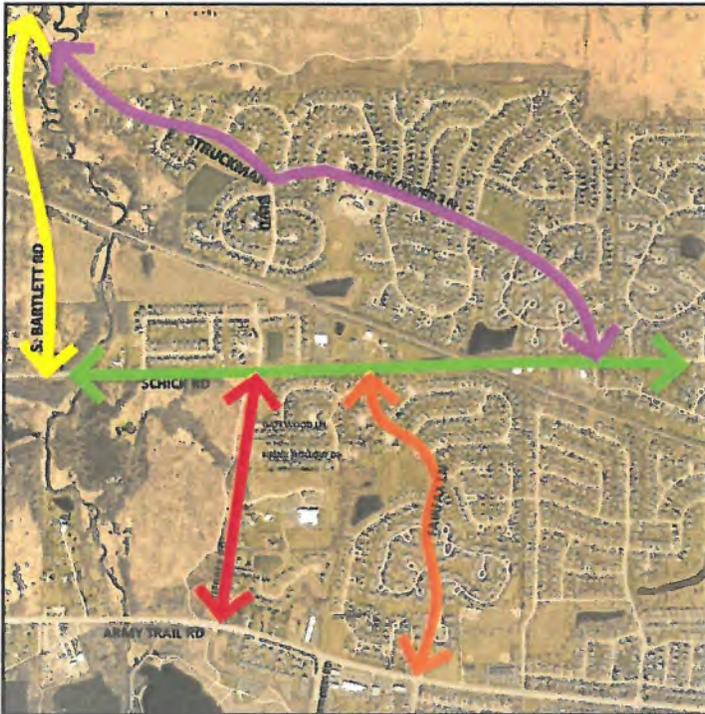


## Existing Road Network

- E. Struckman Blvd ends north of the railroad tracks
- S. Struckman Blvd ends south of the Forest Preserve property and railroad tracks and extends to the Gerber/Schick Rd intersection
- Fair Oaks Road ends at Army Trail Road
- Gerber Road extends from Army Trail Road north to Schick Road

1

1



## Existing Traffic Flow

- E. Struckman Blvd ends north of the railroad tracks
- S. Struckman Blvd ends south of the Forest Preserve property and railroad tracks and extends to the Gerber/Schick Rd intersection
- Fair Oaks Road ends at Army Trail Road
- Gerber Road extends from Army Trail Road north to Schick Road

2

2



## Thoroughfare Plan

GOAL: To create an additional north/south connection from S. Bartlett Rd to Army Trail Rd by connecting E. Struckman Blvd to Fair Oaks Road

3

3



## Thoroughfare Plan Traffic Flow

- Increase traffic counts on E. Struckman Blvd in Silvercrest Subdivision
- Increase traffic counts on S. Struckman Blvd in Harmony Grove Subdivision
- Increase traffic counts on Fair Oaks Rd in Enclave Subdivision
- Increase traffic counts at the Gerber/Schick Rd intersection
- Decrease traffic counts at the S. Bartlett/Schick Rd intersection
- Decrease traffic counts at Gerber/Army Trail Rd

4

4

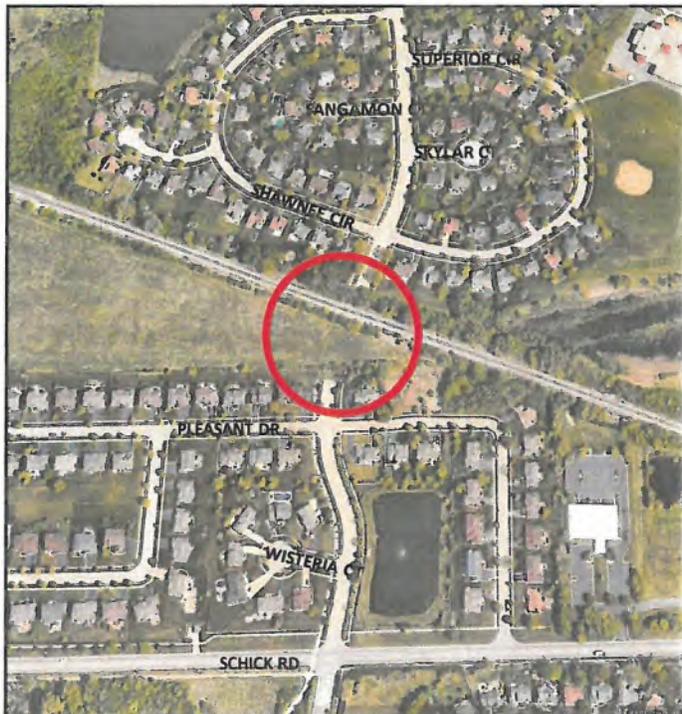


## Thoroughfare Plan Components

1. Connect E. Struckman Blvd south across the railroad tracks
2. Extend Fair Oaks to Gerber Rd/Jacaranda Dr
3. Fair Oaks Rd & Gerber Rd Realignment

5

5



## Thoroughfare Plan

1. Connect E. Struckman Blvd south across the railroad tracks

- August 8, 1991 – Chicago Central & Pacific Railroad Company letter stating their opposition to an at-grade crossing - *suggested an underpass to be paid for by the Village*
- October 7, 1991 – Illinois Commerce Commission letter recommended an underpass for the crossing
- September 17, 1999 – Pavia-Marting (Village Engineer) letter requesting CNIC Railroad discuss an at-grade crossing
- December 17, 1999 – CNIC Railroad letter indicates they would only consider a separated crossing at Struckman Blvd.

6

6



# Thoroughfare Plan

## 1. Connect E. Struckman Blvd south across the railroad tracks

- Overpass considerations
  - Requires 23' 6" vertical clearance
  - Pavement would be 30+ feet above tracks
- Underpass considerations
  - Requires 14'9" vertical clearance
  - Structure would be approximately 25 feet below current crossing grade

*Length of overpass/underpass improvement would be 1500 feet and any side street or facility next to that grade separation is cut off visually and physically.*

7

7



# Thoroughfare Plan

## 2. Extend Fair Oaks to Gerber Rd/Jacaranda Dr

- Right of way would need to be acquired from 2 private land owners
- There are wetlands within the both the existing and proposed Fair Oaks right of way – a wetland delineation report would be required to determine if the wetlands are regulatory or critical which may limit what can be constructed

8

8



## Thoroughfare Plan

### 3. Fair Oaks Rd & Gerber Rd Realignment

- Gerber Road ends at Jacaranda Drive
- A four way intersection is created along the Fair Oaks extension with Jacaranda Drive to the west and the school's drive aisle to the east
- Minor realignment of the Hawk Hollow Dr & Fair Oaks (formerly Gerber Rd) intersection is necessary

9

9



## Hawk Hollow Site Plan without Fair Oaks Extension

- Hawk Hollow Middle School has two curb cuts on Gerber Road
- Curb cuts are approximately 300 feet apart
- Southern drive aisle can accommodate up to 21 buses (*18 buses anticipated*)

10

10

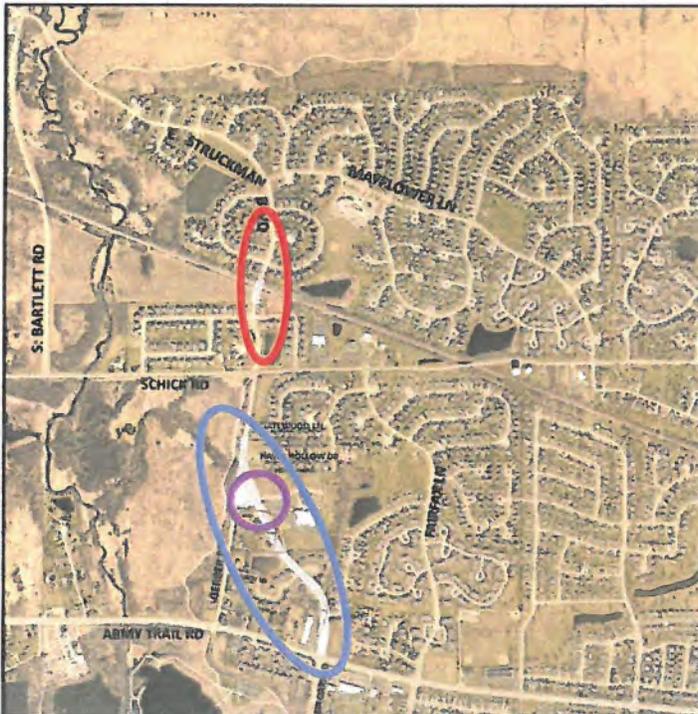


## Hawk Hollow Site Plan with Fair Oaks Extension

- Hawk Hollow Middle School has two curbcuts on Fair Oaks Road, one of which creates a 4-way intersection with the re-aligned Gerber Road
- Curbcuts are approximately 225 feet apart
- Southern drive aisle can accommodate up to 16 buses (*18 buses anticipated*)

11

11



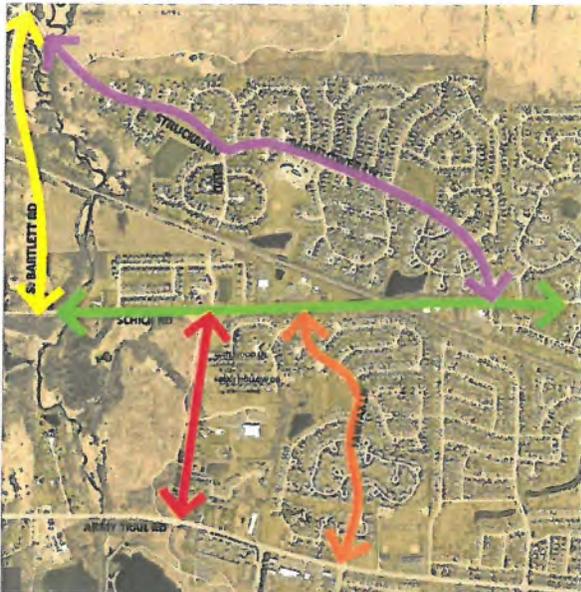
## Thoroughfare Plan Estimated Costs

- Railroad underpass: \$25-30 Million
- Roadway and realignment construction costs: \$3,000,000+/-
- Wetland costs: \$175,000 per acre
- Land acquisition costs: Unknown - need appraisals

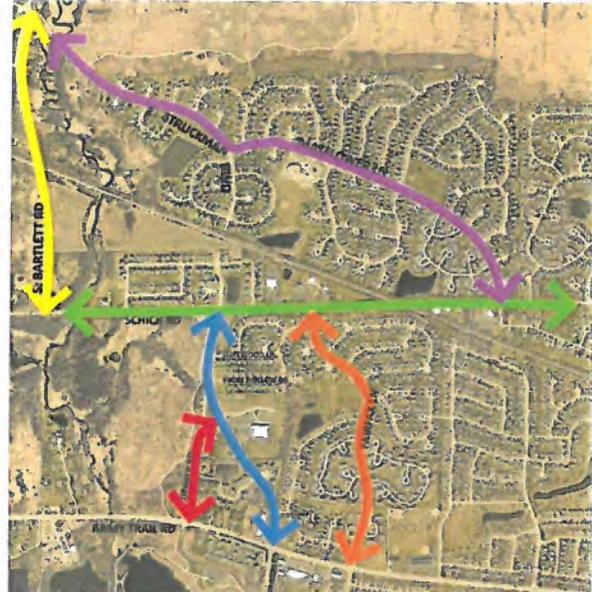
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12

### Current Traffic Flows



### Proposed Traffic Flows (Fair Oaks extension w/out RR crossing)



13



### Limited Fair Oaks Extension Option

- Kelly Farm Road intersects with Fair Oaks Drive providing additional access to Fairfax Commons
- The Enclave Subdivision would have a secondary access point
- The temporary curb cut on Army Trail Rd for the MTP Professional Building could be removed and replaced with curb cuts on the Fair Oaks Rd extension

*Land acquisition, wetland mitigation, and Gerber/Fair Oaks intersection realignment are not necessary*

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**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 8/1/2023

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/AUG 2023	882.90
** 1 UNITED STATES TREASURY	PCORI FEES	774.00
<b>INVOICES TOTAL:</b>		<b>1,656.90</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	142.15
<b>INVOICES TOTAL:</b>		<b>142.15</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	STICKY NOTES/NOTE PADS	41.98
1 AMAZON CAPITAL SERVICES INC	STOP THE BLEED KITS	20.59
<b>INVOICES TOTAL:</b>		<b>62.57</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CHICAGO METROPOLITAN AGENCY	ANNUAL DUES	1,558.73
1 MUNICIPAL CLERKS N/NW SUBURBS	ANNUAL MEMBERSHIP DUES	40.00
<b>INVOICES TOTAL:</b>		<b>1,598.73</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULINE	REPLACEMENT KEYS	38.01
1 ULINE	CREDIT - FREIGHT CHARGE	-13.01
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	52.41
<b>INVOICES TOTAL:</b>		<b>77.41</b>

**1200-PROFESSIONAL SERVICES**

**521000-FINANCIAL CONSULTANT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOSTER & FOSTER INC	POL PEN ACTUARIAL REPORT	3,751.00
<b>INVOICES TOTAL:</b>		<b>3,751.00</b>

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	12,840.00
1 LAW OFFICES OF FRANCIS BONGIOVANNI	PROFESSIONAL SERVICES	1,480.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,020.00
	<b>INVOICES TOTAL:</b>	<b>16,265.00</b>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	40.70
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00
	<b>INVOICES TOTAL:</b>	<b>68.70</b>

**1500-PLANNING & DEV SERVICES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	82.80
	<b>INVOICES TOTAL:</b>	<b>82.80</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JUNE 23	616.39
	<b>INVOICES TOTAL:</b>	<b>616.39</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDREW BARNA	COOK COUNTY CLERK FILING FEES	51.05
1 COOK COUNTY CLERK	RECORDING FEES	672.00
	<b>INVOICES TOTAL:</b>	<b>723.05</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACCURATE DOCUMENT DESTRUCTION	DOCUMENT SHREDDING SERVICES	359.16
1 COMCAST	CABLE SERVICE	190.03
1 VERIZON WIRELESS	WIRELESS SERVICES	456.12
	<b>INVOICES TOTAL:</b>	<b>1,005.31</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DVD DISC BURNERS	63.98
1 L.E.A. DATA TECHNOLOGIES	TRAINING SOFTWARE UPGRADE	105.00
	<b>INVOICES TOTAL:</b>	<b>168.98</b>

**523100-ADVERTISING**

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

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 8/1/2023**

1 THE BLUE LINE	OFFICER RECRUITMENT LISTING	496.00
1 THE BLUE LINE	OFFICER RECRUITMENT LISTING	348.00
	<u>INVOICES TOTAL:</u>	<u>844.00</u>

**525400-COMMUNICATIONS - DUCOMM**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 DU-COMM	FACILITY LEASE/OPERATING COSTS	8,873.93
1 DU-COMM	QUARTERLY DUES	193,630.25
	<u>INVOICES TOTAL:</u>	<u>202,504.18</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	240.00
	<u>INVOICES TOTAL:</u>	<u>240.00</u>

**526050-VEHICLE SET UP**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REMOVAL FEES	475.00
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REMOVAL FEES	475.00
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REMOVAL FEES	475.00
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT INSTALLATION FEES	3,998.29
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT INSTALLATION FEES	3,948.34
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT INSTALLATION FEES	4,669.85
	<u>INVOICES TOTAL:</u>	<u>14,041.48</u>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 THE FINER LINE INC	CANINE PLAQUE FOR LUTHER	78.18
1 LT ARTISTIC FRAMING INC	RETIREMENT SHADOW BOX	221.00
1 WAREHOUSE DIRECT	INK CARTRIDGE	128.94
1 WAREHOUSE DIRECT	INK CARTRIDGE	128.92
1 WAREHOUSE DIRECT	INK CARTRIDGE	87.84
1 WAREHOUSE DIRECT	STYROFOAM CUPS/OFFICE SUPPLIES	47.78
	<u>INVOICES TOTAL:</u>	<u>692.66</u>

**530110-UNIFORMS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 STREICHER'S INC	TIE BAR	32.50
	<u>INVOICES TOTAL:</u>	<u>32.50</u>

**532000-AUTOMOTIVE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES - JUNE 23	11,771.80
	<u>INVOICES TOTAL:</u>	<u>11,771.80</u>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
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\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 8/1/2023**

1 STATE GRAPHICS	SHIPPING CHARGE	46.97
1 STATE GRAPHICS	BUSINESS ENVELOPES	350.94
1 WAREHOUSE DIRECT	BINDERS/OFFICE SUPPLIES	231.21
1 WAREHOUSE DIRECT	STYROFOAM CUPS/OFFICE SUPPLIES	114.68
	<b>INVOICES TOTAL:</b>	<b>743.80</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAYMOND GARCIA	CONFERENCE EXPENSES	626.34
1 MAJOR CASE ASSISTANCE TEAM	AWARDS BANQUET FEES	240.00
1 PRI MANAGEMENT GROUP	WEBINAR REGISTRATION FEE	159.00
	<b>INVOICES TOTAL:</b>	<b>1,025.34</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS LAW ENFORCEMENT ALARM	ANNUAL MEMBERSHIP DUES	240.00
1 MAJOR CASE ASSISTANCE TEAM	ANNUAL DUES	4,000.00
	<b>INVOICES TOTAL:</b>	<b>4,240.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PORTABLE SIGN BOARDS	99.96
1 CHICAGO HIGHLANDERS PIPES AND DRUMS	BAGPIPE PERFORMANCE/NNO	250.00
1 CROWN TROPHY	NNO TROPHIES & AWARDS	282.00
1 NATIONAL ASSOCIATION OF TOWN WATCH	NNO T-SHIRTS/SUPPLIES	5,202.77
1 PRIME TIME RACING	MINI-RACE TRACK RENTAL/NNO	1,500.00
1 ROSE PARTY RENTALS & SERVICE INC	EQUIPMENT RENTAL/NNO	4,469.05
1 RACHEL SAMPLE	FRISBEE DOG PERFORMANCE/NNO	600.00
1 ZOOS ARE US INC	BALANCE DUE/PETTING ZOO - NNO	465.00
	<b>INVOICES TOTAL:</b>	<b>12,868.78</b>

**544001-PRISONER DETENTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT SOAP N SUDS	DETENTION BLANKET CLEANING	38.75
	<b>INVOICES TOTAL:</b>	<b>38.75</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INDUSTRIAL ORGANIZATIONAL SOLUTIONS I	POLICE OFFICER RECRUITMENT	2,392.00
1 TRANS UNION LLC	BACKGROUND CHECK FEES	265.93
	<b>INVOICES TOTAL:</b>	<b>2,657.93</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STALKER RADAR APPLIED CONCEPTS INC	LASER TECH HANDHELD LIDAR	2,078.50
	<b>INVOICES TOTAL:</b>	<b>2,078.50</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 8/1/2023

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHARLES EQUIPMENT ENERGY SYSTEMS	EQUIPMENT RENTAL/4TH OF JULY	6,563.80
1 TRAFFIC CONTROL & PROTECTION INC	BARRICADE RENTAL/4TH OF JULY	14,068.00
1 VERIZON WIRELESS	WIRELESS SERVICES	277.64
<b>INVOICES TOTAL:</b>		<b>20,909.44</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	5,941.71
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	81.02
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,611.34
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	20.43
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,601.85
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	11.70
<b>INVOICES TOTAL:</b>		<b>9,268.05</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASTROBLAST INC	SALT SPREADER MAINTENANCE	1,052.00
1 REX RADIATOR & WELDING CO INC	VEHICLE MAINTENANCE	520.00
1 REX RADIATOR & WELDING CO INC	VEHICLE MAINTENANCE	710.00
1 SAUBER MFG CO	EQUIPMENT PURCHASE/INSPECTION	1,051.00
1 SUBURBAN TIRE	VEHICLE MAINTENANCE	352.86
1 SUBURBAN TIRE	VEHICLE MAINTENANCE	20.00
<b>INVOICES TOTAL:</b>		<b>3,705.86</b>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	BRIDGE SAFETY INSPECTIONS	740.00
<b>INVOICES TOTAL:</b>		<b>740.00</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	3,601.98
<b>INVOICES TOTAL:</b>		<b>3,601.98</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	SIDEWALK EDGING INSTALLATION	2,600.00
1 TRUGREEN	FERTILIZER APPLICATION	326.52
1 TRUGREEN	FERTILIZER APPLICATION	907.03
<b>INVOICES TOTAL:</b>		<b>3,833.55</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 8/1/2023**

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,118.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	69.75
1 JAMES JACKSON	PUBLIC SIDEWALK REPLACEMENT	681.60
1 LINDA SANFILIPPO	PUBLIC SIDEWALK REPLACEMENT	681.60
<b>INVOICES TOTAL:</b>		<b>2,550.95</b>

**527140-TREE TRIMMING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	TREE REMOVAL SERVICES	2,465.00
<b>INVOICES TOTAL:</b>		<b>2,465.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	264.65
1 AMAZON CAPITAL SERVICES INC	FIRST AID WALL CHART/SUPPLIES	12.99
1 AUTOZONE INC	MAINTENANCE SUPPLIES	74.35
1 COLLIFLOWER INC - BALTIMORE	MATERIALS & SUPPLIES	295.00
1 GRAINGER	WATER HOSE ASSEMBLY	80.15
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	666.84
<b>INVOICES TOTAL:</b>		<b>1,393.98</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	677.14
<b>INVOICES TOTAL:</b>		<b>677.14</b>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JUNE 23	6,184.50
<b>INVOICES TOTAL:</b>		<b>6,184.50</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	139.83
1 ATLAS BOBCAT LLC	AIR & FUEL FILTERS	779.80
1 AUTOZONE INC	MAINTENANCE SUPPLIES	393.80
1 GRAINGER	CEILING FAN	150.22
1 HAWK FORD OF ST CHARLES	MAINTENANCE SUPPLIES	135.69
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	90.95
1 REX RADIATOR & WELDING CO INC	MAINTENANCE SUPPLIES	53.00
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	469.14
<b>INVOICES TOTAL:</b>		<b>2,212.43</b>

\*\* Indicates pre-issue check.

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**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	1,155.00
<b>INVOICES TOTAL:</b>		<b>1,155.00</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	74.12
<b>INVOICES TOTAL:</b>		<b>74.12</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	MUNGER RD CULVERT REPLACEMENT	5,660.00
1 DUPAGE COUNTY STORMWATER MANAGEME	MUNGER RD CULVERT REPLACEMENT	854.00
<b>INVOICES TOTAL:</b>		<b>6,514.00</b>

**2200-MFT EXPENDITURES**

**583005-MFT MAINTENANCE PROGRAM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHASTAIN & ASSOCIATES LLC	NORTH AVE RESURFACING PROJECT	1,229.20
<b>INVOICES TOTAL:</b>		<b>1,229.20</b>

**4800-BREWSTER CREEK TIF MUN ACC EXP**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	235.00
<b>INVOICES TOTAL:</b>		<b>235.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	ROADWAYS/BIKE PATH AGREEMENT	587,633.08
<b>INVOICES TOTAL:</b>		<b>587,633.08</b>

**500-WATER FUND REVENUES**

**450110-METER SALES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REICHE CONSTRUCTION INC	WATER METER FEE REFUND	1,386.50
<b>INVOICES TOTAL:</b>		<b>1,386.50</b>

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

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

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1 AQUA BACKFLOW INC	ANNUAL SUBSCRIPTION FEE	360.00
1 OTM ENVIRONMENTAL SERVICES INC	WATER SYSTEM CHECKS/JUNE 2023	6,800.00
		<b>INVOICES TOTAL: 7,160.00</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	374.32
		<b>INVOICES TOTAL: 374.32</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JULY 2023 BILLING	723.82
		<b>INVOICES TOTAL: 723.82</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	WATER MODELING SERVICES	5,545.00
		<b>INVOICES TOTAL: 5,545.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	50.38
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	399.47
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	27.91
1 NEXAMP INC	ELECTRIC BILL	1,437.09
1 NICOR GAS	GAS BILL	49.71
		<b>INVOICES TOTAL: 1,964.56</b>

**527120-SVCS TO MAINT MAINS/STORM LINE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	TURF RESTORATION SERVICES	1,960.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,376.00
		<b>INVOICES TOTAL: 3,336.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	264.65
1 AMAZON CAPITAL SERVICES INC	FIRST AID WALL CHART/SUPPLIES	12.99
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	114.86
1 PORTER PIPE & SUPPLY	MATERIALS & SUPPLIES	173.34
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	430.88
		<b>INVOICES TOTAL: 996.72</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	264.83

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 264.83

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JUNE 23	1,214.75
<u>INVOICES TOTAL:</u>		<u>1,214.75</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	74.12
<u>INVOICES TOTAL:</u>		<u>74.12</u>

**534810-METER MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER/SUPPLIES	935.80
1 WATER RESOURCES INC	WATER METER MATERIALS	561.60
<u>INVOICES TOTAL:</u>		<u>1,497.40</u>

**5090-WATER CAPITAL PROJECTS EXP**

**581020-WATER METER AUTOMATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS/INSTALLATION FEES	58,657.36
<u>INVOICES TOTAL:</u>		<u>58,657.36</u>

**581031-LEAK SURVEY/REPAIR**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	868.00
<u>INVOICES TOTAL:</u>		<u>868.00</u>

**5100-SEWER OPERATING EXPENSES**

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JULY 2023 BILLING	723.82
<u>INVOICES TOTAL:</u>		<u>723.82</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	26.08
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	119.20
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	18.40
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	73.68
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	19.00
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	18.61
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	212.10
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	25.12

\*\* Indicates pre-issue check.

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1 COMMONWEALTH EDISON CO	ELECTRIC BILL	3.57
1 NEXAMP INC	ELECTRIC BILL	2,810.09
1 NICOR GAS	GAS BILL	171.81
1 NICOR GAS	GAS BILL	53.19
1 NICOR GAS	GAS BILL	166.34
1 NICOR GAS	GAS BILL	55.83
1 NICOR GAS	GAS BILL	54.00
1 NICOR GAS	GAS BILL	56.65
<u>INVOICES TOTAL:</u>		<u>3,883.67</u>

**524210-SLUDGE REMOVAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	8,779.50
<u>INVOICES TOTAL:</u>		<u>8,779.50</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	802.24
<u>INVOICES TOTAL:</u>		<u>802.24</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FIRST AID WALL CHART/SUPPLIES	12.99
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	174.69
<u>INVOICES TOTAL:</u>		<u>187.68</u>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	305.92
<u>INVOICES TOTAL:</u>		<u>305.92</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JUNE 23	2,240.79
<u>INVOICES TOTAL:</u>		<u>2,240.79</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	266.48
1 FLOW-TECHNICS INC	PUMP MAINTENANCE	170.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	303.78
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
<u>INVOICES TOTAL:</u>		<u>890.26</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	74.11

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 74.11

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRISYS CENTRIFUGE-SYSTEMS LLC	REFURBISHED PART FOR CENTRIFUGE	23,825.00
		<u>INVOICES TOTAL: 23,825.00</u>

**547047-IEPA LOAN INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PAYMENT	15,222.79
		<u>INVOICES TOTAL: 15,222.79</u>

**547048-IEPA LOAN PRINCIPAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PAYMENT	53,352.23
		<u>INVOICES TOTAL: 53,352.23</u>

**5190-SEWER CAPITAL PROJECTS EXP**

**582027-WWTP FACILITY IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	1,117,303.13
1 RUBINO ENGINEERING INC	CONCRETE COMPRESSION TESTING	2,953.00
		<u>INVOICES TOTAL: 1,120,256.13</u>

**5200-PARKING OPERATING EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	131.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	62.69
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	8.28
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	11.19
1 NEXAMP INC	ELECTRIC BILL	661.58
1 NICOR GAS	GAS BILL	68.83
1 NICOR GAS	GAS BILL	86.06
1 NICOR GAS	GAS BILL	51.59
		<u>INVOICES TOTAL: 1,082.12</u>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE/GOLF CART GPS	269.90
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	274.13
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	107.85

\*\* Indicates pre-issue check.

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1 ROSCOE CO	MATS	311.10
		<b>INVOICES TOTAL: 962.98</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	FAMILY GOLF OUTING ADVERTISING	120.00
		<b>INVOICES TOTAL: 120.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	3,025.28
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	16.45
1 NEXAMP INC	ELECTRIC BILL	32.75
1 NICOR GAS	GAS BILL	477.39
		<b>INVOICES TOTAL: 3,551.87</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	EXTENSION CORD/SUPPLIES	29.69
1 AMAZON CAPITAL SERVICES INC	FLOATING CANDLES/VACUUM PART	41.21
1 EDWARD DON & COMPANY	PAPER TOWELS/TRASH BAGS	300.00
1 THE HOME DEPOT PRO	BATH TISSUE	166.95
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	44.75
		<b>INVOICES TOTAL: 582.60</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	985.11
		<b>INVOICES TOTAL: 985.11</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PRINTER PAPER	50.00
		<b>INVOICES TOTAL: 50.00</b>

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	123.77
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	547.50
		<b>INVOICES TOTAL: 671.27</b>

**534332-PURCHASES - GOLF BALLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	630.44
1 BRIDGESTONE GOLF INC	GOLF BALLS	237.65
		<b>INVOICES TOTAL: 868.09</b>

\*\* Indicates pre-issue check.

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**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,008.42
1 NICOR GAS	GAS BILL	68.65
1 NICOR GAS	GAS BILL	159.12
<b>INVOICES TOTAL:</b>		<b>1,236.19</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	7,350.00
1 REINDERS INC	MATERIALS & SUPPLIES	296.04
1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	368.00
<b>INVOICES TOTAL:</b>		<b>8,014.04</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	985.12
1 MID-TOWN PETROLEUM ACQUISITION LLC	AUTOMOTIVE SUPPLIES	1,125.03
1 MID-TOWN PETROLEUM ACQUISITION LLC	AUTOMOTIVE SUPPLIES	193.33
<b>INVOICES TOTAL:</b>		<b>2,303.48</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TIME CARDS	65.96
<b>INVOICES TOTAL:</b>		<b>65.96</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AHW LLC	EQUIPMENT REPAIRS/MATERIALS	2,188.83
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	156.66
<b>INVOICES TOTAL:</b>		<b>2,345.49</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FAULKS BROS CONSTRUCTION INC	TOPDRESSING SAND	2,192.46
1 SIMPLOT TURF & HORTICULTURE	LANDSCAPING MATERIALS	234.00
<b>INVOICES TOTAL:</b>		<b>2,426.46</b>

**572000-BUILDING & GROUNDS IMPROVMNTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRAL SOD FARMS INC	SOD PURCHASE	405.00
1 CENTRAL SOD FARMS INC	SOD PURCHASE	450.00
1 CENTRAL SOD FARMS INC	SOD PURCHASE	420.00
1 CENTRAL SOD FARMS INC	SOD PURCHASE	420.00

\*\* Indicates pre-issue check.

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1 CENTRAL SOD FARMS INC	SOD PURCHASE	450.00
1 FAULKS BROS CONSTRUCTION INC	BUNKER SAND	1,012.24
<b>INVOICES TOTAL:</b>		<b>3,157.24</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	64.00
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.83
<b>INVOICES TOTAL:</b>		<b>286.83</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	504.21
1 NICOR GAS	GAS BILL	79.56
<b>INVOICES TOTAL:</b>		<b>583.77</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	EXTENSION CORD/SUPPLIES	9.25
1 EDWARD DON & COMPANY	PAPER TOWELS/TRASH BAGS	33.91
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	129.53
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	203.90
1 SYSCO CHICAGO INC	BEER PITCHERS	95.34
<b>INVOICES TOTAL:</b>		<b>471.93</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A J MAKA DISTRIBUTING LLC	BEER PURCHASE	166.39
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	527.74
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	197.75
1 ELGIN BEVERAGE CO	BEER PURCHASE	391.80
1 EUCLID BEVERAGE LLC	BEER PURCHASE	553.24
1 EUCLID BEVERAGE LLC	BEER PURCHASE	300.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	975.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	458.41
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	600.00
1 GRECO AND SONS INC	FOOD PURCHASE	558.98
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	245.24
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	129.54
1 GRECO AND SONS INC	FOOD PURCHASE	278.49
1 GRECO AND SONS INC	FOOD PURCHASE	100.00

\*\* Indicates pre-issue check.

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1 LAKESHORE BEVERAGE	BEER PURCHASE	68.25
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	99.50
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	161.24
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	182.69
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	182.69
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	200.61
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	274.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	374.81
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	501.81
	<b>INVOICES TOTAL:</b>	<b>7,528.18</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 ALSCO	LINEN SERVICES	486.20
1 ALSCO	LINEN SERVICES	459.18
1 ALSCO	LINEN SERVICES	630.74
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	61.00
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.84
	<b>INVOICES TOTAL:</b>	<b>1,819.96</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE KNOT WORLDWIDE INC	ADVERTISING	4,728.78
	<b>INVOICES TOTAL:</b>	<b>4,728.78</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	504.21
1 NICOR GAS	GAS BILL	79.56
	<b>INVOICES TOTAL:</b>	<b>583.77</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	EXTENSION CORD/SUPPLIES	100.45
1 AMAZON CAPITAL SERVICES INC	CANDLES/BATTERIES	117.18
1 AMAZON CAPITAL SERVICES INC	FLOATING CANDLES/VACUUM PART	95.96
1 EDWARD DON & COMPANY	PAPER TOWELS/TRASH BAGS	33.92
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	129.53
1 MLA WHOLESALE INC	FLOWERS	164.15
1 MLA WHOLESALE INC	FLOWERS	27.50
1 MLA WHOLESALE INC	FLOWERS	201.75
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	203.90
1 SYSCO CHICAGO INC	KITCHEN SUPPLIES	5.93

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 1,080.27

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PRINTER PAPER	76.06
		<u>INVOICES TOTAL: 76.06</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	409.22
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	289.49
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	527.75
1 ELGIN BEVERAGE CO	BEER PURCHASE	142.32
1 EUCLID BEVERAGE LLC	BEER PURCHASE	100.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	972.45
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	465.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	975.63
1 GRECO AND SONS INC	FOOD PURCHASE	514.00
1 GRECO AND SONS INC	FOOD PURCHASE	1,138.09
1 GRECO AND SONS INC	FOOD PURCHASE	82.23
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	276.00
1 GRECO AND SONS INC	FOOD PURCHASE	200.00
1 GRECO AND SONS INC	FOOD PURCHASE	688.54
1 IL GIARDINO DEL DOLCE INC	CAKE PURCHASE	68.50
1 IL GIARDINO DEL DOLCE INC	CAKE PURCHASE	68.50
1 IL GIARDINO DEL DOLCE INC	MINI PASTRIES/BUTTER COOKIES	190.00
1 IL GIARDINO DEL DOLCE INC	PASTRIES/COOKIES/CAKE	250.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	99.50
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	66.88
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	1,187.03
1 SYSCO CHICAGO INC	FOOD PURCHASE	374.81
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	1,200.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	930.91
		<u>INVOICES TOTAL: 11,216.85</u>

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	103.32
		<u>INVOICES TOTAL: 103.32</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	200.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,000.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	791.89

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1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	269.80
1 CIGAR WERKS INC	CIGAR PURCHASE	350.21
1 CIGAR WERKS INC	CIGAR PURCHASE	350.21
1 ELGIN BEVERAGE CO	BEER PURCHASE	54.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	164.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	590.08
1 EUCLID BEVERAGE LLC	BEER PURCHASE	648.09
1 EUCLID BEVERAGE LLC	BEER PURCHASE	656.65
1 EUCLID BEVERAGE LLC	BEER PURCHASE	245.15
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	728.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,125.91
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	216.72
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	900.00
1 GRECO AND SONS INC	FOOD PURCHASE	817.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	652.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	323.50
1 LAKESHORE BEVERAGE	BEER PURCHASE	75.87
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	434.36
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	323.30
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	388.81
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	163.10
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	271.22
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	49.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	307.90
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	72.00
	<b>INVOICES TOTAL:</b>	<b>12,168.77</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	203.18
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	274.13
	<b>INVOICES TOTAL:</b>	<b>477.31</b>

**523001-PERSONNEL TESTING**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FIGMENT GROUP INC	PERSONNEL TESTING	225.00
1 MOBILE HEALTH SOLUTIONS CORP	PERSONNEL TESTING	342.70
	<b>INVOICES TOTAL:</b>	<b>567.70</b>

**524100-BUILDING MAINTENANCE SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALLEGIANT FIRE PROTECTION LLC	FIRE ALARM INSPECTION FEES	275.00
1 ALLEGIANT FIRE PROTECTION LLC	FIRE ALARM INSPECTION FEES	265.00
1 ALLEGIANT FIRE PROTECTION LLC	FIRE PUMP/SPRINKLER INSPECTION	1,097.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	180.00
1 MIDWEST MECHANICAL	A/C UNIT MAINTENANCE	462.89

\*\* Indicates pre-issue check.

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1 MIDWEST MECHANICAL	EQUIPMENT REPLACEMENT/REPAIRS	1,932.00
1 TRUGREEN	FERTILIZER APPLICATION	156.01
1 VALLEY FIRE PROTECTION SYSTEMS LLC	SPRINKLER PIPE INSPECTION	2,150.00
		<b>INVOICES TOTAL: 6,517.90</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,186.44
		<b>INVOICES TOTAL: 4,186.44</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	40.92
1 NEXAMP INC	ELECTRIC BILL	209.79
1 NICOR GAS	GAS BILL	498.03
		<b>INVOICES TOTAL: 748.74</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	REFRIGERATOR FILTERS	111.99
1 AMAZON CAPITAL SERVICES INC	CELL PHONE CHARGING CABLES	9.99
1 GRIMCO INC	MATERIALS & SUPPLIES	311.16
1 WAREHOUSE DIRECT	PAPER TOWELS/SUPPLIES	462.14
** 1 WEX BANK	FUEL PURCHASES - JUNE 23	88.91
		<b>INVOICES TOTAL: 984.19</b>

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	STOP THE BLEED KITS	301.83
		<b>INVOICES TOTAL: 301.83</b>

**6100-VEHICLE REPLACEMENT EXPENSES**

**570170-POLICE VEH REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CURRIE MOTORS	FORD UTILITY INTERCEPTOR VEHICLE	40,858.00
		<b>INVOICES TOTAL: 40,858.00</b>

**7000-POLICE PENSION EXPENDITURES**

**511600-REFUNDS TO PARTICIPANTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLOOMINGDALE POLICE PENSION FUND	SERVICE TRANSFER/N INGRASSIA	60,487.88
		<b>INVOICES TOTAL: 60,487.88</b>

\*\* Indicates pre-issue check.

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**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOSTER & FOSTER INC	POL PEN ACTUARIAL REPORT	3,751.00
	<b>INVOICES TOTAL:</b>	<b>3,751.00</b>

**GRAND TOTAL: 2,436,941.89**

GENERAL FUND	345,284.71
MOTOR FUEL TAX FUND	1,229.20
BREWSTER CREEK TIF MUN ACCT	587,868.08
WATER FUND	84,063.38
SEWER FUND	1,230,544.14
PARKING FUND	1,082.12
GOLF FUND	67,989.27
CENTRAL SERVICES FUND	13,784.11
VEHICLE REPLACEMENT FUND	40,858.00
POLICE PENSION FUND	64,238.88
<b>GRAND TOTAL</b>	<b>2,436,941.89</b>

\*\* Indicates pre-issue check.

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**10000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - AUG 2023	319,414.50
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - AUG 2023	4,258.66
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - AUG 2023	16,015.46
<b>INVOICES TOTAL:</b>		<b>339,688.62</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	E-NEWSLETTER FEE	104.50
<b>INVOICES TOTAL:</b>		<b>104.50</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAKE FOREST GRADUATE SCHOOL	TRAINING SESSIONS	6,500.00
<b>INVOICES TOTAL:</b>		<b>6,500.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ICMA DUES	200.00
<b>INVOICES TOTAL:</b>		<b>200.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALIGNMENT COLLABORATIVE FOR EDUCATIO	SUMMER INTERNSHIP PROGRAM	2,000.00
** 1 ELAN FINANCIAL SERVICES	MEETING REFRESHMENTS	23.72
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	60.80
** 1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	3,376.22
<b>INVOICES TOTAL:</b>		<b>5,460.74</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ZOOM FEES/LUNCH MEETINGS	430.37
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	188.04
** 1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	90.00
<b>INVOICES TOTAL:</b>		<b>708.41</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW OFFICES OF FRANCIS BONGIOVANNI	PROFESSIONAL SERVICES	740.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**	1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	20,966.00
	1 CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	4,098.75
	1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
	1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	675.00
		<u>INVOICES TOTAL:</u>	<u>27,404.75</u>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 COMMUTER RAIL DIV OF THE REGIONAL	PATH CROSSING/ENG & DESIGN FEES	13,320.00
	1 DEIGAN & ASSOCIATES LLC	WASTEWATER DATA REVIEW	590.00
		<u>INVOICES TOTAL:</u>	<u>13,910.00</u>

**1210-LIABILITY INSURANCE**

**544200-LIABILITY INS DEDUCTIBLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 INTERGOVERNMENTAL RISK MGMT AGENCY	JUNE DEDUCTIBLE	21,626.82	
		<u>INVOICES TOTAL:</u>	<u>21,626.82</u>

**1400-FINANCE**

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 ELAN FINANCIAL SERVICES	POSTAGE METER INK CARTRIDGES	400.90
		<u>INVOICES TOTAL:</u>	<u>400.90</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	110.00
		<u>INVOICES TOTAL:</u>	<u>110.00</u>

**1500-PLANNING & DEV SERVICES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	43.09	
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	26.13	
		<u>INVOICES TOTAL:</u>	<u>69.22</u>

**523110-LEGAL PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 EXAMINER PUBLICATIONS INC	LEGAL PUBLICATION	132.00	
		<u>INVOICES TOTAL:</u>	<u>132.00</u>

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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1 FOOD & ALCOHOL SERVICE TRAINING INC	FOOD SERVICE INSPECTIONS 07/23	25.00
INVOICES TOTAL:		25.00

**526006-INSPECTION SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 FOOD & ALCOHOL SERVICE TRAINING INC	FOOD SERVICE INSPECTIONS 07/23	1,800.00
INVOICES TOTAL:		1,800.00

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TAPE MEASURE/STICKY NOTES	41.77
1 AMAZON CAPITAL SERVICES INC	POCKET FILES/FOLDERS	81.84
INVOICES TOTAL:		123.61

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	40.00
INVOICES TOTAL:		40.00

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	AACE/ICC MEMBERSHIP RENEWALS	241.00
1 JOHN KOMOROWSKI	ICC RENEWAL DUES	211.00
INVOICES TOTAL:		452.00

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPASSION FUNERAL SERVICE INC	TRANSPORTATION SERVICES	377.50
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	196.59
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	108.33
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	146.42
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	220.08
1 VERIZON WIRELESS	WIRELESS SERVICES	722.20
1 VERIZON WIRELESS	WIRELESS SERVICES	1,285.63
INVOICES TOTAL:		3,056.75

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HERC RENTALS INC	SCISSOR LIFT RENTAL	593.00
1 TRAFFIC CONTROL & PROTECTION INC	TRAFFIC SIGNAL SYSTEM RENTAL	6,250.00
INVOICES TOTAL:		6,843.00

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EMERGENCY TELEPHONE SYSTEM	ETSB I/NETVIEWER LICENSE FEE	604.00

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1 EMERGENCY TELEPHONE SYSTEM	HEXAGON MAINT AGREEMENT	4,163.00
	<u>INVOICES TOTAL:</u>	<u>4,767.00</u>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	RECRUITMENT CARDS/WEB AD FEE	285.99
	<u>INVOICES TOTAL:</u>	<u>285.99</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SWITCH REPLACEMENT FOR ICV	76.99
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	142.45
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 FTD AUTO LLC	VEHICLE MAINTENANCE	355.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	358.00
1 TRAFFIC CONTROL & PROTECTION INC	ARROWBOARD BATTERIES	498.00
	<u>INVOICES TOTAL:</u>	<u>1,591.84</u>

**526050-VEHICLE SET UP**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EBY GRAPHICS INC	VEHICLE GRAPHICS INSTALLATION	1,020.30
1 EBY GRAPHICS INC	VEHICLE GRAPHICS INSTALLATION	1,020.30
1 EBY GRAPHICS INC	VEHICLE GRAPHICS INSTALLATION	1,020.30
	<u>INVOICES TOTAL:</u>	<u>3,060.90</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ITSC BREAKFAST/MAVERICK GROOMING	584.88
1 THE FINER LINE INC	EMPLOYEE OF THE MONTH PINS	235.50
1 THE FINER LINE INC	K9 RETIREMENT PLAQUE	260.13
** 1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	604.96
1 TRI-COUNTY BOARD-UP & GLASS	LOCK PUT ON ENTRANCE DOOR	175.00
1 ULINE	EVIDENCE SUPPLIES	311.87
1 WAREHOUSE DIRECT	TONER	116.99
1 WAREHOUSE DIRECT	SHEET PROTECTORS/PAPER	28.17
1 WAREHOUSE DIRECT	INK CARTRIDGE	146.73
1 WAREHOUSE DIRECT	INK CARTRIDGES	257.86
1 WAREHOUSE DIRECT	INK CARTRIDGE	111.56
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	14.56
	<u>INVOICES TOTAL:</u>	<u>2,848.21</u>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 P.F. PETTIBONE & CO	SERVICE BARS/COLLAR INSIGNIA	106.70
1 RAY O'HERRON CO INC	5-STAR CAP	44.96
1 STREICHER'S INC	C.S.O. BADGES	354.00

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1 STREICHER'S INC	UNIT CITATION BARS	80.00
		<b>INVOICES TOTAL: 585.66</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	90.00
		<b>INVOICES TOTAL: 90.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PRINTER	469.93
1 AMAZON CAPITAL SERVICES INC	DESKTOP WEBCAM	75.99
1 WAREHOUSE DIRECT	SHEET PROTECTORS/PAPER	38.30
1 WAREHOUSE DIRECT	USB DRIVES/OFFICE SUPPLIES	168.37
		<b>INVOICES TOTAL: 752.59</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	25.85
		<b>INVOICES TOTAL: 25.85</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AKEEL ABDELHADI	POLICE ACADEMY TRAINING	3,049.05
1 MAHA AYESH	IJOA/IDOA CONFERENCE EXPENSES	607.08
** 1 ELAN FINANCIAL SERVICES	TRAINING REGISTRATION FEES	2,400.00
1 KYLE RYBASKI	SMIP TRAINING EXPENSES	247.35
1 ULTIMATE TRAINING MUNITIONS	TRAINING HELMETS	2,679.39
		<b>INVOICES TOTAL: 8,982.87</b>

**542000-PLANNING & RESEARCH**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SQUARESPACE FEE	7.96
		<b>INVOICES TOTAL: 7.96</b>

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AED PROFESSIONALS	CPR INFANT MANIKINS	559.00
1 TRI-TECH FORENSICS INC	SWAT-T TOURNIQUETS	1,387.78
		<b>INVOICES TOTAL: 1,946.78</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY CHILDREN'S CENTER	ANNUAL DUES	3,500.00
1 NATIONAL ASSOC OF SCHOOL	MEMBERSHIP RENEWAL/P CAREY	40.00
1 NATIONAL ASSOC OF SCHOOL	MEMBERSHIP RENEWAL/R GARCIA	40.00

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1 SECRETARY OF STATE	NOTARY FEE/G PRETKELIS	15.00
1 SECRETARY OF STATE	NOTARY FEE/M CHACON	15.00
1 SECRETARY OF STATE	NOTARY FEE/M DIAZ	15.00
		<b>INVOICES TOTAL: 3,625.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	POPCORN BAGS FOR NNO	46.30
** 1 ELAN FINANCIAL SERVICES	NNO MATERIALS & SUPPLIES	970.61
1 HOME DEPOT CREDIT SERVICES	NNO TOUCH-A-TRUCK SUPPLIES	129.95
1 REPROGRAPHICS	LAMINATE NNO SIGNS	81.40
** 1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	382.30
		<b>INVOICES TOTAL: 1,610.56</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM	180.00
		<b>INVOICES TOTAL: 180.00</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONVERGINT TECHNOLOGIES LLC	SOFTWARE/EQUIPMENT INSTALLATION	22,355.98
1 RAY O'HERRON CO INC	PATROL RIFLES	2,439.97
		<b>INVOICES TOTAL: 24,795.95</b>

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
1 TRAFFIC CONTROL & PROTECTION INC	MESSAGE BOARD RENTAL	550.00
1 VERIZON WIRELESS	WIRELESS SERVICES	422.22
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
1 VERIZON WIRELESS	WIRELESS SERVICES	277.70
		<b>INVOICES TOTAL: 1,300.03</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	174.54
1 NICOR GAS	GAS BILL	61.62
1 NICOR GAS	GAS BILL	121.68
1 NICOR GAS	GAS BILL	168.80
		<b>INVOICES TOTAL: 526.64</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

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

**VILLAGE OF BARTLETT**  
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1 INTERSTATE BILLING SERVICE INC	VEHICLE MAINTENANCE	1,302.25
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	750.00
1 SUBURBAN TIRE	VEHICLE MAINTENANCE	1,272.88
<u>INVOICES TOTAL:</u>		<u>3,325.13</u>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASTROBLAST INC	SALT SPREADER MAINTENANCE	1,052.00
1 LITGEN CONCRETE CUTTING & CORING CO	CONCRETE CUTTING SERVICES	1,375.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	28.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	28.00
<u>INVOICES TOTAL:</u>		<u>2,483.00</u>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL REPAIRS	391.42
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,098.72
<u>INVOICES TOTAL:</u>		<u>1,490.14</u>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	1,093.75
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	2,393.75
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/JULY 2023	875.00
1 UNO MAS LANDSCAPING	LANDSCAPE MAINTENANCE SERVICES	4,885.00
<u>INVOICES TOTAL:</u>		<u>9,247.50</u>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALTA CONSTRUCTION EQUIPMENT	MAINTENANCE SUPPLIES	48.18
1 EMANUEL ANALITIS	SIDEWALK & CURB REPLACEMENT	1,655.14
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,967.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,967.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,333.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,326.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,771.25
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	294.75
1 DAVID RIVAS	SIDEWALK & CURB REPLACEMENT	1,875.57
1 JAROSLAW SOJKA	PUBLIC SIDEWALK REPLACEMENT	1,022.40
1 WELCH BROS INC	MAINTENANCE SUPPLIES	625.00
1 WELCH BROS INC	REBAR	325.00
1 WELCH BROS INC	WOOD STAKES	147.20
1 WELCH BROS INC	REBAR/SUPPLIES	185.40
1 WELCH BROS INC	MAINTENANCE SUPPLIES	375.00
1 WELCH BROS INC	CREDIT - RETURN	-2,366.22
1 WELCH BROS INC	MAINTENANCE SUPPLIES	422.00
<u>INVOICES TOTAL:</u>		<u>16,973.67</u>

\*\* Indicates pre-issue check.

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**527140-TREE TRIMMING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TESKA ASSOCIATES INC	DEPOT MUSEUM STREETSCAPE PLAN	2,250.00
<b>INVOICES TOTAL:</b>		<b>2,250.00</b>

**527160-STREET SWEEPING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LRS LLC	STREET SWEEPING SERVICES	10,100.00
<b>INVOICES TOTAL:</b>		<b>10,100.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLIFLOWER INC - BALTIMORE	MATERIALS & SUPPLIES	13.82
** 1 ELAN FINANCIAL SERVICES	STAMP PURCHASE	57.24
1 GRAINGER	BATTERIES	32.92
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	59.17
1 WAREHOUSE DIRECT	PAPER TOWELS	7.46
1 WAREHOUSE DIRECT	COFFEE/CREAMER/KLEENEX	31.81
1 WAREHOUSE DIRECT	TRASH BAGS/MOTRIN	15.86
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	295.64
<b>INVOICES TOTAL:</b>		<b>513.92</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	428.87
<b>INVOICES TOTAL:</b>		<b>428.87</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY GEAR	678.50
<b>INVOICES TOTAL:</b>		<b>678.50</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	HAND SOAP/OFFICE SUPPLIES	44.33
<b>INVOICES TOTAL:</b>		<b>44.33</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	AIR FILTER	20.98
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	47.70
1 CAROL STREAM LAWN & POWER	CREDIT - RETURN	-18.90
** 1 ELAN FINANCIAL SERVICES	MAINTENANCE SUPPLIES	289.26
1 HAWK FORD OF ST CHARLES	MAINTENANCE SUPPLIES	90.51
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	559.80
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	21.52

\*\* Indicates pre-issue check.

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1 MONROE TRUCK EQUIPMENT INC	MAINTENANCE SUPPLIES	155.18
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	144.24
	<b>INVOICES TOTAL:</b>	<b>1,310.29</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	STREET SIGN MATERIALS	2,115.89
1 3M COMPANY	STREET SIGN MATERIALS	8.48
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	2,481.86
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	210.38
1 GRIMCO INC	STREET SIGN MATERIALS	306.39
1 TRAFFIC CONTROL & PROTECTION INC	STREET SIGN MATERIALS	1,064.00
1 WELCH BROS INC	GRAVEL PURCHASE	707.00
	<b>INVOICES TOTAL:</b>	<b>6,894.00</b>

**534800-STREET LIGHTS MAINT MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMPERAGE ELECTRICAL SUPPLY INC	MAINTENANCE SUPPLIES	581.09
1 GRAINGER	FUSE HOLDERS	416.40
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	440.41
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	122.65
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	1,295.52
	<b>INVOICES TOTAL:</b>	<b>2,856.07</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA WORKSHOP REGISTRATION	280.00
	<b>INVOICES TOTAL:</b>	<b>280.00</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY STORMWATER MANAGEME	MUNGER RD CULVERT REPLACEMENT	324.00
1 KANE DUPAGE SOIL & WATER	PLAN REVIEW FEE	2,615.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	1,136.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	180.00
1 WELCH BROS INC	PVC PIPE/SUPPLIES	1,390.67
1 WELCH BROS INC	MAINTENANCE SUPPLIES	50.58
	<b>INVOICES TOTAL:</b>	<b>5,696.25</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - APRIL 2023	142.34
** 1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	15.00
	<b>INVOICES TOTAL:</b>	<b>157.34</b>

**2200-MFT EXPENDITURES**

\*\* Indicates pre-issue check.

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**583005-MFT MAINTENANCE PROGRAM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HARD ROCK CONCRETE CUTTERS INC	SIDEWALK CUTTING SERVICES	89,182.85
<b>INVOICES TOTAL:</b>		<b>89,182.85</b>

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/JULY 2023	1,562.00
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	36.89
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
1 GS SYSTEMS INC	SOFTWARE SUPPORT AGREEMENT	800.00
1 M.E. SIMPSON CO INC	METER TESTING SERVICES	2,450.00
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	12,441.08
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
<b>INVOICES TOTAL:</b>		<b>19,595.30</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	422.22
<b>INVOICES TOTAL:</b>		<b>422.22</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	1,691.50
<b>INVOICES TOTAL:</b>		<b>1,691.50</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAXTER & WOODMAN	SOURCE WATER PROTECTION PLAN	142.50
<b>INVOICES TOTAL:</b>		<b>142.50</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4,311.04
1 NEXAMP INC	ELECTRIC BILL	1,264.47
1 NICOR GAS	GAS BILL	51.58
1 NICOR GAS	GAS BILL	61.70
<b>INVOICES TOTAL:</b>		<b>5,688.79</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	104.51
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	53.53
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	89.24

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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INVOICES TOTAL: 247.28

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	GIFT CARDS FOR WATER SAMPLES	305.40
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	2,114.07
1 PORTER PIPE & SUPPLY	MATERIALS & SUPPLIES	385.89
1 WAREHOUSE DIRECT	PAPER TOWELS	7.47
1 WAREHOUSE DIRECT	COFFEE/CREAMER/KLEENEX	31.82
1 WAREHOUSE DIRECT	TRASH BAGS/MOTRIN	15.86
1 WELCH BROS INC	MATERIALS & SUPPLIES	420.00
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	1,223.00
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	936.20
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	2,573.45
<u>INVOICES TOTAL:</u>		<u>8,013.16</u>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	831.28
<u>INVOICES TOTAL:</u>		<u>831.28</u>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	663.33
<u>INVOICES TOTAL:</u>		<u>663.33</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	HAND SOAP/OFFICE SUPPLIES	44.33
<u>INVOICES TOTAL:</u>		<u>44.33</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	AUGUST BILLS POSTAGE	3,045.31
<u>INVOICES TOTAL:</u>		<u>3,045.31</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	21.52
1 STANDARD EQUIPMENT COMPANY	DIGGING PIPE	180.28
<u>INVOICES TOTAL:</u>		<u>201.80</u>

**534810-METER MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER SUPPLIES	12.00
1 WATER RESOURCES INC	WATER METERS	5,173.76

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 5,185.76

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - APRIL 2023	142.33
** 1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	15.00
		<u>INVOICES TOTAL: 157.33</u>

**500000-WATER FUND**

**121054-WATER/SEWER BILLING A/R**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARINA INVESTMENTS LLC	REFUND/WATER BILL OVERPAYMENT	140.43
1 JERRY BALOK	REFUND/WATER BILL OVERPAYMENT	745.38
		<u>INVOICES TOTAL: 885.81</u>

**121500-PREPAID EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	AUGUST BILLS POSTAGE	300.00
		<u>INVOICES TOTAL: 300.00</u>

**5090-WATER CAPITAL PROJECTS EXP**

**581041-HYDRANT PAINTING PROGRAM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MUSCAT PAINTING & DECORATING	HYDRANT SANDBLASTING/PAINTING	20,698.52
		<u>INVOICES TOTAL: 20,698.52</u>

**5100-SEWER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/JULY 2023	625.00
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
		<u>INVOICES TOTAL: 637.00</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	422.23
		<u>INVOICES TOTAL: 422.23</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	315.25
		<u>INVOICES TOTAL: 315.25</u>

\*\* Indicates pre-issue check.

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**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1.69
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	71.58
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	35,946.61
1 NEXAMP INC	ELECTRIC BILL	2,473.50
1 NICOR GAS	GAS BILL	109.12
1 NICOR GAS	GAS BILL	52.38
1 NICOR GAS	GAS BILL	54.44
1 NICOR GAS	GAS BILL	168.80
1 NICOR GAS	GAS BILL	166.66
1 NICOR GAS	GAS BILL	52.39
1 NICOR GAS	GAS BILL	53.74
1 NICOR GAS	GAS BILL	53.26
1 NICOR GAS	GAS BILL	197.27
1 NICOR GAS	GAS BILL	58.77
1 NICOR GAS	GAS BILL	54.06
1 NICOR GAS	GAS BILL	53.26
<b>INVOICES TOTAL:</b>		<b>39,567.53</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	VEHICLE MIRROR	47.78
<b>INVOICES TOTAL:</b>		<b>47.78</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALCO LTD	DEMINERALIZER	136.00
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	71.15
1 PRO CHEM INC	CLEANING SUPPLIES/NITRILE GLOVES	2,243.62
1 WAREHOUSE DIRECT	PAPER TOWELS	7.47
1 WAREHOUSE DIRECT	COFFEE/CREAMER/KLEENEX	31.82
1 WAREHOUSE DIRECT	TRASH BAGS/MOTRIN	15.86
<b>INVOICES TOTAL:</b>		<b>2,505.92</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	699.93
<b>INVOICES TOTAL:</b>		<b>699.93</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,455.80
1 HAWKINS INC	CHEMICAL SUPPLIES	7,525.99
1 HAWKINS INC	CHEMICAL SUPPLIES	4,884.60
1 HAWKINS INC	CHEMICAL SUPPLIES	30.00
1 HAWKINS INC	CHEMICAL SUPPLIES	3,191.80
1 HAWKINS INC	CHEMICAL SUPPLIES	8,628.11

\*\* Indicates pre-issue check.

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1 HAWKINS INC	CHEMICAL SUPPLIES	10,442.25
		<b>INVOICES TOTAL: 37,158.55</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	AUGUST BILLS POSTAGE	3,045.30
		<b>INVOICES TOTAL: 3,045.30</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLOW-TECHNICS INC	PUMP REPAIRS	895.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	21.52
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	500.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	43.73
		<b>INVOICES TOTAL: 1,460.25</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - APRIL 2023	142.33
** 1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	15.00
		<b>INVOICES TOTAL: 157.33</b>

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT 07/23	1,320.04
		<b>INVOICES TOTAL: 1,320.04</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582025-SANITARY SEWER EVALUATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PERFORMANCE PIPELINING INC	SANITARY SERVICE LINING PROJECT	28,080.00
		<b>INVOICES TOTAL: 28,080.00</b>

**582026-LIFT STATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TROTTER & ASSOCIATES INC	LIFT STATION REHAB PROJECT	904.50
		<b>INVOICES TOTAL: 904.50</b>

**582027-WWTP FACILITY IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	WRF - CONTRACT ADMIN	22,500.00
1 STRAND ASSOCIATES INC	WRF - START-UP & TRAINING	2,905.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF - RPR	24,332.76

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 49,737.76

**582028-DEVON EXCESS FLOW PLANT REHB**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	2,353.50
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	5,292.00
<u>INVOICES TOTAL:</u>		<u>7,645.50</u>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

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

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEXAMP INC	ELECTRIC BILL	582.20
1 NICOR GAS	GAS BILL	83.97
1 VERIZON WIRELESS	WIRELESS SERVICES	42.00
<u>INVOICES TOTAL:</u>		<u>708.17</u>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/JULY 2023	1,475.00
** 1 ELAN FINANCIAL SERVICES	METRA INTERNET SERVICE	67.35
<u>INVOICES TOTAL:</u>		<u>1,542.35</u>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE/GOLF CART GPS	139.95
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	53.41
1 JENSEN'S PLUMBING & HEATING INC	HVAC EQUIPMENT MAINTENANCE	679.58
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - APRIL 2023	288.35
1 ROSCOE CO	MATS	311.10
<u>INVOICES TOTAL:</u>		<u>1,472.39</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	394.70
1 NEXAMP INC	ELECTRIC BILL	28.83
1 NICOR GAS	GAS BILL	431.29
<u>INVOICES TOTAL:</u>		<u>854.82</u>

\*\* Indicates pre-issue check.

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**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	90.66
<b>INVOICES TOTAL:</b>		<b>90.66</b>

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	124.35
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	238.95
<b>INVOICES TOTAL:</b>		<b>363.30</b>

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	65.23
1 NICOR GAS	GAS BILL	143.76
<b>INVOICES TOTAL:</b>		<b>208.99</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	7,530.89
1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	170.00
<b>INVOICES TOTAL:</b>		<b>7,700.89</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	28.13
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	167.86
<b>INVOICES TOTAL:</b>		<b>195.99</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	VACUUM BAGS/SUPPLIES	89.12
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	31.48
1 SIMPLOT TURF & HORTICULTURE	GRASS SEED BLEND	854.00
<b>INVOICES TOTAL:</b>		<b>974.60</b>

**534700-TREE MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	TREE STUMP GRINDING FEES	1,700.00
<b>INVOICES TOTAL:</b>		<b>1,700.00</b>

**572000-BUILDING & GROUNDS IMPROVMNTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRAL SOD FARMS INC	SOD PURCHASE	450.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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INVOICES TOTAL:	450.00
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**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	64.00
1 JENSEN'S PLUMBING & HEATING INC	HVAC EQUIPMENT MAINTENANCE	679.58
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - APRIL 2023	38.32
1 SYSCO CHICAGO INC	ECOLAB DISH LEASE - MAY 2023	90.00
1 SYSCO CHICAGO INC	ECOLAB DISH LEASE - JUNE 2023	90.00
INVOICES TOTAL:		961.90

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	71.88
INVOICES TOTAL:		71.88

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	133.08
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	60.28
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	90.66
INVOICES TOTAL:		284.02

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A J MAKA DISTRIBUTING LLC	BEER PURCHASE	176.39
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	800.00
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	200.00
1 EUCLID BEVERAGE LLC	CREDIT - RETURN	-185.40
1 EUCLID BEVERAGE LLC	BEER PURCHASE	400.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	750.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	800.00
1 GRECO AND SONS INC	FOOD PURCHASE	490.45
1 GRECO AND SONS INC	FOOD PURCHASE	100.00
1 GRECO AND SONS INC	FOOD PURCHASE	75.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	80.62
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	83.11
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	182.69
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	639.92
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	125.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	400.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	136.25
INVOICES TOTAL:		5,254.03

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	45.00
<b>INVOICES TOTAL:</b>		<b>45.00</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALSCO	LINEN SERVICES	138.00
1 ALSCO	LINEN SERVICES	170.78
1 ALSCO	LINEN SERVICES	465.62
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	61.00
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	61.92
1 JENSEN'S PLUMBING & HEATING INC	HVAC EQUIPMENT MAINTENANCE	679.59
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - APRIL 2023	38.33
1 SYSCO CHICAGO INC	ECOLAB DISH LEASE - MAY 2023	90.00
1 SYSCO CHICAGO INC	ECOLAB DISH LEASE - JUNE 2023	90.00
<b>INVOICES TOTAL:</b>		<b>1,815.24</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	71.88
<b>INVOICES TOTAL:</b>		<b>71.88</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	135.50
1 MLA WHOLESALE INC	FLOWERS	35.50
1 MLA WHOLESALE INC	FLOWERS	226.15
** 1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	30.00
1 SYSCO CHICAGO INC	KITCHEN SUPPLIES	19.57
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	90.66
<b>INVOICES TOTAL:</b>		<b>537.38</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	APPOINTMENT BOOKS	46.40
<b>INVOICES TOTAL:</b>		<b>46.40</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	312.99
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	705.70
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	200.00

\*\* Indicates pre-issue check.

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1 EUCLID BEVERAGE LLC	BEER PURCHASE	313.84
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	283.60
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	2,443.19
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	1,914.44
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	20.80
1 GRECO AND SONS INC	FOOD PURCHASE	300.00
1 GRECO AND SONS INC	FOOD PURCHASE	44.91
1 GRECO AND SONS INC	FOOD PURCHASE	208.59
1 GRECO AND SONS INC	FOOD PURCHASE	671.05
1 GRECO AND SONS INC	FOOD PURCHASE	139.09
1 GRECO AND SONS INC	FOOD PURCHASE	158.79
1 GRECO AND SONS INC	FOOD PURCHASE	107.42
1 IL GIARDINO DEL DOLCE INC	CAKE PURCHASE	88.50
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	80.62
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	691.98
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	494.64
<b>INVOICES TOTAL:</b>		<b>9,180.15</b>

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	60.28
<b>INVOICES TOTAL:</b>		<b>60.28</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,400.00
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	352.13
1 EUCLID BEVERAGE LLC	BEER PURCHASE	278.74
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,500.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	100.00
1 GRECO AND SONS INC	FOOD PURCHASE	200.00
1 GRECO AND SONS INC	FOOD PURCHASE	647.00
1 GRECO AND SONS INC	FOOD PURCHASE	350.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	141.82
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	185.47
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	321.68
** 1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	206.85
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	93.75
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	308.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	136.25
<b>INVOICES TOTAL:</b>		<b>6,221.69</b>

**6000-CENTRAL SERVICES EXPENSES**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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 INVOICES DUE ON/BEFORE 8/15/2023

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	91.90
** 1 ELAN FINANCIAL SERVICES	GIS AUTOMATION/MDM FEES	137.30
1 GOGOVAPPS INC	ANNUAL GO-REQUEST SUBSCRIPTION	7,356.00
1 GOGOVAPPS INC	ANNUAL GO-NOTIFY SUBSCRIPTION	2,400.00
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
<b>INVOICES TOTAL:</b>		<b>12,484.20</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	180.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	280.00
1 LIONHEART CRITICAL POWER	EQUIPMENT MAINT/REPLACEMENT	4,514.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - APRIL 2023	3,864.00
<b>INVOICES TOTAL:</b>		<b>8,838.00</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLACK BOX NETWORK SERVICES	PHONE SYSTEM MAINT AGREEMENT	12,555.11
1 COMCAST	INTERNET SERVICE	228.40
1 VERIZON WIRELESS	WIRELESS SERVICES	410.11
<b>INVOICES TOTAL:</b>		<b>13,193.62</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEXAMP INC	ELECTRIC BILL	184.66
1 NICOR GAS	GAS BILL	169.26
1 NICOR GAS	GAS BILL	426.62
<b>INVOICES TOTAL:</b>		<b>780.54</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LABEL MAKER CARTRIDGES	52.38
1 AMAZON CAPITAL SERVICES INC	RETIREMENT PARTY SUPPLIES	201.34
** 1 ELAN FINANCIAL SERVICES	ANNIVERSARY/LUAU SUPPLIES	712.51
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	65.28
** 1 SAM'S CLUB	MATERIALS & SUPPLIES/DUES	485.81
1 WAREHOUSE DIRECT	PAPER TOWELS	153.78
<b>INVOICES TOTAL:</b>		<b>1,671.10</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	HARD DRIVE	279.99
<b>INVOICES TOTAL:</b>		<b>279.99</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 8/15/2023**

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 APPLE INC	IPAD REPLACEMENTS	4,032.00
1 APPLE INC	IPAD REPLACEMENTS	598.00
1 APPLE INC	IPAD REPLACEMENTS	9,990.00
** 1 ELAN FINANCIAL SERVICES	CLOUD SERVICES	1.62
<b>INVOICES TOTAL:</b>		<b>14,621.62</b>

**6100-VEHICLE REPLACEMENT EXPENSES**

**570170-POLICE VEH REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 MORROW BROTHERS FORD INC	FORD INTERCEPTOR UTILITY VEHICLE	41,975.00
<b>INVOICES TOTAL:</b>		<b>41,975.00</b>

**GRAND TOTAL: 1,016,127.18**

GENERAL FUND	550,369.16
MOTOR FUEL TAX FUND	89,182.85
WATER FUND	67,814.22
SEWER FUND	173,704.87
PARKING FUND	2,650.52
GOLF FUND	38,561.49
CENTRAL SERVICES FUND	51,869.07
VEHICLE REPLACEMENT FUND	41,975.00
<b>GRAND TOTAL</b>	<b>1,016,127.18</b>

\*\* Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT  
 CASH & INVESTMENT REPORT  
 FISCAL YEAR 2023/24 as of June 30, 2023

Fund	5/31/2023	Receipts	Disbursements	6/30/2023	Detail of Ending Balance			
					Cash	Investments	Net Assets/Liab.	
General	22,724,855	4,034,460	3,030,286	23,729,029	7,062,051	16,339,869	327,108	23,729,029
MFT	5,480,716	163,670	18,350	5,626,036	1,678,719	3,917,882	29,434	5,626,036
Debt Service	809,416	805,864	52,888	1,562,392	424,122	1,137,692	578	1,562,392
Capital Projects	5,232,051	19,579	0	5,251,630	11,825	5,239,580	225	5,251,630
Municipal Building	3,196,682	8,262	0	3,204,944	794,293	2,130,662	279,989	3,204,944
Developer Deposits	2,470,260	18,236	0	2,488,496	0	4,272,845	(1,784,350)	2,488,496
59 & Lake TIF	(2,564,078)	0	0	(2,564,078)	330,689	887,061	(3,781,828)	(2,564,078)
BC Municipal TIF	1,540,312	404,524	141,382	1,803,454	497,544	1,334,643	(28,734)	1,803,454
Bluff City TIF Municipal	247,518	46,690	0	294,208	79,894	214,314	0	294,208
Water	8,523,751	1,088,706	289,195	9,323,262	2,357,951	6,324,847	640,464	9,323,262
Sewer	24,965,638	2,107,513	1,910,869	25,162,281	939,311	2,519,398	21,703,572	25,162,281
Parking	(210,826)	5,434	6,100	(211,492)	0	0	(211,492)	(211,492)
Golf	(398,023)	407,980	353,834	(343,878)	0	0	(343,878)	(343,878)
Central Services	825,183	132,451	201,382	756,251	187,156	502,039	67,056	756,251
Vehicle Replacement	4,427,868	63,223	167,900	4,323,191	548,739	1,471,972	2,302,480	4,323,191
<b>TOTALS</b>	<b>77,271,321</b>	<b>9,306,590</b>	<b>6,172,185</b>	<b>80,405,726</b>	<b>14,912,295</b>	<b>46,292,804</b>	<b>19,200,627</b>	<b>80,405,726</b>

BC Project TIF	4,775,903	2,831,730	15,300	7,592,333	0	0	7,592,333	7,592,333
Bluff City Project TIF	30,704	720,590	0	751,293	204,019	547,274	0	751,293
Bluff City SSA Debt Srv.	443,135	1,832	0	444,967	0	0	444,967	444,967
Police Pension	55,122,415	2,436,936	264,117	57,295,234	1,896,630	55,398,344	260	57,295,234



Todd Dowden  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
FISCAL YEAR 2023/24 as of June 30, 2023

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	6,581,491	30,412,215	21.64%	6,001,031	30,493,039	19.68%
MFT	317,963	2,035,000	15.62%	18,350	2,725,000	0.67%
Debt Service	932,752	3,032,126	30.76%	352,953	2,970,906	11.88%
Capital Projects	41,364	150,000	27.58%	0	1,551,000	0.00%
Municipal Building	63,586	90,000	70.65%	0	890,000	0.00%
Developer Deposits	36,710	260,000	14.12%	0	0	0.00%
Bluff City SSA	3,791	998,450	0.38%	31,675	986,450	3.21%
59 & Lake TIF	0	150,000	0.00%	0	215,000	0.00%
Bluff City Municipal TIF	48,189	76,500	62.99%	0	105,000	0.00%
Bluff City Project TIF	739,835	2,335,000	31.68%	0	2,335,000	0.00%
Brewster Creek Municipal TIF	485,170	1,015,344	47.78%	158,167	2,610,000	6.06%
Brewster Creek Project TIF	3,383,906	9,104,579	37.17%	15,300	13,433,000	0.11%
Water	2,110,688	13,211,000	15.98%	923,899	13,965,148	6.62%
Sewer	2,774,569	25,220,000	11.00%	2,252,465	31,829,419	7.08%
Parking	10,980	60,000	18.30%	10,848	168,076	6.45%
Golf	755,809	4,620,500	16.36%	510,050	4,610,060	11.06%
Central Services	259,730	1,526,151	17.02%	363,001	1,727,781	21.01%
Vehicle Replacement	122,741	729,242	16.83%	167,900	1,400,000	11.99%
Police Pension	1,907,969	6,679,296	28.57%	539,935	3,518,433	15.35%
Subtotal	20,577,242	101,705,403	20.23%	11,345,573	115,533,312	9.82%
Less Interfund Transfers	(1,153,766)	(5,107,286)	22.59%	(1,153,766)	(5,107,286)	22.59%
Total	19,423,476	96,598,117	20.11%	10,191,807	110,426,026	9.23%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2023/24 as of June 30, 2023

Fund	Actual	Current Year		Percent	Prior YTD %
		Budget	Budget		
Property Taxes	3,699,763	12,396,362		29.85%	32.29%
Sales Taxes (General Fund)	564,250	4,050,000		13.93%	14.79%
Income Taxes	1,452,443	6,400,000		22.69%	31.26%
Telecommunications Tax	64,652	410,000		15.77%	16.22%
Home Rule Sales Tax	425,877	2,600,000		16.38%	14.32%
Real Estate Transfer Tax	141,086	750,000		18.81%	22.42%
Use Tax	281,856	1,700,000		16.58%	16.97%
Building Permits	210,319	850,000		24.74%	30.43%
MFT	294,493	1,750,000		16.83%	16.79%
Water Charges	2,034,883	12,840,000		15.85%	15.71%
Sewer Charges	1,246,734	6,550,000		19.03%	17.45%
Interest Income	359,323	1,180,000		30.45%	288.13%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2023/24 as of June 30, 2023

Fund	Current Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	462,194	3,461,500	13.35%
Expenses	260,995	3,408,746	7.66%
Net Income	<u>201,199</u>	<u>52,754</u>	<u>381.39%</u>
<b>F&amp;B - Restaurant</b>			
Revenues	53,322	159,000	33.54%
Expenses	80,505	391,619	20.56%
Net Income	<u>(27,183)</u>	<u>(232,619)</u>	<u>11.69%</u>
<b>F&amp;B - Banquet</b>			
Revenues	172,431	830,000	20.77%
Expenses	145,371	727,445	19.98%
Net Income	<u>27,060</u>	<u>102,555</u>	<u>26.39%</u>
<b>F&amp;B - Midway</b>			
Revenues	67,862	170,000	39.92%
Expenses	23,179	82,250	28.18%
Net Income	<u>44,683</u>	<u>87,750</u>	<u>50.92%</u>
<b>Golf Fund Total</b>			
Revenues	755,809	4,620,500	16.36%
Expenses	510,050	4,610,060	11.06%
Net Income	<u>245,759</u>	<u>10,440</u>	<u>2354.01%</u>

Sales Taxes

Month	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
May	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859	255,956
June	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635	281,954	308,327
July	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678	303,057	
August	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161	
September	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874	334,152	
October	190,872	204,424	209,930	215,328	211,089	262,349	221,535	299,302	380,114	
November	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608	319,337	
December	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	316,040	
January	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	338,672	
February	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	335,097	
March	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	452,524	
April	141,054	149,630	167,837	180,413	170,866	193,930	211,072	247,260	281,334	
<b>Total</b>	<b>2,076,100</b>	<b>2,210,232</b>	<b>2,352,909</b>	<b>2,440,227</b>	<b>2,401,729</b>	<b>2,532,977</b>	<b>2,468,994</b>	<b>3,464,989</b>	<b>3,901,303</b>	<b>564,283</b>

% increase      -0.37%      6.46%      6.46%      3.71%      -1.58%      5.46%      -2.53%      40.34%      13.78%      9.35%

Budget      2,075,000      2,115,000      2,205,000      2,400,000      2,425,000      2,460,000      2,575,000      3,400,000      3,400,000      4,050,000

Return Back

Warrant/EFT#: EF 0012723

<b>Fiscal Year</b>	2023	<b>Issue Date</b>	06/07/23	
<b>Warrant Total</b>	\$308,326.66	<b>Warrant Status</b>		
<b>Agency</b>	<b>Contract</b>	<b>Invoice</b>	<b>Voucher</b>	<b>Agency Amount</b>
492 - REVENUE		A2443568	3A2443568	\$308,326.66

## IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$308,326.66	DISTRIBUTE MUNI/CNTY SALES TAX

## Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 06/07/2023
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: MAR. 2023 COLL MO: APR. 2023 VCHR MO: JUN. 2023
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

MOTOR FUEL TAX

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
May	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706	148,455
June	80,212	58,408	58,737	72,645	79,592	76,204	99,562	138,322	143,599	154,189
July	89,915	103,948	94,278	95,252	93,416	95,250	121,837	137,127	140,615	
August	61,056	100,154	89,533	89,970	90,079	137,033	142,172	148,687	135,008	
September	83,006	67,441	79,032	79,527	75,247	148,846	132,059	142,475	146,887	
October	89,337	87,626	91,489	91,053	98,725	136,575	130,305	131,236	139,533	
November	90,552	101,486	93,216	92,796	92,950	153,788	131,647	144,611	140,270	
December	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239	160,435	
January	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177	128,618	
February	74,031	90,531	88,502	80,765	81,313	126,802	112,605	96,768	131,699	
March	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179	127,842	
April	95,841	93,782	90,224	94,326	91,212	122,218	135,751	138,279	146,038	
Subtotal	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	1,679,249	302,644
Plus:										
High Growth	37,682	37,743	37,801	37,266	36,909	9,192	89,348	61,771	-	37,987
Jobs Now	359,592									
Rebuild Illinois										
Total	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	452,628	2,131,877
Budget	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000	1,750,000
Annual Inc in \$										
only MFT Allocations	-0.73%	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	2.22%	7.38%



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Municipality Report

July 5, 2023

Bartlett

## MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR JUNE, 2023

Beginning Unobligated Balance		<b>\$7,487,219.89</b>
Motor Fuel Tax Fund Allotment	\$82,130.78	
MFT Transportation Renewal Fund Allotment	\$72,058.57	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$154,189.35</b>
Plus Credits Processed		\$37,987.42
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$7,679,396.66</b>

### **PROCESSED TRANSACTIONS:**

#### CREDITS:

Date	Section	Category	Memo	Amount
6/28/2023		Supplemental Allotment	FY2023 High Growth Cities	\$37,987.42
			<b>TOTAL</b>	<b>\$37,987.42</b>

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

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

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Total Difference
May	622,835	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763	988,791	
June	231,987	306,761	268,673	285,636	261,088	258,429	257,341	608,397	383,282	463,652	
July	383,947	432,821	383,442	377,861	353,016	386,474	408,647	545,787	647,045		
August	223,978	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265		
September	219,026	239,229	243,902	212,997	252,907	245,191	316,571	323,647	362,169		
October	390,808	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057		
November	263,481	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871		
December	198,121	216,813	219,162	214,871	234,648	269,799	274,242	314,565	376,725		
January	335,683	406,804	354,337	313,145	341,897	377,110	436,922	560,065	611,766		
February	500,840	445,170	409,813	453,275	411,330	388,526	461,926	698,349	604,890		
March	218,490	257,723	214,499	227,873	247,673	288,908	318,357	302,694	358,254		
April	446,490	398,780	413,655	349,908	397,816	424,333	507,617	646,664	576,594		
<b>Total</b>	<b>4,035,686</b>	<b>4,391,638</b>	<b>3,895,179</b>	<b>3,736,819</b>	<b>4,000,843</b>	<b>4,466,301</b>	<b>4,723,974</b>	<b>5,925,343</b>	<b>6,641,682</b>	<b>1,452,443</b>	
<b>LGDF @ 10%</b>	<b>6,240,385</b>	<b>5,489,548</b>	<b>4,868,974</b>	<b>6,145,469</b>	<b>7,037,087</b>	<b>7,767,480</b>	<b>7,855,193</b>	<b>9,777,794</b>	<b>10,844,504</b>	<b>2,357,862</b>	
<b>DIFFERENCE</b>	<b>(2,204,699)</b>	<b>(1,097,910)</b>	<b>(973,795)</b>	<b>(2,408,650)</b>	<b>(3,036,244)</b>	<b>(3,301,179)</b>	<b>(3,131,219)</b>	<b>(3,852,451)</b>	<b>(4,202,823)</b>	<b>(905,419)</b>	<b>(34,240,151)</b>

**LGDF Effective % Rate Changes**

- 7/1/2010 - 10% to 6%
- 2/1/2015 - 6% to 8%
- 8/1/2017 - 8% to 5.45%
- 7/1/2018 - 5.45% to 5.75%
- 7/1/2020 - 5.75% to 6.06%
- 8/1/2022 - 6.06% to 6.16%
- 7/1/2023 - 6.16% to 6.47%

## A PROCLAMATION RECOGNIZING POLICE K-9 DOG LUTHER'S RETIREMENT FROM THE VILLAGE OF BARTLETT

**WHEREAS**, Police K-9 Dog Luther joined the Bartlett Police Department as a basic service dog and in canine narcotic contraband detection in June of 2014 after completing the 380-hour training program through TOPS in Dog Training Corporation and the Northeast Multi-Regional Training; and

**WHEREAS**, for over 9 years of loyal and dedicated service, our esteemed Police K-9 Luther has exemplified the highest standards of duty and courage while serving the Village of Bartlett; and

**WHEREAS**, Police K-9 Luther served on the Northern Illinois Police Alarm System Mobile Field Force K-9 Team to provide member agencies with a rapid, organized, and disciplined response to civil disorder, crowd control, or other tactical situations; and

**WHEREAS**, Police K-9 Luther participated in various police and community presentations and special events; and

**WHEREAS**, Police K-9 Luther was credited with reuniting family members on numerous occasions after being deployed to search and locate missing or endangered individuals; and

**WHEREAS**, Police K-9 Luther was responsible for the successful apprehension of suspects wanted for residential burglary in 2016, a suspect wanted for burglary in 2016, a suspect in a retail theft/resisting arrest incident in 2016, a suspect wanted for kidnapping with a firearm in 2018, and a suspect wanted for resisting arrest, as well as on an outstanding warrant for domestic battery in 2022; and

**WHEREAS**, Police K-9 Luther was responsible for locating and the recovery of firearms used in the commission of various crimes, as well as over 600 grams of cannabis, cocaine, and other illegal controlled substances; and

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our sincere gratitude to Police K-9 Luther for his 9 years of service to the Bartlett community. As he transitions into retirement, we extend our heartfelt wishes for a joyous and well-deserved life of relaxation, comfort, and companionship with his handler, Officer Michael W. Kmiecik, and his family.

Dated this 15th Day of August 2023



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Kevin Wallace, Village President

## **A PROCLAMATION RECOGNIZING POLICE OFFICER MICHAEL W. KMIECIK UPON HIS RETIREMENT FROM THE VILLAGE OF BARTLETT**

**WHEREAS**, Officer Michael Kmiecik was sworn in as a Bartlett Police Officer on July 9, 1999; and

**WHEREAS**, for over 24 years of dedicated service, Michael served in many different capacities for the police department including Patrol Officer, Traffic Unit Officer, Crime Prevention Officer, D.A.R.E. Officer, Juvenile Officer, Mobile Field Force Lieutenant, and Round Table Team member; and

**WHEREAS**, for the past 19 years, Michael served as a Police K-9 handler for Brewster and Luther, who apprehended three burglary suspects in 2006, an armed robbery suspect in 2007, a homicide suspect in 2008, two attempted homicide suspects in 2010, three arson suspects in 2011, two burglary suspects in 2012, two armed robbery suspects in 2013, a residential burglary suspect in 2016, and a kidnapping with firearm suspect in 2018; and

**WHEREAS**, Michael served as an in-house use of force and range training instructor, during which time he served a critical role in the training and mentoring of our police officers and helped establish several of the certified training programs within the police department after the SAFE-T Act was implemented in 2020; and

**WHEREAS**, Michael helped plan and organize the Village of Bartlett's 1st place National Night Out celebration in 2004; and

**WHEREAS**, the Village is forever proud of Michael's many accolades and awards during his career which include the 2011 Police Officer of the Year, Cook County Sheriff's Merit Award, two Meritorious Service Awards, 2014 Life Saving Award, five Unit Citations, ten Employee of the Month Awards, and a Certificate of Commendation;

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our sincere gratitude to Officer Michael Kmiecik for his more than 24 years of service to the Bartlett community. His extraordinary service and dedication to the police department and the Village of Bartlett has positively impacted many lives throughout his career and we wish you a retirement filled with good health and much happiness.

Dated this 15th Day of August 2023



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Kevin Wallace, Village President



## ECONOMIC DEVELOPMENT MEMORANDUM

**DATE:** August 4, 2023  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Tony Fradin, Economic Development Coordinator 27  
**RE:** Savoury Restaurant BEDA Application

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**APPLICANT:** Gap Sparta Food Service dba Savoury Restaurant and Pancake Café

**BACKGROUND:** This BEDA application is from Despina Kotrotsos, owner/operator of Savoury Restaurant and Pancake Café, located at 782 W. Bartlett Road in the Westgate Commons shopping plaza.

Savoury has been in business for sixteen years and is widely considered one of the best breakfast and lunch restaurants in the area. It is a family-run business.

The applicant, Despina Kotrotsos, has been planning a renovation in order to better serve customers and increase seating capacity for the past several years and has met with staff to discuss it on multiple occasions.

There will be four additional tables and two high-tops added in the interior, totaling seating for more than twenty additional diners. Combined with the additional outdoor seating, not only can Savoury handle more customers with less waiting time, but the restaurant's private party business can expand.

Ms. Kotrotsos indicated that she intends to hire additional staff in support of this expansion.

We anticipate that this year's project should help Savoury continue succeeding for years to come.

### **BEDA APPLICATION:**

The attached application details \$97,387 of improvements, however there are several that are not considered BEDA eligible.

Those that are eligible build-out related improvements include interior demolition, framing, electric, drywall, paneling, cabinets, countertops, and new butcher block tables with the work being done by Greenline Construction of Addison. Those expenditures amount to \$49,586 of eligible expenses.

Indoor and outdoor seating will be added and replaced at a total cost of \$14,536. Outdoor seating is encouraged and is an eligible BEDA expense, amounting to \$4,930.55 and includes 32 additional seats, four 32" x 32" tables, eight 31.5" black square metal tables, and five 9 ft. square wood market umbrellas.

The new business sign will cost \$5,270.40 (permit fee not eligible).

Altogether, the applicant has submitted estimates of \$59,786.95 worth of BEDA-eligible improvements.

A letter of support from the property owner is included.

**RECOMMENDATION:**

Staff recommended a matching fifty percent BEDA grant in the amount of **\$29,893.48** to the EDC prior to the BEDA program guidelines being updated to exclude movable outdoor dining fixtures from the list of eligible costs.

We recommend the maximum percentage due to the applicant's track record of long-term success and dedication to running one of the premier breakfast and lunch venues in the area.

Please note that this BEDA application has been in the works for the past two years, thus was being considered under the original program terms with respect to outdoor seating.

**JUNE 12 ECONOMIC DEVELOPMENT COMMISSION MEETING:**

The BEDA request from Savoury Restaurant was presented to the Economic Development Commission at its June 12<sup>th</sup> meeting.

Ms. Kotrotsos explained that a total of 40 additional seats would be added as a result of this interior and exterior expansion – 20 inside and 20 outside. This would also necessitate the hiring of six more servers, two more busboys, so at least six to ten additional part-time or full-time employees.

She also added that she has recently signed a five-year lease extension with two options, so essentially 15 years.

Following its discussion, the EDC recommended in favor of a **\$29,893.48** BEDA grant for the petitioner's improvements to Savoury Restaurant and Pancake Café.

**JULY 18<sup>TH</sup> COMMITTEE OF THE WHOLE MEETING:**

The Committee of the Whole reviewed Savoury's BEDA application, all supporting documents, and the EDC meeting minutes at its July 18<sup>th</sup> meeting, at which time the Committee forwarded it to the Village Board for a final vote.

**MOTION:**

I move to approve Gap Sparta Food Service's (dba Savoury Restaurant and Pancake Café) BEDA grant in the amount of **\$29,893.48**, to be paid after all work is completed to current applicable Codes and proof of payments are submitted.

**Village of Bartlett Economic Development Assistance Application**

**Applicant Information:**

Applicant(s) Name: GAP SPARTA FOOD SERVICE / SAVOURY RESTAURANT

Applicant(s) Address: 782 W. Bartlett Rd

E-Mail Address: SAVOURYDUS@gmail.com

Primary Contact for Project: Despina Kotrotsos

Cell Phone Number and/or Home Number: 630-

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

Number of Years in Business: 16 Number of Years in Bartlett: 16

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

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

**Property Information:**

Project Property Location/Address: 782 W. Bartlett Rd

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

Other  (explain)

Number of Businesses on Site: 2

Names of Other Businesses on Site: American Family Insurance

Size of Building (dimensions or total square feet) 7,000 sq. ft

Stories in building: 1 Parking spaces on property:         

Last Real Estate Taxes Paid: \$ 75,915

Property Tax Index Number(s) (PIN): 06-34-109-006-1008

County: Cook  DuPage  Kane

**Project Information:**

Total Anticipated Project Cost: \$         

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

attached

If approved, estimated project completion date: August 2023

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

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



**Application Statement (Read and Sign Below)**

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

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

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

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

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

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

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

*[Handwritten Signature]*

Applicant Signature

*4/28/23*

Date



**Return this completed application with attachments to:**

**Tony Fradin, Economic Development Coordinator**

**Village of Bartlett**

**228 S. Main Street**

**Bartlett, IL 60103**

## BEDA PROGRAM APPLICATION ADDENDUM:

Name: Despina Kotrotsos Date: 7/6/23 Business: Savoury

*I acknowledge that the project is to be completed within 12 months, and that an extension request must be made in writing by the applicant and presented for approval to the Grant Administrator, EDC, or Village Board if necessary.*

Signature: N. Kotrotsos Date: 7/6/23

*I acknowledge acknowledges that if the final costs come in less than what was estimated to determine the reimbursement amount, then the grant amount would be reduced accordingly.*

Signature: N. Kotrotsos Date: 7/6/23

### FOR INTERNAL USE ONLY

- |  |                                      |                     |
|--|--------------------------------------|---------------------|
| 1. Applicant Completed Background Check:                       | Y/N                                  | Initials: _____     |
| 2. Applicant Signed Clawback Agreement:                        | Y/N                                  | Initials: _____     |
| 3. Applicant is current on all payments to the village:        | <input checked="" type="radio"/> Y/N | Initials: <u>MC</u> |
| 4. Applicant has a valid Business License: BL #: <u>22-192</u> | <input checked="" type="radio"/> Y/N | Initials: <u>ES</u> |
| 5. Applicant has provided a copy of a lease (if renting)       | Y/N                                  | Initials: _____     |

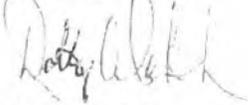


June 21, 2021

To Whom It May Concern,

We are writing to approve the projected renovations asking to be made by our tenants at Savoury Restaurant and Pancake Café on 782 West Bartlett Road. Besides various wear and tear updates and décor changes, the tenants have not made any renovations to their Bartlett location since 2007. There will be no mechanical or structural changes made to the building. The renovation will consist of cosmetic changes, including paint, drywall, tile, and wood refinishing. We are granting permission to the operators of the business on site to make any renovations and changes they see fit to enhance their business in Bartlett. Please let me know if you have any questions.

Thank you,



Dolly Walsh  
GMDJ Group  
PO Box 322  
Wayne, IL 60184



721 W Lake St., Suite 101  
Addison, IL 60101

630 632 5035

greenline@yahoo.com

2/8/23

Regarding:  
Savoury Restaurant & Pan  
782 W Bartlett Rd,  
Bartlett

Line #	Proposed Work	Notes	Amount
1	Demo	Remove Dividers in Dining Room to Accomodate for added Tables and Seating. Remove stone tile on walls and bar, Remove Hostess Stand, Remove coffee Bar wall shelving	\$3,705.94
2	Framing	Frame new closets for Storage and bus boy station. Frame new Hostess stand to Accomodate for added seating and waiting area. Frame in kitchen window	\$1,800.00
3	Electric	Replace all light fixtures in dining room. Replaces all Can light trims and install Led Bulbs Work to be done by EES. Includes new Light fixtures	\$9,375.00
4	Drywall/Durock	Install Drywall on walls where stone tile was removed, Plaster, tape and sand, Drywall, plaster , tape and sand kitchen window	\$2,560.00
5	Paneling/ Trim	Glue and Nail new Shiplap boards Over all existing wood paneling, Wrap and install New paneling and 1x4s around new Hostess Stand and shelving	\$17,275.00
6	Cabinets/Vanities	Install New 42" white Shaker Cabinets on Coffee Bar wall	\$3,905.00
7	Primer Paint	Sand and Prime all wood on booths, Sand and Prime all Chair rail trim, Caulk new ship lap, Paint all new and existing wood, Paint all walls and scrap and touch up any peeling ceiling paint. Sand, stain and poly 10 new tables to match existing	\$20,175.00
8	Countertop W/Sinks	Install New Mid-Grade quartz countertop on coffee bar and hostess Stand	\$4,800.00
9	Tables	Cut to size new table butcher block and Install 10 new butcher block tables on new table stands.	\$6,165.00
10	General Conditions	Site Cleanup, Deliver Charges, Garbage Haul Off, Insurance Etc.	\$7,645.13

All estimates are subject to change after 30 days. / We accept all major credit cards with a 3% Convenience fee. / Payments shall be made every 2 weeks based on work completed.

**Total Proposal**

**\$77,406.06**

Savoury Restaurant & P. Date

Steve Shake  
Greenline Construction Co.

Thank you for your business!

Financing Available!

Line #	Description	Indoor/Outdoor	Quantities	Price
	Lancaster Table & Seating 24" Square Bar Height Recycled Wood Butcher Block Table with Vintage Finish and Cast Iron Cross Base Plate	Indoor seating	Two (additional seating)	\$139.99 (each) \$279.98
	Lancaster Table & Seating Vintage Ladder Back Bar Height Chair with Black Padded Seat	Indoor seating	Six (additional seating)	\$104.99 (each) \$629.94
	Lancaster Table & Seating 30" Square Standard Height Recycled Wood Butcher Block Table with Vintage Finish and Cast Iron Cross Base Plate	Indoor seating	Four (additional seating)	\$174.99 (each) \$699.96
	Superior Seating Solid Beech Wood Cross-back Commercial Chair in Espresso	Indoor seating	80 (20 are additional seats)	\$99.95 (each) \$1,999.00 (for 20) \$7,996.00 (grand total)
	Lancaster Table & Seating Black Outdoor Arm Chair	Outdoor seating	32 (additional seats)	\$29.99 (each) \$959.68
	Lancaster Table & Seating 32" x 32" Black Powder-Coated Aluminum Bar Height Outdoor Table with Umbrella Hole and 4 Barstools	Outdoor seating	Four (additional seating)	\$529.00 (each) \$2116.00
	Mellie 31.5" Black Square Metal Indoor-Outdoor Table with Base	Outdoor seating	Eight (additional seating)	\$107.49 (each) \$859.92
	9 Ft. Square Wood Market Umbrella with Push Lift and Single Wind Vent	Outdoor seating	Five	\$198.99 (each) \$994.95
	New sign	Outdoor		Attached
				Grand total
				\$14,536.43



1245 Humbracht Circle, Suite C  
 Bartlett, IL 60103  
 (630) 289-7082

# ESTIMATE EST-9782

www.MarkYourSpaceInc.com

Payment Terms: Cash Customer

Created Date: 5/18/2023

**DESCRIPTION:** Exterior LED Sign - Channel Letters - UL Listed Parts - Installed.

**Bill To:** Savoury  
 782 W Bartlett Rd  
 Bartlett, IL 60103  
 US

**Installed:** Savoury  
 782 W Bartlett Rd  
 Bartlett, IL 60103  
 US

**Requested By:** Des .  
 Email: SavouryDes@gmail.com  
 Cell Phone: (630) 276-6201

**Salesperson:** Diana Cusumano

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Exterior LED Sign - Channel Letters (Overall 120.4" x 65.11") - Replacing "Savoury" above front entrance with New Logo and Name - UL Listed Parts - Installed	1	\$5,040.00	\$5,040.00
2	Permit Acquisition	1	\$175.00	\$175.00
3	Actual Permit Fees/Bonds/Licenses - TBD	1	\$0.00	\$0.00

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

<b>Subtotal:</b>	\$5,215.00
<b>Taxes:</b>	\$230.40
<b>Grand Total:</b>	\$5,445.40

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

Warranty includes 2 yrs Parts and Labor.

Power MUST be located within five (5) feet of the sign AND have easy access. Price is based on Mark Your Space, Inc. making electrical hook-up ONLY. Electrical connection MUST be in place at time of installation. TIMER FOR SIGN NOT INCLUDED.

If for any reason we are required to penetrate the roof or any part of the roof, the customer is solely responsible to have repairs/sealing done. We highly recommend using the company that installed the roof to ensure the roof warranty is maintained. We will do everything in our power to let you know of this need ahead of time, but this is not always possible.

Pricing assumes a single install visit. Authorized customer representatives MUST be present at the beginning and completion of installation to review the project scope prior to work and inspect/approve upon completion. Additional site visits to be charged @ \$250/hour PLUS travel.

Any sign(s) being removed will be disposed of unless another direction is provided in writing from the client 48 hours prior to removal.

Installation price to be adjusted IF the site conditions prevent easy access to the sign area OR are otherwise not found to be as described when the order is placed. Pricing includes installation during standard business hours unless stated otherwise. Standard hours are between 7:30am and 3pm CST.

Price EXCLUDES permit application, bonds and licensing fees and other out-of-pocket fees. DOES NOT INCLUDE ANY ENGINEERING OR ELECTRICAL DRAWINGS

PAYMENT TERMS 50% DEPOSIT; BALANCE DUE AT INSTALLATION.

Quote valid for 15 days.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client: Savoury  
 Address: 782 W. Bartlett Road, Bartlett, IL 60103

Project: Exterior Sign

Revision: 3  
 Date: 5/18/2023

**Measurements:**



**Proposed New "Savoury" Sign**

**"Restaurant & Pancake Cafe"**  
 312.25"W x 22.72"H  
 49.3 Sq. Ft

**Overall: 132.45"W x 71.64"H**  
 65.9 Sq. Ft.

**Logo: 34.04"W x 34.42"H**  
 8.14 Sq. Ft.

**Savoury: 120.4"W x 19.2"H**  
 16.06 Sq. Ft.

**Total: 24.2 Sq Ft.**

**Total of both signs: 73.5**



**Dimensions**

Allowance: 75 sq/ft of both signs  
 Overall Size: 120.4"W x 65.11"H  
 Logo: 34.04"W x 34.42"H  
 SAVOURY: 120.4"W x 19.2"H

**Location**

**Sign Description**

Sided: Single-Sided  
 Illumination: Internally Illuminated  
 Fabrication: Channel Letters  
 Return: 3" Black  
 Trim Cap: 1" Brown  
 Face Color: White  
 Raceway: Matthews #23446 Brick Red  
 Electric w/in 5ft: Yes  
 Site Modifications: No  
 Remove Existing: Yes - Only Savoury  
 LED Color: White  
 UL Listed Parts: Yes  
 Access to Rear: Yes

Notes:



**MARK YOUR SPACE**  
 1245 Humbrecht Circle, Unit C  
 Bartlett, IL 60103  
 (630) 289-7082

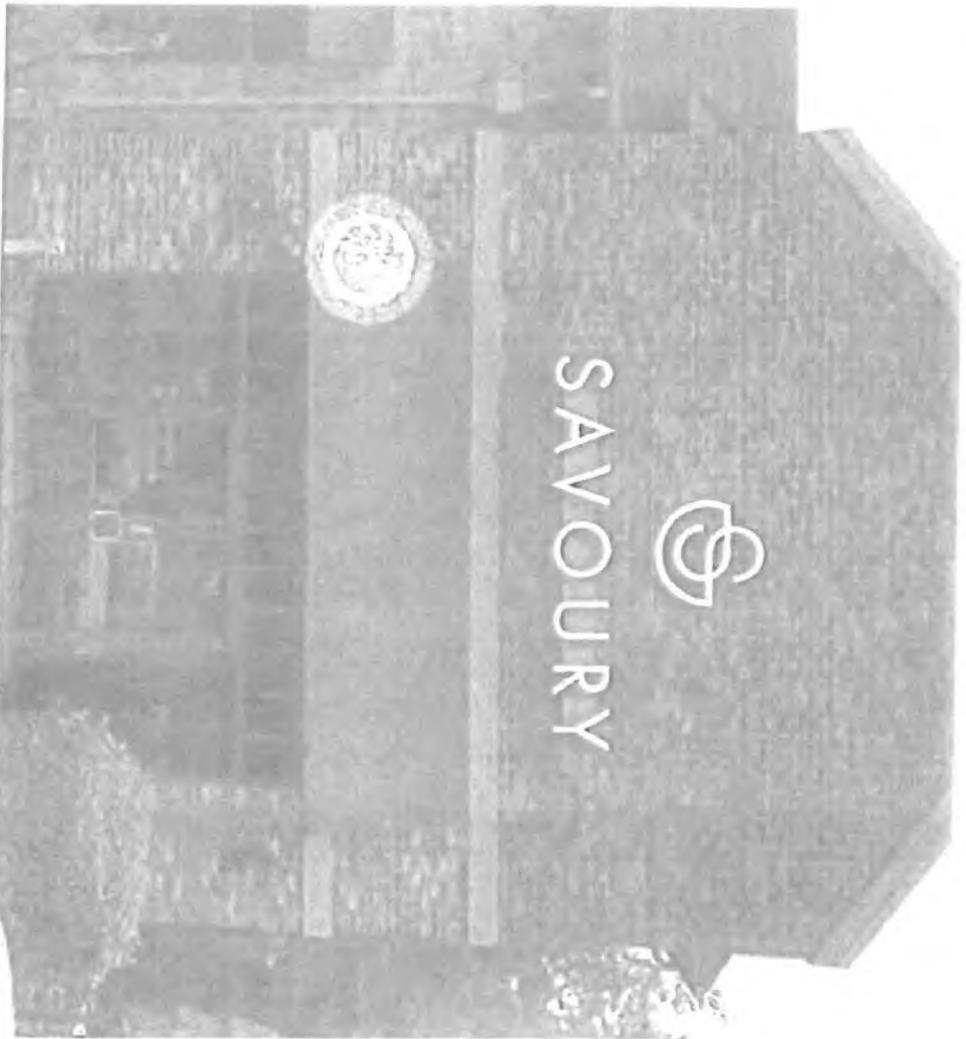
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Closely review the artwork above. With your approval, you are approving the artwork as shown, and it will be fabricated as such. Colors may vary. Color samples can be provided upon request. Additional fees may apply.

Client:	Savoury	Project:	Exterior Sign
Address:	782 W. Bartlett Road, Bartlett, IL 60103	Revision:	3
		Date:	5/18/2023

**Mockup:**



1) There is goose neck lighting in the way of the proposed sign. 2) May also want to consider white letters for visibility. 3) Need to check with landlord criteria, may require white letters. 4) Sign allowance available needs to be determined.



**Dimensions**

Allowance: 75 sq/ft of both signs  
 Overall Size: 120.4"W x 65.1"H  
 Logo: 34.04"W x 34.42"H  
 SAVOURY: 120.4"W x 19.2"H

**Location**

**Sign Description**

Sided: Single-Sided  
 Illumination: Internally Illuminated  
 Fabrication: Channel Letters  
 Return: 3" Black  
 Trim Cap: 1" Brown  
 Face Color: White  
 Raceway: Matthews #23446 Brick Red  
 Electric w/in 5ft: Yes  
 Site Modifications: No  
 Remove Existing: Yes - Only Savoury  
 LED Color: White  
 UL Listed Parts: Yes  
 Access to Rear: Yes  
 Notes: 1



**MARK YOUR SPACE**  
 1245 Humbracht Circle, Unit C  
 Bartlett, IL 60103  
 (630) 289-7082

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**FROM DRAFT OF JUNE 12, 2023 EDC MINUTES:**

**SAVOURY RESTAURANT BEDA APPLICATION**

Mr. Fradin stated that this BEDA application is from Despina Kotrotsos, owner/operator of Savoury Restaurant and Pancake Café, located at 782 W. Bartlett Road in the Westgate Commons shopping plaza.

Savoury has been in business for sixteen years and is widely considered one of the best breakfast and lunch restaurants in the area, and it is a family-run business.

The applicant, Despina Kotrotsos, has been planning a renovation in order to better serve customers and increase seating capacity for the past several years and has met with staff to discuss it on multiple occasions.

There will be four additional tables and two high-tops added in the interior, totaling seating for more than twenty additional diners. Combined with the additional outdoor seating, not only can Savoury handle more customers with less waiting time, but the restaurant's private party business can expand.

Ms. Kotrotsos indicated that she intends to hire additional staff in support of this expansion.

We anticipate that this year's project should help Savoury continue succeeding for years to come.

The attached application details \$97,387 of improvement; however, there are several that are not considered BEDA eligible.

Those that are eligible build-out related improvements include interior demolition, framing, electric, drywall, paneling, cabinets, countertops, and new butcher block tables with the work being done by Greenline Construction of Addison. Those expenditures amount to \$49,586 of eligible expenses.

Indoor and outdoor seating will be added and replaced at a total cost of \$14,536. Outdoor seating is encouraged and is an eligible BEDA expense, amounting to \$4,930.55 and includes 32 additional seats, four 32" x 32" tables, eight 31.5" black square metal tables, and five 9 ft. square wood market umbrellas.

The new business sign will cost \$5,270.40 (permit fee not eligible).

Altogether, the applicant has submitted estimates of \$59,786.95 worth of BEDA-eligible improvements.

A letter of support from the property owner is included.

Staff recommends a matching fifty percent BEDA grant in the amount of \$29,893.48. We recommend the maximum percentage due to the applicant's track record of long-term success and dedication to running one of the premier breakfast and lunch venues in the area.

Commissioner Perri asked how much additional staff you are expecting to hire.

Ms. Kotrotsos stated that with adding 20 inside and 20 outside, we will need 6 more servers, 2 more busboys, so at least 6-10 part time or full-time employees.

Commissioner Erickson asked if the outdoor patio space was shared with restaurant next door.

Ms. Kotrotsos stated that it used to be shared, and with Wee Dees changing their concept, we will take over the entire patio. The demand for outdoor seating is so high, that people will wait over an hour to sit outside when there are seats available inside.

Commissioner Erickson asked if it will be permanent seating.

Ms. Kotrotsos stated that it will be temporary so that we can take care of it in the winter and remove it, so that we can keep it in good condition for years to come.

Commissioner Gudenkauf asked if they were going to close for renovation.

Ms. Kotrotsos stated no, and that they will do it in sections.

Commissioner Lewensky asked how long their lease is.

Ms. Kotrotsos stated that they just signed a 5-year extension with 2 options, so essentially 15 years.

Commissioner Gorski asked for clarification on outdoor dining, as the recently presented changes stated that outdoor dining fixtures needed to be permanent.

Mr. Skrycki stated that Ms. Kotrotsos started the application process before those changes were presented, and the village board has also not yet voted on those changes. Staff thought it was important not to change things mid application for such an important business in town.

Ms. Kotrotsos added that the intention is that these tables will be there being used for the next 15 years, and having them be temporary will help that happen by being able to take care of them in the winter.

Commissioner Erickson stated that she believes that is fair to use the prior application in this situation.

Mr. Fradin added that there is also one more applicant waiting in the wings under the same situation.

Ms. Kotrotsos added that with the new housing coming in, that this will be well used and needed.

Commissioner Densford asked about the parking situation in the center.

Mr. Fradin stated that the shared parking for the center was approved for the entire center when it was built. Different types of businesses require different parking ratios, and with the conversion of an office space into what was Indian Express, that maxed out the parking ratio for the center. Unfortunately, with it being for the entire center, people sometimes may have to walk from across the parking lot to their desired business. He added that often parking issues are the sign of a good center, and in this case, they are often waiting to get into Savoury.

Commissioner Erickson added that as a business owner in the downtown, she believes some of the onus for parking is on the business, to make sure their staffs are not utilizing those prime spaces.

Ms. Kotrotsos agreed, stating that her staff parks in the back.

Commissioner Lewensky moved to recommend a matching fifty percent BEDA grant in the amount of \$29,893.48 to the village board. Seconded by Commissioner Gorski.

AYES: Commissioners Densford, Erickson, Gorski, Gudenkauf, Lewensky, Perri, Suffern

NAYS: None

MOTION CARRIED



# Agenda Item Executive Summary

Item Name MORE Brewing Sales Tax Incentive

Committee  
or Board Board

## BUDGET IMPACT

Amount: \$100,000 rebate

Budgeted

List what  
fund

## EXECUTIVE SUMMARY

In 2018 the village entered into an Agreement with MORE Brewing to bring the microbrewery and restaurant to downtown. The agreement stipulated to a sales tax rebate of 50% of the state sales tax attributable to sales at MORE Brewing.

The rebate amount is for a maximum of ten years or when the aggregate rebate equals \$100,000, whichever occurs first.

The Agreement for consideration outlines the terms of the sales tax agreement.

## ATTACHMENTS (PLEASE LIST)

Staff Memo, Resolution, Sales Tax Rebate Agreement between the Village of Bartlett and MORE Brewing

## ACTION REQUESTED

- Motion - I move to approve RESOLUTION 2023 - \_\_\_\_\_ A RESOLUTION APPROVING A SALES TAX REBATE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND JAYDEV BREW INC. D/B/ A MORE BREWING AND MORE DUSTY, LLC

Staff: Tony Fradin, E.D. Coordinator

Date: August 4, 2023

## ECONOMIC DEVELOPMENT MEMORANDUM

**DATE:** August 4, 2023  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Tony Fradin, Economic Development Coordinator 77  
**RE:** MORE Brewing Sales Tax Agreement

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### BACKGROUND:

In February of 2018, economic development staff began engaging with MORE Brewing to discuss expanding their microbrewery into the Village of Bartlett.

Over the next several years, staff provided information on various sites, water quality, demographics, and remained dedicated to attracting this highly successful microbrewery and restaurant to downtown.

The village eventually came to an Agreement to sell the former Lucky Jack's parcel, the +/- 7,380 SF corner of W. Railroad Avenue and S. Oak Avenue to MORE Dusty, LLC, dba MORE Brewing, in November of 2018 and later amended it in 2020.

### SALES TAX SHARING AGREEMENT:

The Agreement between the village and MORE Dusty, LLC, stipulated to establishing a sales tax rebate to MORE Brewing of 50% of the Village of Bartlett Retail Occupation Taxes actually received by the Village of Bartlett and attributable to sales by MORE Brewing for a ten-year period, or when the aggregate amount of the rebate equals \$100,000, whichever occurs first.

Section 5 A. from the MORE Brewing Sales Tax Rebate Agreement reads:

A. Provided the conditions precedent set forth in Section IV have been satisfied, or waived from and after the Commencement Date, the Village shall rebate to Jaydev Brew, Inc. d/b/a More Brewing Company fifty percent (50%) of the Sales Tax Revenue actually received by the Village with respect to sales made from the Leased Premises during the Municipal Sales Tax Period, with payment to be made semi-annually to Jaydev Brew, Inc. d/b/a More Brewing Company 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 Brew Pub Improvements, and terminates upon the sooner of the end of the Municipal Sales Tax Period, or full payment of the \$100,000 More Brewing Sales Tax Rebate.

This rebate is to commence on the date MORE Brewing Company begins operation of the brewer, brew pub or tavern on the Property from the 1% of sales the Village will receive from the Illinois Department of Revenue under the Retailer's Occupation Tax.

**FOR REFERENCE:**

The Village Board has demonstrated its pro-business policy and has attracted tens of millions of dollars' worth of private investment over the past several years by utilizing a variety of economic development tools including sales tax sharing agreements. Recent examples include sales tax rebate agreements with Culver's, the Bartlett Auto Mall, and Aldi.

**MOTION:**

I move to approve RESOLUTION 2023 - \_\_\_\_\_ A RESOLUTION APPROVING A SALES TAX REBATE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND JAYDEV BREW INC. D/B/A MORE BREWING AND MORE DUSTY, LLC

RESOLUTION 2023 - \_\_\_\_\_

**A RESOLUTION APPROVING A SALES TAX REBATE AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT AND JAYDEV BREW INC. D/B/A MORE  
BREWING AND MORE DUSTY, LLC**

---

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, pursuant to its home rule authority, as follows:

**SECTION ONE:** **APPROVAL.** The Agreement between the Village of Bartlett and Jaydev Brew, Inc. d/b/a More Brewing and More Dusty, LLC for the Provision of Financial Assistance in the Form of a Sales Tax Rebate (for More Brewing, 117-121 East Railroad Avenue, Bartlett, Illinois) (the "Agreement"), is hereby approved in substantially the form attached hereto as Exhibit A.

**SECTION TWO:** **FINDINGS.** The findings contained in Recital K of the Agreement are hereby incorporated herein as the findings of the Village Board of Trustees.

**SECTION THREE:** **AUTHORIZATION.** The Village President is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

ATTEST: \_\_\_\_\_  
Kevin Wallace, Village President

\_\_\_\_\_  
Lorna Giless, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - \_\_\_\_\_ enacted on August 15, 2023, and approved on August 15, 2023, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giless, Village Clerk

## **EXHIBIT A**

*Agreement between the Village of Bartlett and Jaydev Brew, Inc. d/b/a More Brewing and More Dusty, LLC for the Provision of Financial Assistance in the Form of a Sales Tax Rebate (for More Brewing, 117-121 East Railroad Avenue, Bartlett, Illinois).*

**AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT,  
JAYDEV BREW, INC. D/B/A MORE BREWING AND  
MORE DUSTY, LLC FOR THE PROVISION OF FINANCIAL  
ASSISTANCE IN THE FORM OF A SALES TAX REBATE  
(FOR MORE BREWING, 117-121 EAST RAILROAD AVENUE, BARTLETT, ILLINOIS)**

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This Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and among the VILLAGE OF BARTLETT, an Illinois municipal corporation of DuPage, Cook and Kane Counties, Illinois; JAYDEV BREW, INC. doing business under the assumed name More Brewing, an Illinois corporation; and MORE DUSTY, LLC an Illinois limited liability company.

**SECTION I. RECITALS**

A. More Dusty, LLC and the Village entered into a certain Real Estate Sale and Purchase Agreement dated November 23, 2018 (the "Real Estate Contract") whereby More Dusty, LLC agreed to purchase and the Village agreed to sell the vacant property commonly known as 117-121 East Railroad Avenue, Bartlett, Illinois, which is legally described on **Exhibit A** (also alternatively referred to herein as the "Property", the "Leased Premises", or the "Licensed Premises"), upon which More Dusty, LLC intended to construct a building and other improvements and lease to its affiliated corporation, Jaydev Brew, Inc. d/b/a More Brewing Company (hereinafter "JayDev") for the operation of a brew pub thereon.

B. The Real Estate Contract was subject to many contingencies, including without limitation, zoning approval for More Dusty, LLC's intended use (the "Zoning Approval Contingency"); the Village amending the Bartlett Liquor Control Ordinance to create a new liquor license classification for a brewery or brew pub; and the creation of such license and issuance thereof to JayDev (the "Brew Pub Liquor License Contingency"); and, to induce such development and use, the approval by the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") of an agreement establishing a local sales tax rebate of 50% of the Village of Bartlett's local sales tax rebate for a ten (10) year period or when the aggregate rebate equals \$100,000, whichever first occurs, beginning when JayDev begins operations (the "Village's Sales Tax Rebate Obligation").

C. On June 4, 2019, the Corporate Authorities passed Ordinance 2019-51 "AN ORDINANCE APPROVING A SITE PLAN, GRANTING SPECIAL USE PERMITS AND GRANTING VARIATIONS TO ALLOW A RESTAURANT AT 121 W. RAILROAD (MORE BREWING)", which the parties to the Real Estate Contract acknowledge satisfied the Zoning Approval Contingency.

D. On March 3, 2020, the Corporate Authorities passed Ordinance 2020-20 "AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, OF THE BARTLETT MUNICIPAL CODE TO ADD NEW SECTION 3-3-2-19: CLASS Q THERETO CREATING A NEW LIQUOR LICENSE CLASSIFICATION FOR A BREW PUB" and created one such Class Q liquor license, but did not then issue said license to JayDev, as the parties had not yet closed on the transaction and the new brew pub building was not yet built.

E. On July 21, 2020, the Corporate Authorities passed Ordinance 2020-61 "AN ORDINANCE APPROVING AN AMENDMENT TO THE REAL ESTATE SALE AND PURCHASE AGREEMENT BETWEEN MORE DUSTY, LLC AND THE VILLAGE OF

BARTLETT" ("Ordinance 2020-61"), which amendment the parties executed, and which provided that before entering a sales tax rebate, the transaction had to have closed; a building permit had to have issued; and construction of the new brew pub building and improvements on the Property had to have progressed to the point where framing was substantially completed; and the Bartlett Liquor Control Commissioner was to have issued a Class Q liquor license for a brew pub to Jaydev Brew, Inc., doing business under the assumed name More Brewing Company, but which new Class Q license would not become effective until the building for which the building permit issued be completed, an occupancy permit has been issued therefor, and all federal and state liquor licenses have been issued.

F. The real estate closing took place on August 14, 2020; a full building permit for the Project was issued by Bartlett Building Division Manager on October 11, 2022; the building being constructed thereon has been framed; and it is anticipated that on or about February 22, 2023, the Bartlett Liquor Control Commissioner issued a Class Q liquor license to Jaydev Brew, Inc. doing business under the assumed name More Brewing Company subject to the above contingences.

G. The parties desire to enter this Agreement to satisfy the Village's Sales Tax Rebate Obligation as amended by the parties.

H. 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.

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

J. 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.

K. 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 Property has 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) Jaydev Brew, Inc. d/b/a More Brewing Company, meets high standards of credit-worthiness and financial strength as demonstrated by **Exhibit B** which is a letter from a financial institution which has assets of \$10,000,000 or more attesting to the financial strength of Jaydev Brew, Inc. and/or More Dusty, LLC, or Jaydev Brew, Inc. and/or More Dusty, LLC has provided specific evidence of equity financing of not less than 10% of the proposed costs.
- (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.

L. 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**") in the amount of 1% of sales, which combined totals a 2% tax on all sales in the Village. This Agreement and the provision of financial assistance and the 50% sales tax rebate only applies to the **General Municipal Sales Tax AND NOT the 1% Home Rule Sales Tax.**

M. The Corporate Authorities 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 "**Lessee/Operator**" shall mean Jaydev Brew, Inc., an Illinois corporation doing business under the assumed name More Brewing Company.

B. The term "**Developer**" or "**Owner/Landlord**" shall mean More Dusty, LLC, an Illinois limited liability company.

C. The term "**Village**" shall mean the Village of Bartlett, an Illinois municipal corporation of DuPage, Cook and Kane Counties, Illinois, and a home rule unit of government.

D. The term "**Municipal Sales Tax**" shall mean any and all "Municipal retailers' occupation tax", "municipal service occupation tax", and "municipal use tax", as such terms are used in Article 8, Division 11 of the Illinois Municipal Code (including ONLY General Municipal Sales Taxes as defined above and as the same may be amended from time to time, and SHALL

NOT mean or include any Home Rule Sales Tax as defined hereinabove and in the Illinois Municipal Code), as the same may from time to time be amended.

E. The term "**Commencement Date**" for purposes of sales tax rebate obligation as provided in Section IV 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 brew pub and restaurant on the Leased Premises.

F. 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.

G. The term "**Sales Tax Revenue**" shall mean the Municipal Sales Tax (i.e., General Municipal Sales tax only, and NOT any Home Rule Sales Tax) received by the Village from the Department which was attributable to the operation of a brew pub and restaurant upon the Leased Premises for the applicable Sales Tax Years.

H. The term "**Municipal Sales Tax Period**" shall consist of 10 consecutive Sales Tax Years starting with 2024 and ending with 2034 unless sooner terminated because the Village has paid the More Brewing Sales Tax Rebate to Jaydev Brew, Inc. d/b/a More Brewing Company in full.

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

J. The term "**Brew Pub Improvements**" shall mean the Site Improvements to be installed by More Dusty, LLC upon, through or under the Property and the construction of an 8,811 +/- S.F. two story with basement brew pub/tap room and restaurant building on the Property by More Dusty, LLC, and/or its contractor(s), substantially in accordance with the site plan, building elevation plans, landscape plan, and floor plans approved by Ordinance 2019-78, (collectively, defined herein as the "Site Plan"), and in substantially accordance with the final engineering plans for the Project approved by the Village Engineer, and substantially in accordance with the construction drawings and building plans therefor approved by the Bartlett Building Division Manager, and in accordance with all applicable laws, codes, ordinances and regulations.

K. The term "**More Brewing Sales Tax Rebate**" shall mean the sum of \$100,000 coming solely from 50% of the Municipal Sales Tax monies generated by More Brewing's brew pub and restaurant operations on the Property, and paid by the Department to the Village.

L. 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, improvements to the existing parking lot and driveway improvements thereon including curbs and adjoining sidewalks, both on-site and off-site designed to serve the Project constructed and installed in strict accordance with the final engineering plans therefor approved by the Village Engineer.

M. The term “**Permitted Assignee**” shall mean with respect to More Dusty, LLC and Jaydev Brew, Inc. d/b/a More Brewing Company, or either of them (i) any lender to both More Dusty, LLC and Jaydev Brew, Inc. d/b/a More Brewing Company, or any lender to either of them that takes such assignment as collateral for one or more loans or other financing; and/or (ii) any person or entity that succeeds to the business of Jaydev Brew, Inc. d/b/a More Brewing Company, through the acquisition of all of its stock or substantially all of its assets and operates thereon a More Brewing Company brew pub and restaurant or brewery and restaurant; any person or entity that acquires all of the membership interest in More Dusty, LLC or a new grantee of the Property who takes an assignment of and consents to the Lease with Jaydev Brew, Inc. for the Property

K. The term “**Project**” shall mean the Site Improvements and the Brew Pub Improvements, including work to be performed and/or improvements to be made by Landlord, More Dusty, LLC, and leasehold improvements, and interior build out improvements made by or for either the Owner/Landlord or the Lessee/Operator in accordance with the terms of the Lease and all underground utility and other Site Improvements to be constructed and installed by More Dusty, LLC, or its contractors upon, under, through or upon the Property, or by Jaydev Brew, Inc. or its contractors upon, under, through or upon the Property.

**SECTION IV. CONDITIONS PRECEDENT TO JAYDEV BREW, INC  
D/B/A MORE BREWING'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 More Brewing Sales Tax Rebate:

- (i) Jaydev Brew, Inc. d/b/a More Brewing shall have opened and commenced operating a new brew pub and restaurant upon the Property on or before July 31, 2023.

The condition precedent in this Section IV may be extended by mutual written agreement of the parties to this Agreement. For purposes of this Section IV, if an extension of any or all of the above dates in this Section IV is requested in writing by More Dusty, LLC and/or Jaydev Brew, Inc. d/b/a More Brewing Company, the Village Administrator is authorized to extend the dates in each subsection up to ninety (90) days without further formal action of the Corporate Authorities.

**SECTION V. SALES TAX REBATE**

A. Provided the conditions precedent set forth in Section IV have been satisfied, or waived from and after the Commencement Date, the Village shall rebate to Jaydev Brew, Inc. d/b/a More Brewing Company fifty percent (50%) of the Sales Tax Revenue actually received by the Village with respect to sales made from the Leased Premises during the Municipal Sales Tax Period, with payment to be made semi-annually to Jaydev Brew, Inc. d/b/a More Brewing Company 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 Brew Pub Improvements, and terminates upon the sooner of the end of the Municipal Sales Tax Period, or full payment of the \$100,000 More Brewing Sales Tax Rebate.

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. Jaydev Brew, Inc. d/b/a More Brewing Company 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 Jaydev Brew, Inc. d/b/a More Brewing Company 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 Jaydev Brew, Inc. d/b/a More Brewing Company 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 Jaydev Brew, Inc. d/b/a More Brewing Company 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. Jaydev Brew, Inc. d/b/a More Brewing Company hereby represent that, to its actual knowledge: (i) the Sales Tax Revenue to be shared with Jaydev Brew, Inc. d/b/a More Brewing Company pursuant to this Section V and reported to the Illinois Department of Revenue pursuant to Section VI 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 VI. SALES TAX REPORTS

A. Jaydev Brew, Inc. d/b/a More Brewing Company 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 brew pub and restaurant 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 the More Brewing brew pub and restaurant on the Leased Premises being hereinafter referred to as a "**IDOR Sales Tax Revenue Certification Report**".)

B. Jaydev Brew, Inc. d/b/a More Brewing Company 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 Leased Premises.

C. Jaydev Brew, Inc. d/b/a More Brewing Company 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 Jaydev Brew, Inc. d/b/a More Brewing with respect to sales from the Leased Premises.

D. Jaydev Brew, Inc. d/b/a More Brewing Company 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. Jaydev Brew, Inc. d/b/a More Brewing Company 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 brew pub/tap room and restaurant operations on the Leased Premises.

F. 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 Leased Premises. In addition, prior to any payments to Jaydev Brew, Inc. d/b/a More Brewing Company pursuant to this Agreement, Jaydev Brew, Inc. d/b/a More Brewing Company 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 Jaydev Brew, Inc. d/b/a More Brewing Company. Jaydev Brew, Inc. d/b/a More Brewing Company 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 Jaydev Brew, Inc. d/b/a More Brewing Company 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").

G. Jaydev Brew, Inc. d/b/a More Brewing Company agrees and acknowledges that any disbursements of Sales Tax Revenue made by the Village 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.

H. 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 Jaydev Brew, Inc. d/b/a More Brewing Company to the extent required by the LTD-IDOR for Jaydev Brew, Inc. d/b/a More Brewing Company 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

- I. 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 VII. SALES TAX INCENTIVE PAYMENT MECHANISM**

A. Provided the conditions precedent in Section IV have either been satisfied or waived, the Village shall remit in full to Jaydev Brew, Inc. d/b/a More Brewing Company, or if directed in writing by Jaydev Brew, Inc. d/b/a More Brewing Company to do so, to its designee, the share of the Sales Tax Revenue to which Jaydev Brew, Inc. d/b/a More Brewing Company is entitled as determined in Section VI.A., *supra*. The Village shall be liable to Jaydev Brew, Inc. d/b/a More Brewing Company for disbursement of monies hereunder only to the extent of the Sales Tax Revenue generated by Jaydev Brew, Inc. d/b/a More Brewing Company by virtue of the operation of More Brewing Company's brew pub/tap room and restaurant on the Leased 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 Jaydev Brew, Inc. d/b/a More Brewing Company 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 More Brewing Company's brew pub/tap room and restaurant on the Leased Premises, provided, however, such reductions shall not reduce the amount of the More Brewing 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.
- (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 Jaydev Brew, Inc. d/b/a More Brewing Company 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 Jaydev Brew, Inc. d/b/a More Brewing Company on the Leased Premises, the Village shall have no obligation to make Sales Tax Distributions to Jaydev Brew, Inc. d/b/a More Brewing Company based upon the retail sales activities generated by Jaydev Brew, Inc. d/b/a More Brewing Company on the Leased Premises. In such instance, Jaydev Brew, Inc. d/b/a More Brewing Company shall have the option to terminate this Agreement unless it has received the entire More Brewing Sales Tax Rebate hereunder without the requirement of repayment of any sums received by Jaydev Brew, Inc. d/b/a More Brewing Company.
- (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 Jaydev Brew, Inc. d/b/a More Brewing on the Leased Premises, 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 by Jaydev Brew, Inc. d/b/a More Brewing Company on the Leased Premises with such distribution continuing to be made in accordance with the distribution formula contained in this Agreement.

#### **SECTION VIII. CASUALTY/EXTENSION OF SALES TAX PARTICIPATION PERIOD**

If Jaydev Brew, Inc. d/b/a More Brewing Company brew pub/tap room and restaurant operations on the Leased Premises cease due to casualty or other causes constituting Force Majeure, then provided the conditions set forth in Section IV 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 IX. 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, pandemics, 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 More Dusty, LLC or Jaydev Brew, Inc. d/b/a More Brewing Company, 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 X. 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**"), More Dusty, LLC and Jaydev Brew, Inc. d/b/a More Brewing Company 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 More Dusty, LLC and Jaydev Brew, Inc. d/b/a More Brewing Company and any other indemnity given by both or either of them herein are conditioned upon: (I) the Village giving More Dusty, LLC or Jaydev Brew, Inc. d/b/a More Brewing Company 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 More Dusty, LLC to have reasonable control of defense of such matter (with counsel reasonably acceptable to the Village). Further, More Dusty, LLC and Jaydev Brew, Inc. d/b/a More Brewing Company 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 (which approval or consent shall not be unreasonably withheld), provided the Village may not be required to contribute to such settlement. Nothing in this Section X or elsewhere in this Agreement shall obligate Jaydev Brew, Inc. d/b/a More Brewing Company 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 XI. REPRESENTATIONS, WARRANTIES AND COVENANTS**

A. Jaydev Brew, Inc. d/b/a More Brewing Company represents and warrants the following as of the date hereof:

- (1) Jaydev Brew, Inc. doing business under the assumed name More Brewing Company is an Illinois corporation company duly organized, validly existing, and qualified to do business in Illinois.
- (2) Jaydev Brew, Inc. d/b/a More Brewing Company 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 Jaydev Brew, Inc. d/b/a More Brewing Company 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 Jaydev Brew, Inc. d/b/a More Brewing Company is a party.
- (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 Leased Premises would have, absent this Agreement, been paid to another unit of local government in which Jaydev Brew, Inc. d/b/a More Brewing Company 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. More Dusty, LLC represents, warrants and covenants, as of the date of this Agreement and throughout the term of this Agreement, as follows:

- (1) More Dusty, LLC is an Illinois limited liability company duly organized, validly existing and qualified to do business in Illinois.
- (2) More Dusty, LLC 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 More Dusty, LLC has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Organization or Operating Agreement 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 More Dusty, LLC is a party or by which More Dusty, LLC is now or may become bound.
- (4) More Dusty, LLC warrants and represents that this Agreement is not prohibited by any requirement of law (including, without limitation, 65 ILCS 5/8-11-21) in that no Sales Tax Revenue from transactions occurring at More Dusty, LLC's or Jaydev Brew, Inc.'s other properties or operations would have, absent this Agreement, been paid to another unit of local government in which Jaydev Brew, Inc d/b/a More Brewing Company 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.

C. 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 XII. 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 Jaydev Brew, Inc. d/b/a More Brewing Company.

### SECTION XIII. 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 C and F of this Section XIII). 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 More Dusty, LLC and Jaydev Brew, Inc. d/b/a More Brewing Company 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 Jaydev Brew, Inc. d/b/a More Brewing Company 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 More Dusty, LLC or Jaydev Brew, Inc. d/b/a More Brewing Company under this Sales Tax Rebate 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 More Dusty, LLC and Jaydev Brew, Inc. d/b/a More Brewing Company through equitable remedies, (i) Jaydev Brew, Inc. d/b/a More Brewing Company shall be deemed to have forfeited its right to share in any Sales Tax Revenue under section V.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 Jaydev Brew, Inc. d/b/a More Brewing Company to share in Sales Tax Revenue from sales occurring after such cure shall again be restored and the amount of the More Brewing Sales Tax Rebate shall not be reduced.

D. It is the express intention of the Parties that no breach by More Dusty, LLC, or Jaydev Brew, Inc. d/b/a More Brewing Company involving (i) a breach of 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 More Dusty, LLC or Jaydev Brew, Inc. d/b/a More Brewing Company, 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 Jaydev Brew, Inc. d/b/a More Brewing Company 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, if at any time during the balance of the term of this Agreement or the Municipal Sales Tax Period, as appropriate, More Dusty, LLC and/or Jaydev Brew, Inc. d/b/a More Brewing Company 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 Jaydev Brew, Inc. d/b/a More Brewing Company, shall reflect Municipal Sales Tax revenues generated by retail sales activities by Jaydev Brew, Inc. d/b/a More Brewing Company sales occurring on the Leased Premises during such period of default provided such Municipal Sales Tax revenues are actually received by the Village from the Department.

#### **SECTION XIV. ENTIRE AGREEMENT**

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between More Dusty, LLC, Jaydev Brew, Inc. d/b/a More Brewing Company 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 XV. 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 Jaydev Brew, Inc. d/b/a More Brewing Company and/or by More Dusty, LLC 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 the Village Corporate Authorities will not unreasonably withhold.

## **SECTION XVI. 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 XVII. 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 XVIII. 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 XIX. AMENDMENTS**

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

## **SECTION XX. THIRD PARTIES**

Except with regard to a Permitted Assignee or other persons entities 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, More Dusty, LLC, and Jaydev Brew, Inc. d/b/a More Brewing Company, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons or entities to either the Village or Jaydev Brew, Inc. d/b/a More Brewing Company, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Jaydev Brew, Inc. d/b/a More Brewing Company. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

## **SECTION XXI. 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 Jaydev Brew, Inc. d/b/a More Brewing Company is redacted thereof and kept confidential.

## **SECTION XXII. ASSIGNMENT OF RIGHTS**

The Village acknowledges that Jaydev Brew, Inc. d/b/a More Brewing Company is providing, or causing to be provided, a portion of the financing necessary to complete the Project, and that payments made to Jaydev Brew, Inc. d/b/a More Brewing Company pursuant to this Agreement are intended to partially reimburse Jaydev Brew, Inc. d/b/a More Brewing Company 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 assigns of the Village. This Agreement may not be assigned by Jaydev Brew, Inc. d/b/a More Brewing Company and/ More Dusty, LLC, or either of them, 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 brew pub and restaurant on the Leased Premises (a "Permitted Assignee").

### SECTION XXIII. 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 Jaydev Brew, Inc. d/b/a More Brewing Company on the Leased 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 XXIV. NOTICES

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

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

With a copy to: Village of Bartlett Attorney  
Kurt Asprooth  
Ancel Glink , P.C.  
140 S. Dearborn  
Chicago, Illinois 60603  
Email: kasprooth@ancelglink.com

If to Jaydev Brew, Inc.  
d/b/a More Brewing: 13980 Automall Drive  
Huntley, IL, 60142  
Attn: Sachin Patel  
Email: sunny@morebrewing.com

With a copy to: Timothy E. Hoerman, Ltd.  
323 North Washington Street  
Westmont, IL, 60559  
Attn: Timothy E. Hoerman  
Email: [email@timhoerman.lawyer](mailto:email@timhoerman.lawyer)

If to More Dusty, LLC: More Dusty, LLC  
126 Bennington Lane

Bartlett, Illinois, 60103  
Attn: Sachin Patel  
Email: sunny@morebrewing.com

With a copy to:

Timothy E. Hoerman, Ltd.  
323 North Washington Street  
Westmont, IL, 60559  
Attn: Timothy E. Hoerman  
Email: [email@timhoerman.lawyer](mailto:email@timhoerman.lawyer)

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 with a copy sent via email.

#### SECTION XXV. 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 XXVI. 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 XXII, this Agreement shall inure to the benefit of and shall be binding upon the Village, More Dusty, LLC, Jaydev Brew, Inc. d/b/a More Brewing Company, 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 Cook 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 and Electronic Signatures.** 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. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record-keeping system, as the case may be, to the extent provided for in any applicable law, including the Federal Signatures in Global and National Commerce Act, the Illinois Electronic Commerce Security Act, or any other similar state laws based on the Uniform electronic Transactions Act.
- I. **Estoppel Certificates.** The Village agrees from time to time, within ten (10) business days after request of Jaydev Brew, Inc., to deliver to Jaydev Brew, Inc. d/b/a More Brewing Company, or Jaydev Brew, Inc.'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 Jaydev Brew, Inc. d/b/a More Brewing Company and the aggregate amount of such Sales Tax Rebates paid to such date, that Jaydev Brew, Inc. d/b/a More Brewing Company is not in default hereunder (or if in default, the nature and extent of such default), and that neither Jaydev Brew, Inc. d/b/a More Brewing Company nor More Dusty, LLC has assigned its rights or interests hereunder.
- J. **Consequential, Special, and Punitive Damages.** Notwithstanding any provision of this Agreement to the contrary, the Village, Jaydev Brew, Inc. d/b/a More Brewing Company and More Dusty, LLC 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

By: \_\_\_\_\_  
Kevin Wallace, Village President

Attest:

\_\_\_\_\_  
Lorna Giles, Village Clerk

JAYDEV BREW, INC. doing business the assumed corporate name More Brewing

DocuSigned by:  
By: sachin patel  
Name: Sachin Patel  
Its: President

Attest:

DocuSigned by:  
sachin patel  
Name: Sachin Patel  
Its: Secretary

MORE DUSTY, LLC

DocuSigned by:  
By: sachin patel  
Sachin Patel  
Its Manager

**EXHIBIT A**

*Legal Description of the Property*

THE WEST 60 FEET OF LOTS 10 AND 11 IN BLOCK 6 IN BARTLETT, A SUBDIVISION OF THE NORTHEAST 1/ 4 OF THE SOUTHEAST 1/ 4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 06-34-409-001-0000

**EXHIBIT B**

# WINTRUST

---

## S B A LENDING

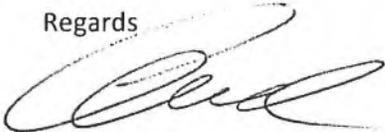
July 19, 2023

Village of Bartlett

This letter is to inform you that Jaydev Brew Inc has been a client of Wintrust Bank for the past six years. Mr. Patel and Jadev Brew Inc have both credit facilities and deposit facilities with the bank. The company has a good financial strength and their deposit relationship with the bank is sufficient since the beginning of the relationship.

Should you have any questions please do not hesitate to contact me.

Regards



Beata Gesicki

Team Lead of Wintrust SBA Lending

1545 Ellinwood Ave • Des Plaines, IL 60016

Phone: (847) 590-7033





# Agenda Item Executive Summary

Item Name Brewster Creek TIF Developer Note #5, Payout #7 Committee or Board Board

<b>BUDGET IMPACT</b>			
<i>Amount:</i>	\$285,600	<i>Budgeted</i>	\$285,600
<i>List what fund</i>	Brewster Creek TIF Project Fund		
<b>EXECUTIVE SUMMARY</b>			
Brewster Creek Public Improvements - TIF Developer Note #5, Payout #7.			
<b>ATTACHMENTS (PLEASE LIST)</b>			
Finance Memo Resolution Memorandum of Payment Schedule of Costs Village Engineer Letter			
<b>ACTION REQUESTED</b>			

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2023-\_\_\_\_\_, a resolution approving of the Disbursement Request for Payout No. 7 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project.

Staff: Todd Dowden, Finance Director Date: 07/24/2023

**Village of Bartlett**  
**Finance Department Memo**  
**2023 - 17**

**DATE:** July 24, 2023  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Todd Dowden, Finance Director  
**SUBJECT:** Brewster Creek TIF Developer Note #5 Payout Request #7

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

Attached is a resolution and several documents to approve the 7<sup>th</sup> developer note #5 payout request for the Brewster Creek TIF development. The total amount is \$285,600. The attachments are various documents required by the village's redevelopment agreement. The attachments include:

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

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

**MOTION:** I move to approve Resolution Number 2023-\_\_\_\_\_ A Resolution Approving of Disbursement Request for Payout No. 7 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

## RESOLUTION 2023-

### A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 7 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2020 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT

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

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

**WHEREAS**, ECS has delivered to the Village its seventh Memorandum of Payment requesting that it be reimbursed the sum of \$285,600 in Project Costs for Payout No. 7 from the Subordinate Lien Tax Increment Revenue Note; and

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

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

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

**SECTION ONE:** The Memorandum of Payment No. 7 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2020 Subordinate Note in the sum of \$285,600 is hereby approved.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED** August 15, 2023

**APPROVED** August 15, 2023

\_\_\_\_\_  
Kevin Wallace, Village President

**ATTEST:**

\_\_\_\_\_  
Lorna Gilles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023- , enacted on August 15, 2023, and approved on August 15, 2023, as the same appeared from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Gilles, Village Clerk

## DEVELOPER NOTE #5

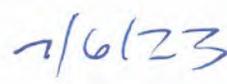
### MEMORANDUM OF PAYMENT NO. 7

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

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$ 285,600.00 bearing an interest rate at 7.0% per annum.

#### ELMHURST-CHICAGO STONE COMPANY

By:  \_\_\_\_\_  
President

Dated:  \_\_\_\_\_

**SCHEDULE 1**

**COST OF THE IMPROVEMENTS**

V3	Park Basin Maintenance 2020,2021, 2022 & 2023	\$	20,717.50
V3	Lot 12A Aggregate Pier Earthwork	\$	140,713.25
V3	Final Surface - Spitzer & Jack Ct - Bidding/CM/Testing	\$	12,500.00
Geneva Construction	Final Surface - Spitzer, Jack Ct & Bike Paths	\$	111,641.41
	<b>Total</b>	<b>\$</b>	<b><u>285,572.16</u></b>

August 15, 2023

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 5 MEMORANDUM  
OF PAYMENT # 7 – RELATIVE TO THE  
REDEVELOPMENT AND FINANCING  
AGREEMENT BETWEEN THE VILLAGE  
OF BARTLETT AND ELMHURST CHICAGO  
STONE COMPANY**

Dear Todd:

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

- The **Developer Note # 5 Memorandum of Payment # 7** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$285,600.00** to reimburse itself for monies spent on the project for the period of **May 20, 2023**, through **July 6, 2023**
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

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

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

We have reviewed the certification for V3 Companies and Geneva Construction stating that the work has been completed and materials are in place as indicated on the **Developer Note # 5 Memorandum of Payment # 7**. We have also included invoices from firms noted above for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies and Geneva Construction that the work has been completed and materials are in place as indicated in the **Developer Note # 5 Memorandum of Payment # 7**, covered by the dates May 20, 2023, through July 6, 2023.

Please contact our office if there are any questions.

Bartlett Village Engineer

*Robert Allen, PE*

Robert Allen, PE

cc: Dan Dinges, P.E., Director of Public Works  
Kurt Asprooth, Village Attorney



# Agenda Item Executive Summary

Item Name      Creation of Class B Liquor License-  
Orchards Gaming      Committee  
or Board      Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Attached for your consideration is an Ordinance amending Section 3-3-2-3: Class B of the Bartlett Liquor Control Ordinance. A new license in this class must be created before the license can be issued by the liquor commissioner.

## ATTACHMENTS (PLEASE LIST)

Staff memo dated 08/08/2023  
Ordinance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Ordinance 2023-\_\_\_\_\_ an Ordinance amending Section 3-3-2-3: Class B of the Bartlett Liquor Control Ordinance.

Staff:              Samuel Hughes  
Senior Management Analyst

Date:              08/08/2023

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** August 8, 2023  
**Re:** Liquor License Creation Class B

---

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

A new license in this class must be created before the license can be issued by the liquor commissioner.

## Motion

I move to approve Ordinance 2023-\_\_\_\_ an Ordinance amending Section 3-3-2-3: Class B of the Bartlett Liquor Control Ordinance.



**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED: August 15, 2023**

**APPROVED: August 15, 2023**

\_\_\_\_\_  
Kevin Wallace, Village President

**ATTEST:**

\_\_\_\_\_  
Lorna Giles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023-\_\_\_\_\_ enacted on August 15, 2023 and approved on August 15, 2023 as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk



# Agenda Item Executive Summary

Item Name      Creation of Class C Liquor License-  
Bartlett Liquor and Wine      Committee  
or Board      Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Attached for your consideration is an Ordinance amending section 3-3-2-4: Class C of the Bartlett Liquor Control Ordinance. A new license in this class must be created before the license can be issued by the liquor commissioner.

## ATTACHMENTS (PLEASE LIST)

Staff memo dated August 7, 2023  
Ordinance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Ordinance 2023-\_\_\_\_\_ an Ordinance amending Section 3-3-2-4: Class C of the Bartlett Liquor Control Ordinance.

Staff:      Samuel Hughes  
Sr. Management Analyst

Date:      08/07/2023

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Sr. Management Analyst  
**Date:** August 7, 2023  
**Re:** Liquor License Creation Class C-Bartlett Liquor and Wine

---

Attached for your consideration is an ordinance amending Section 3-3-2-4: Class C of the Bartlett Liquor Control Ordinance.

A new license in this class must be created before the license can be issued by the liquor commissioner.

## Motion

I move to approve Ordinance 2023-\_\_\_\_ an Ordinance amending Section 3-3-2-4: Class C of the Bartlett Liquor Control Ordinance.



**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED: August 15, 2023**

**APPROVED: August 15, 2023**

\_\_\_\_\_  
Kevin Wallace, Village President

**ATTEST:**

\_\_\_\_\_  
Lorna Giles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023-\_\_\_\_\_ enacted on August 15, 2023 and approved on August 15, 2023 as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk



# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** 08/04/2023  
**Re:** Bartlett High School Fireworks Request

---

The Bartlett High School Boosters are requesting to hold a fireworks display on Tuesday, September 26<sup>th</sup> at Bartlett High School, with racks set up northeast of the football stadium.

The appropriate certificate of insurance has been submitted and approved by the Village Attorney. Also, a copy of the Federal Explosives License/Permit, as well as a map outlining where the fireworks will be shot off have been submitted. The pyrotechnic operator's license lists an expiration date of 10/15/2021, but he licensed through 2024, the state is behind on issuing new licenses. The Boosters have also received permission from the Bartlett Fire Department, that permit is attached.

## Motion

I move to approve Bartlett High School's request to hold a fireworks display on Tuesday, September 26<sup>th</sup>, 2023 at Bartlett High School.

# MAD BOMBER

## FIREWORKS PRODUCTIONS, INC.

State of Illinois license number: IL06-O-00029

411 Windermere Way  
Lake in the Hills, IL 60156-5803  
Office (847) 669-8060  
Mobile (847) 354-5105  
bigpyro@sbcglobal.net

### FIRE DEPARTMENT DISPLAY INFORMATION FORM

Sponsor: Bartlett HS Boosters

Display: Outdoor

Date of display: 26<sup>th</sup> September 2023      Rain date: TBD

Time of display: Dusk      Duration of display: 8 minutes

Location of display: Open field area at Bartlett HS (See diagram)

Program: Aerial shells and boxed barrage product

The largest diameter shell size will be 3 inch in diameter.

Minimum set-back: 210 feet

Approximate time of arrival: 1630 Hrs

Crew Chief: Mark Loewe State of Illinois licensed Lead Shooter

Additional crew: 1  
State of Illinois listed Assistant(s)  
Kevin Murphy

Insurance: Ten Million Dollars (certificate attached)

EMERGENCY TELEPHONE NUMBER: (877) 623-2662





**STATE OF ILLINOIS**  
**OFFICE OF THE STATE FIRE MARSHAL**  
**DIVISION OF FIRE PREVENTION**

1035 Stevenson Drive • Springfield, IL 62703-4259



## *Pyrotechnic Distributor License*

**PLANET PRODUCTIONS/MAD BOMBER FIREWORKS**  
**3999 E HUPP RD BLDG R-3-1**  
**LA PORTE, IN 46350**

**IL06-OPF-00029**

License #

*Matt Perez*

Matt Perez

STATE FIRE MARSHAL

**05/15/2024**

EXPIRATION DATE

**OPF**

CLASSIFICATION

This license may be revoked by the Office of the State Fire Marshal for failure to comply with the lawful rules regulating this program.



Illinois Office of the State Fire Marshal  
Division of Fire Prevention

**THIS IS TO CERTIFY THAT  
MARK LOEWE**

Pyrotechnics Operator License

Has completed all the requirements under the  
Pyrotechnics Distributor and Operator Act 225  
ILCS 227 and is employed by

PLANET PRODUCTIONS/MAD BO.  
d/b/a

License #

IL06-O-00029-00275

Expires: 10/15/2021

  
Mark Loewe  
STATE FIRE MARSHAL

**PLANET PRODUCTIONS/MAD BOMBER FIREWORKS - 3999 E HUPP RD BLDG R-3-1, LA PORTE, La Porte County, IN 46350**

License #	License Status	Start Date	End Date	Date Created	License Type
IL06-O-00029-00133	Active	01/21/2006	07/01/2024	01/21/2006	Pyrotechnic Operator License - RICHARD BEESE
IL06-O-00029-	Active	01/26/2006	10/01/2024	01/26/2006	Pyrotechnic Operator License - HARLEY DEJONG

8/3/2023 3:30:10 PM  
10198.11908

**JURISDICTION ONLINE**  
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Page 19 of 30

00139					
IL06-O-00029-00259	Active	05/14/2006	07/15/2024	05/14/2006	Pyrotechnic Operator License - MARK FELDMEIER
IL06-O-00029-00262	Active	05/14/2006	10/15/2024	05/14/2006	Pyrotechnic Operator License - MICHAEL GARDNER
IL06-O-00029-00266	Active	05/14/2006	08/01/2024	05/14/2006	Pyrotechnic Operator License - DEAN HOSTETLER
IL06-O-00029-00268	Active	05/14/2006	04/15/2025	05/14/2006	Pyrotechnic Operator License - ARTURO INSURRIAGA
IL06-O-00029-00275	Active	05/14/2006	10/15/2024	05/14/2006	Pyrotechnic Operator License - MARK LOEWE
IL06-O-00029-00283	Active	05/15/2006	09/15/2024	05/15/2006	Pyrotechnic Operator License - JOHN MIKSICH
IL06-O-00029-00284	Active	05/15/2006	10/01/2024	05/15/2006	Pyrotechnic Operator License - DAN P MILLER
IL06-O-00029-00285	Active	05/16/2006	07/15/2024	05/16/2006	Pyrotechnic Operator License - DONALD MILLER
IL06-O-00029-00286	Active	05/16/2006	09/15/2024	05/16/2006	Pyrotechnic Operator License - KEVIN MURPHY
IL06-O-00029-00287	Active	07/10/2006	10/01/2024	07/10/2006	Pyrotechnic Operator License - DAVID SCOFIELD



FIREWORKS  
DISCHARGE AREA

Discharge area more than 200 feet from  
spectators and occupied structures

OFFICIAL PERMIT COPY



Bartlett Fire Protection District  
Fire Prevention Bureau  
234 N. Oak Avenue  
Bartlett, IL 60103  
(630)837-3701 Fax (630)837-4052

Fire Prevention Permit #: 23-081

Date Issued: August 3, 2023

Expires: September 26, 2023 — 11:59 p.m.  
(If rain date is needed, re-contact Fire District)

Installation of: Fire Alarm System [ ] Sprinkler System [ ] Ansul System [ ]  
Above Ground Tank [ ] Other [ ]

Activity: [ X ] Fireworks Display [ ] Bon Fire [ ] Controlled Burn [ ] Other

**LOCATION:**

Owner: Bartlett High School  
Address: 701 W. Schick Road  
City: Bartlett, IL 60103

Applicant: Mark Loewe - Planet Productions / Mad Bomber Fireworks - License #IL06-O-00029  
Address: 3999 E. Hupp Rd, Bldg R-3-1  
City: La Porte County, IN 46350

Lead Operator: Mark Loewe (Emergency Telephone: 877-623-2662)  
Assistant(s): Kevin Murphy

**PLEASE HAVE A COPY OF THIS PERMIT AVAILABLE ON SITE AT ALL TIMES**

The applicant hereby certifies to the correctness of all submitted information and agrees to perform the above activity in strict compliance of the Illinois Pyrotechnic Use Act, Bartlett Fire Protection District Fire Prevention Code, NFPA Standards and Local Ordinances.

It is necessary to call for all inspections, including final inspection. Call the Fire Prevention Bureau at (630) 837-3701. Inspections must be arranged by the applicant with the Fire Prevention Bureau 48 hours prior to the day the inspection is desired. When scheduling inspections, refer to the lot number if available, the address and the business name.

Proof of a current operators license issued by the Office of the Illinois State Fire Marshal has been provided along with Proof of Insurance, notification of Registered Assistants and a site plan. On site storage of fireworks shall be secured and supervised following ATF requirements and other applicable codes and standards. All fireworks must be fired electronically. No heat/open flame permitted. Ensure the set-back area is maintained throughout the duration of the display and until the all-clear is given upon completion of the show.

Approved By:

Michael Heimbecker  
Fire Marshal

**Applicant Copy**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/28/2023

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

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

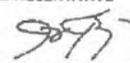
<b>PRODUCER</b> Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 216-658-7100      FAX (A/C No.): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Miand, Inc. dba Mad Bomber Fireworks Planet Productions 3999 E. Hupp Rd, Building R-3-1 La Porte IN 46350	<b>INSURER A :</b> Everest Indemnity Insurance Co.      NAIC # 10851	<b>NAIC #</b>
	<b>INSURER B :</b> Everest Denali Insurance Company      16044	
	<b>INSURER C :</b> Liberty Mutual Insurance Co	
	<b>INSURER D :</b> Liberty Mutual Insurance Co      25035	
	<b>INSURER E :</b> Axis Surplus Ins Company      26620	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 718291958**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	SI8GL01480-231	2/4/2023	2/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00186-231	2/4/2023	2/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	P-001-000243093-04	2/4/2023	2/4/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C D D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC539S-714654-012 WC5-34S-524913-031 WC5-34S-311836-052	2/4/2023 2/4/2023 2/4/2023	2/4/2024 2/4/2024 2/4/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability #2	Y	Y	SI8EX01319-231	2/4/2023	2/4/2024	Each Occ/ Aggregate Total Limits \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
OPERATIONS: FIREWORKS DISPLAY  
ADDITIONAL INSURED: VILLAGE OF BARTLETT; BARTLETT FIRE PROTECTION DISTRICT; BARTLETT HIGH SCHOOL CCDS U46; BARTLETT HIGH SCHOOL BOOSTERS

<b>CERTIFICATE HOLDER</b>  BARTLETT HIGH SCHOOL CCDS U-46 71 SCHICK ROAD BARTLETT IL 60103	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Agenda Item Executive Summary

Item Name    Heritage Oaks Tree Preservation Tree Planting    Committee or Board    Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

A request to allow for the planting of one (1) tree and the trimming/removal of invasive weed trees in the Heritage Oaks Tree Preservation Easement at 370 S. Oak Avenue.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, letter of request, photo of area, location map.

## ACTION REQUESTED

- For Discussion only
- Resolution: Move to approve Resolution #2023-\_\_\_\_\_A Resolution Approving Tree Planting in the Heritage Oaks Tree Preservation Easement at 370 S. Oak Avenue.
- Ordinance
- Motion

Staff:            Sarah Christensen, Village Forester

Date:            7/25/2023

# Memo

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**To:** Daniel Dinges, Director of Public Works  
**From:** Sarah Christensen, Village Forester  
**Subject:** Heritage Oaks – Planting tree at 370 S Oak Avenue  
**Date:** July 25, 2023

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In 1978, the Village of Bartlett and Town and Country Builders entered into an Agreement in connection with the development of the Heritage Oaks Subdivision. As part of the Agreement the developers recorded a Tree Preservation and Drainage Easement in a covenant running with the land. The Tree Preservation and Drainage Easement was recorded in 1978 and 1979 and restricted the ability of future property owners to make any changes to trees within the easement without the approval, by resolution, of the Village Board.

Cody Pudwill, the owner of 370 S. Oak Avenue, has requested to plant a new tree within the Tree Preservation easement on his lot. To complete this planting, he is requesting permission to remove and trim a few minor weed trees within the fifty (50) foot Tree Preservation Easement. I inspected the trees on July 21, 2023 and determined that these weed trees are the invasive species buckthorn. They are better suited for removal to make adequate space for a more desirable tree species (see attached pictures).

Mr. Pudwill has submitted an email requesting this work (see attached). Also, attached for your review are pictures of the area being discussed, a map showing the location of the subdivision lot, and a resolution for the Village Board to vote upon.

## RESOLUTION 2023-

### A RESOLUTION APPROVING TREE PLANTING IN THE HERITAGE OAKS TREE PRESERVATION EASEMENT AT 370 S. OAK AVE.

**WHEREAS**, Cody Pudwill (the “Owner”) of the property at 370 S. Oak Avenue (the “Property”) has petitioned the Village of Bartlett to allow for the planting of one (1) tree and the trimming or removal of small weed trees within the recorded Tree Preservation Easement on the Property, and

**WHEREAS**, the Village Forester has inspected the trees on the property and found that the weed trees are invasive and has recommended their removal in the interest of the new, preferred tree being planted.

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

**SECTION ONE:** That in the interest of the public health and welfare, the specified weed trees located in the Tree Preservation Easement on Lot 24 in the Heritage Oaks Subdivision, 370 S. Oak Avenue may be removed by the owner or their contractor in order to make room for a new tree to be planted.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED this 15th day of August, 2023**

**APPROVED this 15th day of August, 2023**

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**Kevin Wallace, Village President**

**ATTEST:**

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**Lorna Giles, Village Clerk**

#### **CERTIFICATION**

I, Lorna Giles, 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 August 15, 2023, and approved on August 15, 2023 as the same appears from the official records of the Village of Bartlett.

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**Lorna Giles, Village Clerk**

## Sarah Christensen

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**From:** cody pudwill <codypudwill@gmail.com>  
**Sent:** Tuesday, July 18, 2023 10:27 AM  
**To:** Sarah Christensen  
**Cc:** Lori Pudwill  
**Subject:** Re: Pudwill Inquiry

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

Hi Sarah,

I am writing to make a formal request to remove the "weed tree" on the south west corner of my property to install an autumn blaze maple tree. We are also requesting to "cut back" other "weed trees" to provide adequate sunlight for the autumn maple to grow. Please let me know if there is anything else I need to do at this time.

Thank you,  
Cody Pudwill

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# Agenda Item Executive Summary

Item Name Sale of Surplus Property

Committee or Board Board

## BUDGET IMPACT

Amount: N/A

Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

The Golf Course wishes to dispose of surplus items and personal property of the village through internet auction.

The surplus vehicles and property are to be auctioned by Obenauf Auction Services. As part of their service, Obenauf identifies potential bidders who may be interested in the type of vehicles and equipment the departments wish to sell. The village has utilized Obenauf in prior years and the service they provide has proven to be a very effective method for disposal of the village's surplus property.

Attached is an ordinance authorizing the sale of surplus property through internet auction as well as a list of all surplus property to be sold.

## ATTACHMENTS (PLEASE LIST)

Memo

Ordinance

Surplus Property List

## ACTION REQUESTED

For Discussion Only

Resolution

✓ Ordinance

✓ Motion: **MOVE TO APPROVE ORDINANCE # 2023-\_\_\_\_, AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION OF SURPLUS PROPERTY OWNED BY THE VILLAGE OF BARTLETT**

Staff: Tyler Isham, Assistant Director of Public Works Date: 8/7/2023

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Tyler Isham, Assistant Director of Public Works  
**Subject:** **Sale of Village Owned Surplus Property**  
**Date:** August 7, 2023

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The Golf Course wishes to dispose of surplus items and personal property of the village through internet auction.

The surplus vehicles and property are to be auctioned by Obenauf Auction Services. As part of their service, Obenauf identifies potential bidders who may be interested in the type of vehicles and equipment the departments wish to sell. The village has utilized Obenauf in prior years and the service they provide has proven to be a very effective method for disposal of the village's surplus property.

Attached is an ordinance authorizing the sale of surplus property through internet auction as well as a list of all surplus property to be sold.

## MOTION

**MOTION TO APPROVE ORDINANCE # 2023-\_\_\_\_, AN ORDINANCE  
AUTHORIZING THE SALE BY INTERNET AUCTION OF SURPLUS PROPERTY OWNED  
BY THE VILLAGE OF BARTLETT**

**ORDINANCE 2023-\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE BY INTERNET  
AUCTION OF SURPLUS PERSONAL PROPERTY  
OWNED BY THE VILLAGE OF BARTLETT**

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**WHEREAS**, the Illinois Municipal Code requires the adoption of an ordinance passed by a simple majority of the corporate authorities then holding office declaring personal property that the Village of Bartlett (the "Village") desires to sell "no longer necessary or useful to or for the best interest of" the Village, and that transfer of said personal property be set in any manner that the corporate authorities may designate with or without advertising the sale (65 ILCS 5/11-76-4); and

**WHEREAS**, staff has recommended that the Corporate Authorities authorize the sale of the used vehicles and equipment described on Attachment A, a copy of which is attached hereto and incorporated herein (the "Surplus Vehicles and Equipment"), as it is no longer necessary or useful or for the best interest of the Village, through the Obenauf Auction Service Incorporated and eBay on-line auction site to the respective highest bidders bidding on the purchase of the Surplus Vehicles & Equipment;

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

**SECTION ONE:** Pursuant to Section 11-76-4 of the Illinois Municipal Code, the President and Board of Trustees of the Village (the "Board") hereby find and declare that the Vehicles and Equipment, defined in the recitals herein and listed on Exhibit A is no longer necessary or useful to or for the best interest of the Village.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED: August 15, 2023**

**APPROVED: August 15, 2023**

\_\_\_\_\_  
Kevin Wallace, Village President

**ATTEST:**

\_\_\_\_\_  
Lorna Giles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023- \_\_\_\_\_ enacted on August 15, 2023, and approved on August 15, 2023, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

Attachment A: Surplus Items

<b>Serial / VIN</b>	<b>Yr</b>	<b>Make</b>	<b>Model / Description</b>	<b>Equipment Number</b>
1FTRX14WX9KC8243	2009	Ford	F-150	



# Agenda Item Executive Summary

Item Name                      Salt Dome Roof Replacement Award and Agreement                      Committee or Board                      Board

## BUDGET IMPACT

Amount:                      \$59,000 (up to \$82,000)                      Budgeted                      \$110,000

List what fund                      General

## EXECUTIVE SUMMARY

The FY 23/24 capital budget allocated \$110,000 for the salt dome roof replacement project at Bartlett Public Works. The roof is approximately 25 years old, and in need of replacement.

Staff sought out proposals for the replacement. Proposals ranged from a low of \$59,000-\$109,000. The low bidder being Total Roofing and Construction Services, Inc. Staff believes utilizing the proposals compared to putting together a formal bid will save the village time and money, while still providing for the necessary work to be completed per our standards.

The base bid of \$59,000 may increase based off the amount of decking that is needed to be replaced, which wouldn't be known until the contractor removes the shingles but should everything need to be replaced it would be an increase of \$23,000, still lower than the other bids.

## RECOMMENDATION

Staff recommends waiving bids and awarding the salt dome roof replacement contract to Total Roofing and Construction Services, Inc.

## ATTACHMENTS (PLEASE LIST)

Memo  
Resolution  
Agreement

## ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: **MOTION TO APPROVE RESOLUTION #2023- \_\_\_\_\_ A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE SALT DOME ROOF REPLACEMENT PROJECT AGREEMENT WITH TOTAL ROOFING AND CONSTRUCTION, INC.**

Staff: Tyler Isham, Assistant Director of Public Works

Date: 8/7/2023

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Tyler Isham, Assistant Director of Public Works  
**Subject:** Salt Dome Roof Replacement Award and Agreement  
**Date:** August 7, 2023

---

Staff sought out proposals for the replacement of the salt dome roof located at Bartlett Public Works. The roof is approximately 25 years old and needs replacement.

Due to the nature of the work, staff sought proposals from several reputable companies. Proposals ranged from a low of \$59,000 to a maximum of \$109,000. The low proposal, provided by Total Roofing and Construction Services, Inc. provides the costs for the removal of the existing roofing, exhaust ventilation, any deteriorated decking. The contractor included an alternate price if the decking underneath needs full replacement for an additional \$23,000 off the base bid. This will not be known until the shingles are removed.

If all the decking needs replacement, that would bring the total cost to \$82,000. The 23/24 capital budget has allocated \$110,000 for the replacement. The Village Board will need to waive bids and approve the agreement, which is attached for review.

## **RECOMMENDATION**

Staff recommends awarding the salt dome roof replacement contract to Total Roofing and Construction Services, Inc. and entering into the attached agreement.

## **MOTION**

**MOTION TO APPROVE RESOLUTION #2023- \_\_\_\_\_ A RESOLUTION WAIVING  
ADVERTISING FOR BIDS AND APPROVING THE SALT DOME ROOF REPLACEMENT  
PROJECT AGREEMENT WITH TOTAL ROOFING AND CONSTRUCTION, INC.**

**RESOLUTION 2023-\_\_\_\_\_**

**A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE SALT DOME ROOF REPLACEMENT PROJECT AGREEMENT WITH TOTAL ROOFING AND CONSTRUCTION, INC.**

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**WHEREAS**, the Village of Bartlett (“Village”) Public Works Department has an immediate need to replace the roof of the Salt Dome located at 1150 Bittersweet Drive; and

**WHEREAS**, the Village of Bartlett’s FY 23/24 budget provides for the replacement of the Salt Dome roof at Bartlett Public Works in the amount of \$110,000; and

**WHEREAS**, the Village Board has determined that the contract for the repair of the Salt Dome roof is not adapted to award through the competitive bidding process at this time due to the nature of the repair work; and

**WHEREAS**, the Bartlett Public Works Department solicited proposals from qualified and reputable roofing contractors to timely replace the Salt Dome roof, with Total Roofing and Construction, Inc., submitting the lowest quote for the repair work in the amount of \$59,000; and

**WHEREAS**, the Village Board has determined that it is in the best interest of the health, safety and welfare of the Village of Bartlett and its residents to waive competitive bidding and enter into an agreement with Total Roofing and Construction, Inc. for the efficient and cost-effective replacement of the Salt Dome roof.

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

**SECTION ONE: Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Resolution as though fully set forth in this Section 1.

**SECTION TWO: Approval; Authorization.** The Village Board of Trustees hereby authorize and direct the Village President and Village Clerk to sign and attest, respectively, the agreement with Total Roofing & Construction Services, Inc., for the Salt Dome roof repair work, in a form substantially similar to that attached hereto as Exhibit A.

**SECTION THREE: Waiver of Competitive Bidding.** To the extent any competitive bidding requirements apply to the Salt Dome roof repair work, such competitive bidding requirements are hereby waived based on the matters set forth in this Resolution.

**SECTION FOUR: Repeal and Savings Clause.** All resolutions or approvals in conflict or inconsistent with this Resolution are hereby repealed to the extent of such conflict or inconsistency.

**SECTION FIVE: Effective Date.** This Resolution shall be in full force and effect upon its 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 August 15, 2023, and approved on August 15, 2023, as the same appears from the official records of the Village of Bartlett

\_\_\_\_\_  
Lorna Giles, Village Clerk

**EXHIBIT A**

*Agreement with Total Roofing & Construction Services, Inc.*

EXHIBIT A

**CONSTRUCTION AGREEMENT**

This Construction Agreement ("**Agreement**") dated this \_\_\_\_ day of \_\_\_\_\_, 2023 ("**Effective Date**") is hereby entered into by and between the Village of Bartlett, an Illinois home rule municipal corporation ("**Village**"), and Total Roofing & Construction Services, Inc., an Indiana corporation ("**Contractor**"). At times, the Village and Contractor will be referred to individually as "**Party**" or jointly as "**Parties**" throughout this Agreement.

**RECITALS**

**WHEREAS**, Contractor will be performing construction services on the Village's Salt Dome located on the property at 1150 Bittersweet Drive, Bartlett, Illinois ("**Property**"), with such construction services including the removal and disposal of all roofing, and all decking which may be rotten or deteriorated, the preparation of existing decking and gutters for installation of improved roofing, the installation of leak shields, sealants, shingles, and other roofing material, the installation of a ventilation system, the necessary incidental repair of chimney perimeter, and the disposal of all debris and trash (such services will be referred to collectively as the "**Work**"); and

**WHEREAS**, Contractor may have subcontractors, material suppliers, and one or more employees engaged in the performance of said Work; and

**WHEREAS**, this Agreement comprises the terms and conditions upon which the Contractor will perform the Work for the Village.

**NOW THEREFORE, IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's home rule authority, the parties hereby agree as follows:

**SECTION 1. CONTRACTOR AND SCOPE OF SERVICES.**

**A. Engagement of Contractor.** The Village hereby engages the Contractor to perform the Work described in the Proposal for a Quality New Roof System on the Bartlett Salt Dome, a copy of which is attached hereto and incorporated herein as **Exhibit A** to this Agreement ("**Proposal**").

**B. Scope of Services.**

1. The Contractor shall provide the materials, services, and equipment to fully execute the Work described in the Proposal.
2. The Work shall be furnished and completed pursuant to the terms and conditions of this Agreement and as described in the Proposal.

## EXHIBIT A

3. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.
4. Contractor shall employ all necessary measures to avoid damage to existing surrounding public and private property during Work. Persons other than those actually engaged in construction operations, inspections, or supervision thereof shall be prohibited from the Property.
5. Contractor shall conduct the Work and any debris removal in such a manner as to minimize interference with road, streets, walks, and other adjacent occupied facilities.
6. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Village the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Village has made a timely and reasonable objection.
7. Contractor shall bind all subcontractors by the terms and obligations set forth in this Agreement. Contractor is liable for the acts of any subcontractors when performing the Work, as if the Work was conducted by the Contractor itself.
8. Contractor will provide the Village with the warranties described in the Proposal upon completion of the Work.

### **C. Labor and Materials**

1. The Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
3. Execution of this Agreement by the Contractor is a representation by the Contractor that it has conducted such investigations as may have been necessary to enable the Contractor to determine the cost of the Work and that it has sufficient information to complete the Work in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligations to perform the Work for an amount not in excess of the Contract Sum. The Contractor further acknowledges and declares that it has visited and examined the project site, examined all physical and other conditions affecting the Work and is fully

EXHIBIT A

familiar with all of the conditions thereon and thereunder effecting the same. In connection therewith, Contractor specifically represents and warrants to Village that prior to the submission of its bid it: (a) thoroughly examined the location of the work to be performed, is familiar with local conditions, and thoroughly understands the physical conditions prevalent or likely to be encountered in the performance of the work at such location; (b) examined the nature, location, and character of the general area in which the project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work within the Contract Sum.

**D. Commencement; Time of Performance.** The Work shall commence within seven (7) days of receipt by the Contractor of written notice that this Agreement has been fully executed by both Parties ("**Commencement Date**"). The Contractor must substantially complete the Work by \_\_\_\_\_, 2023. Time is of the essence for all matters concerning this Agreement.

**E. Reporting.** The Contractor will regularly report to the Village regarding the progress of the Work during the term of this Agreement.

**F. Term; Termination.**

1. **Term.** The term of this Agreement, unless terminated pursuant to Section D(2) herein, will expire upon the date the Village determines that the Work has been fully completed by the Contractor pursuant to this Agreement. A determination of completion will not constitute a waiver of any rights or claims that the Village has accrued prior to or following completion of the Work, with respect to any breach of this Agreement by the Contractor or any right of indemnification of the Village by the Contractor.

2. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven (7) days' prior written notice to the Contractor. In the event this Agreement is terminated by the Village, the Village hereby agrees to compensate the Contractor for the Work actually performed and reimbursable expenses actually incurred, if any, prior to the termination date.

**SECTION 2. INDEMNIFICATION.**

To the fullest extent permitted by law, Contractor agrees to waive any and all rights of contribution against the Village and to defend, indemnify and hold harmless the Village and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the Contractor's performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or

EXHIBIT A

Injury to or destruction of property, other than the Work itself, including the loss of use resulting therefrom, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. The Contractor shall similarly, protect, defend, indemnify and hold and save harmless, the Village, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations hereunder, or Contractor's default of any provisions of this Agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Section shall survive the voluntary or involuntary termination of this Agreement.

**SECTION 3. INSURANCE; PERFORMANCE AND PAYMENT BOND.**

**A. Minimum.** The Contractor will, at its sole cost, obtain and keep in force at all times during the performance of the Work and any part thereof, Workers Compensation and Employer's Liability Insurance, Commercial Liability Insurance, and Automobile Insurance in at least the type and amounts set forth below. The cost of such insurance will be borne by the Contractor.

1. **Workers' Compensation:**
  - (a) State: Statutory
  - (b) Employer's Liability
    - \$500,000.00 Per Occurrence
    - \$500,000.00 Disease, Policy Limit
    - \$500,000.00 Disease, Each Employee
2. **Commercial General Liability:**
  - \$2,000,000.00 General Aggregate
3. **Business Automobile Liability (including owned, non-owned, and hired vehicles):**
  - (a) Bodily Injury
    - \$1,000,000.00 Per Person
    - \$1,000,000.00 Per Accident
  - (b) Property Damage
    - \$1,000,000.00 Per Occurrence
  - (c) Umbrella Excess Liability
    - \$2,000,000.00 over Primary Insurance

**B. Evidence of Insurance.**

## EXHIBIT A

1. Prior to beginning the Work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
2. Failure of the Village to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction, or omission by the Village.
3. The Village shall have the right, but not the obligation, of prohibiting Contractor from commencing the Work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received by the Village.
4. Failure to maintain the required insurance may result in termination of this contract at the Village's option.

### **C. Miscellaneous.**

1. All policies of insurance purchased or maintained in fulfillment of this Agreement shall name the Village of Bartlett, its elected and appointed officers, employees, volunteers, and agents as additional insureds thereunder and the Contractor shall provide Certificates of Insurance and Policy Endorsements evidencing the coverages required under this Agreement.
2. Any deductible or self-insured retentions must be declared to, and approved by, the Village. At the option of the Village, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, elected and appointed officials, and employees or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration, and defense expenses.
3. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis.
4. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.
5. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the

EXHIBIT A

additional insureds with respect to claims arising out of operations performed by or on their behalf. If the "additional insureds" have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.

6. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.
7. Nothing contained in this Agreement is to be construed as limiting the liability of the Contractor. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, or the Contractor, but are merely minimums.

**D. Performance and Payment Bond.** Contractor shall provide a Surety Bond (guaranteeing both faithful performance and payment to subcontractors and material suppliers for labor and materials), naming the Village of Bartlett as Obligee, for not less than one hundred percent (100%) of the contract amount listed under Section 4(A) of this Agreement, will be required prior to beginning construction and in a form approved by the Village Attorney. Such bonds shall include the provision guaranteeing the faithful performance of the Prevailing Wage Act. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

**SECTION 4. COMPENSATION; PREVAILING WAGE.**

**A. Compensation.** The Village agrees to pay the Contractor for the performance of the Work a sum of \$55,400.00. Upon completion final completion of the Work, the Contractor must submit an invoice for the Work to the Village. Any payment to the Contractor from the Village is subject to the receipt by the Village of all required documentation, including, but not limited to, final lien waivers. The Village will remit payment of the Contract Sum to the Contractor in accordance with the Local Government Prompt Payment Act.

**B. Prevailing Wage.** The Village has determined that the Work provided for under this Agreement is subject to the Illinois Prevailing Wage Act, and the Contractor shall comply therewith and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute this Agreement in accordance with 820 ILCS 130/0.01, *et seq.* Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the

## EXHIBIT A

prevailing rate of wages during the term of this Agreement shall be at the expense of the Contractor and not at the expense of the Village. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to the Illinois Department of Labor as required by statute or regulation, including certified payroll records. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen, and/or mechanics engaged in the Work, and in every way defend and indemnify the Village against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Village agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien, or suit.

The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates. The Contractor and every Subcontractor has an obligation to check the Illinois Department of Labor's website for revisions to the prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the Subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under that subcontract; and (2) require each subcontractor to insert into each lower-tiered subcontract and the project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under that lower-tiered subcontract.

### **SECTION 5. SPECIAL PROVISIONS.**

**A. Compliance with Laws.** Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal, or other governmental unit or regulatory body now in effect during the performance of the Work, and the orders and decrees of any court, administrative body, or tribunal in any manner affecting performance under this Agreement. By way of example, the following are included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations, and rules with which Contractor must comply: all forms of Workers' Compensation laws; the Illinois Human Rights Act; the Illinois Substance Abuse Prevention on Public Works Projects Act; the Social Security Act; laws related to contracts let by units of government; all applicable civil rights and anti-discrimination laws and regulations; and traffic and public utility regulations.

**B. Relationship of the Parties.** The Contractor will act as an independent contractor in performing the Work. Nothing in, or done pursuant to, this Agreement shall be

EXHIBIT A

construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

**C. Conflict of Interest.** The Contractor represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**D. No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

**E. Mutual Cooperation.** The Village agrees to cooperate with the Contractor in the performance of the Work, including meeting with the Contractor and providing the Contractor with such information that the Village may have that may be relevant and helpful to the Contractor's performance of the Work. The Contractor agrees to cooperate with the Village in the performance and completion of the Work and with any other Contractors engaged by the Village.

**F. Freedom of Information Act.** The Contractor agrees to maintain, without charge to the Village, all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Contractor must produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor must notify the Village and if possible, the Village will request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Contractor's failure to Contractor documents or otherwise appropriately respond to a request under the Act, then Contractor

EXHIBIT A

will indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

**SECTION 6. GENERAL PROVISIONS.**

**A. Amendment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** This Agreement may not be assigned by the Contractor without the express prior written consent of the Village.

**C. Binding Effect.** The terms of this Agreement will bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

**D. Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by email. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt; (d) time-stamp email was sent. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Paula Schumacher  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103  
[pschumacher@bartlett.il.gov](mailto:pschumacher@bartlett.il.gov)

With a copy to:

Ancel Glink, P.C.  
140 South Dearborn Street  
Chicago, IL 60603  
Attn: Kurt Asprooth  
[kasprooth@ancelglink.com](mailto:kasprooth@ancelglink.com)

EXHIBIT A

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Justin Cooper  
Total Roofing & Construction Services, Inc.  
833 E. 158th Street  
Dolton, IL 60419  
[Provide e-mail address]

**E. Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

**F. Governing Laws.** This Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute arising out of relating to this Agreement will be in the Third District Court for the Circuit Court of Cook County, Illinois. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contractor, its successors or assigns, against the Village on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the voluntary or involuntary termination of this Contract.

**G. Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

**H. Waiver.** Neither the Village nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Contractor's right to enforce such rights or any other rights.

**I. Exhibits.** Exhibit A, the, is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement will control.

**J. Interpretation.** This Agreement will be construed without regard to the identity of the Party which drafted its provisions. Any rule of construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

**K. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, and any signatures to counterparts maybe

EXHIBIT A

delivered by facsimile or other electronic transmission and will have the same force and effect as original signatures.

**IN WITNESS WHEREOF** the Parties hereto have cause this Agreement to be executed, effective on the date first above written.

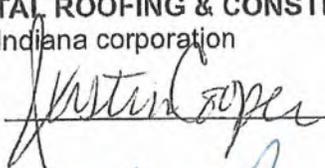
**VILLAGE OF BARTLETT,**  
an Illinois home rule municipal corporation

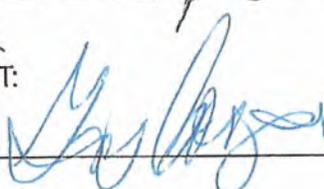
By: \_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

By: \_\_\_\_\_  
Lorna Giles, Village Clerk

**TOTAL ROOFING & CONSTRUCTION SERVICES, INC.,**  
an Indiana corporation

By:  \_\_\_\_\_

ATTEST:  \_\_\_\_\_



Total Roofing and Construction Services, Inc.  
 833 E. 158<sup>th</sup> Street  
 Dolton, IL 60419  
 P: 708-201-7550  
[www.trc-inc.com](http://www.trc-inc.com)  
 "Total satisfaction since 1985"  
 License #: 104-011280  
[Contact@totalroofingandconstruction.com](mailto:Contact@totalroofingandconstruction.com)

DATE PROPOSAL SUBMITTED: July 7, 2023

PROPOSAL SUBMITTED TO: Bartlett Salt Dome  
 Mike Warmus

LOB LOCATION: 1150 Bittersweet Drive  
 Bartlett, IL

PROPOSAL FOR: Quality New Roof System on Salt Dome

TOTAL ROOFING & CONSTRUCTION SERVICES, INC., ILLINOIS STATE  
 ROOFING LICENSE# 104.011280, PROPOSES TO FURNISH ALL THE  
 LABOR AND ALL THE MATERIALS NECESSARY FOR THE COMPLETION  
 OF:



Roof Specifications:

- 1.) Furnish all permits, licenses, & certificates of insurance.
- 2.) Furnish State of Illinois Roofing Contractor License and certificate of liability.
- 3.) Remove and dispose of all existing:
  - roofing to bare decking
  - roof exhaust ventilation
  - ODE (outer drip edges)
  - rotten or deteriorated decking

NOTE: a.) Roof shall be maintained in continuous watertight condition during construction  
 b.) Grounds and walls to be protected by tarps and/or plywood  
 c.) Jobsite will be kept clean at end of each work day.
- 4.) Rotten or deteriorated wood decking replacement - see Unit Cost (NOTE #2). Minor wood decking replacement is completed at no extra charge. Minor wood decking replacement is limited to 1 sheet or 32 sq. ft. Deck replacement will match thickness of existing deck.

Proposal for: 1150 Bittersweet Drive  
Bartlett, IL

- 5.) Existing deck preparation:
    - a.) Remove all existing penetrating nails.
    - b.) Furnish and install 8D deck nails at all loose existing sheeting.
    - c.) Sweep deck clean, and clean gutters free from debris.
  - 6.) All debris will be hauled away off/site and disposed of in a legal manner.
  - 7.) Furnish and install new Ice & Water Shield leak barrier at all:
    - valleys
  - 8.) Furnish and install new #30 felt paper over all remaining exposed decking.
  - 9.) Furnish and install new aluminum ODE (outer drip edge) at all gable ends. Color: \_\_\_\_\_
  - 10.) Furnish and install new starter strip shingles (starter course) at all eaves (gutter edges) rake edges.
  - 11.) Furnish and install new Owens Corning Duration shingles as per manufacturer's specifications. A Lifetime limited transferable warranty will be provided by the manufacturer. Color to be owner's choice from enclosed samples.  
Color: \_\_\_\_\_  
Accepted: \_\_\_\_\_
- NOTES: All work is nailed as per manufacturer's specifications.
- 12.) Furnish and install new hip and ridge caps.
  - 13.) Furnish and install new plumbing vent stack covers, 1 @ 4", 1 @ 5", 22°.
  - 14.) Furnish and install new Ventilation System.

Proposal for: 1150 Bittersweet Drive  
Bartlett, IL

- 15.) Furnish and install new aluminum counterflashing at perimeter of chimney. Seal using industrial grade caulking.  
Chimney metal color: \_\_\_\_\_
- 16.) Furnish and install new industrial grade caulking at:
- heat stack rain collars
  - exposed nail heads, last ridge cap and flashings where needed.

UPON COMPLETION OF THIS PROJECT AND PAYMENT IN FULL, A LIFETIME MANUFACTURER'S LIMITED WARRANTY ON MATERIAL, AND A 5 YEAR TOTAL ROOFING & CONSTRUCTION SERVICES, INC. AND A NON-TRANSFERABLE WARRANTY ON WORKMANSHIP WILL BE ISSUED.

TOTAL INVESTMENT COST: \$ 59,000.00  
ACCEPTED: \_\_\_\_\_

NOTE #1: If 100% decking needs to be replaced, the additional cost would be \$23,000.00.

NOTE #2: This price is per prevailing wage.

PAYMENT TERMS:

Cash/Check Payment: 1/2 Down Upon Acceptance of Proposal. Balance to be paid in full upon job completion.

Insurance Payment: Terms to be discussed. Standard practice: 1st insurance check acts as down [payment deposit if it is less than 50% of job cost, but if 50% (1/2 down) is authorized by the insurance provider then 1/2 down is required for down deposit. Balance to be paid in full upon job completion.

Financing: Terms to be discussed if utilizing Total Roofing & Construction Services, Inc. financing partners Service Finance or GreenSky. Approval and rates are subject to the financing partners review. Total Roofing & Construction Services, Inc. is not responsible for denial from our financing partners or adjusted rates due to credit history. Balance to be paid in full upon job completion.

Credit/Debit Card Payment: If paying with a Credit/Debit Card, there will be an additional 3% charge added to the total cost of your payment.

COMPANY TERMS:

This proposal may be withdrawn/voided if not signed within 15 days.

No warranty on repair work. Customers have three days from the date of contract signing to terminate their contract without penalty. If a customer chooses to cancel their contract after that time, they will incur a processing fee equal to 25% of their contract price plus the cost of any custom product. These fees will be deducted directly from the customer's down payment, or billed.

Proposal for: 1150 Bittersweet Drive  
Bartlett, IL

SAFETY:

- 1.) Total Roofing & Construction Services is ensuring a safe work environment for its employees and customers. Please refrain from climbing on ladders, scaffolding and your roof during the time Total Roofing & Construction's employees are working. This will allow everyone to have a safe work environment during your home improvement project.
- 2.) Prior to start of the project, TRC, Inc. will meet with the owner or owner's representative to discuss access and staging area for equipment, dumpsters, and materials.
- 3.) Safety equipment and warning lines, at roof perimeter and on the ground where roofing related activities shall be performed, shall be installed in compliance with TRC's written safety program.
- 4.) Project materials will be stored on the job site in accordance with good construction practices. If stored on the roof, materials will be distributed throughout the entire roof area with care for weight placement.

NOTE #1 - THE FOLLOWING ITEMS ARE OFFERED TO PREVENT MISUNDERSTANDINGS DURING YOUR PROJECT:

Tear Offs: When it is necessary to remove your existing roof, some debris and/or asphalt may fall through the sheathing boards into your attic or garage. Total Roofing & Construction will not be held responsible for any interior cleanup. We encourage covering or removing any items that require protection. Please note that the nails used to install the shingles will protrude through the roof deck and be visible in the attic.

Light Fixtures, Pictures, and Mirrors: There will be some vibration due to the roof shingling, re-siding, or installation of windows or doors on your home. Total Roofing & Construction and our suppliers cannot be held responsible for any damage due to this normal vibration, such as nail pops, hairline cracks, loosened fixtures, etc. We encourage that you also check all fixtures, pictures, mirrors, etc. to ensure they are secure. If in doubt, take them down. Total Roofing & Construction will not be responsible for these items as a result of the normal vibrations of home improvement work.

Satellites, Dish, or any Antenna Device: Total Roofing & Construction Services, Inc. is not responsible for any realignment issues or potential expenses associated with satellites dish, or any antenna device. We advise speaking with your cable, satellite, or antenna provider for appropriate realignment.

Wood Replacement: Total Roofing & Construction is not responsible for any moldy or damaged wood, which is visible from the interior of the building only. Homeowners should notify us prior to the start of their job for replacement of decking. Any wood replaced by Total Roofing & Construction will not be primed or painted unless otherwise stated, and is an extra to the contract unless otherwise noted.

Roof Rafters and Decking: Total Roofing is not responsible for air conditioning lines, electrical wiring or conduit, plumbing pipes, cable or antenna wires that are mounted in the interior rafters or decking. It is the responsibility of the homeowner to notify Total Roofing & Construction of any of these conditions prior to the start of the job.

Existing Structural Conditions: Total Roofing & Construction is not responsible for any existing structural problems; bowed out walls, loose or cracked plaster, or sags in rafters.

Plumbing Vent Pipes: Over time, cast iron pipes can rust and may need to be replaced by a plumber when lead roof flashing are removed and replaced. Should this be the case, Total Roofing & Construction will not be responsible for the additional charges or for any damages that may occur if the pipe falls from its original position.

Proposal for: 1150 Bittersweet Drive  
Bartlett, IL

Sidewalks, Driveways, and Landscaping: Reasonable care will be taken to protect sidewalks, driveways, and landscaping as much as is possible or practical. However, due to the fact this work will require the use of heavy equipment such as a crane and boom lift, we cannot predict the extent of damage this equipment may cause and any such repairs are excluded from this proposal. Homeowner will be responsible for cutting back any low hanging branches that limit Total Roofing & Construction's ability to do an efficient workmanlike job. Any trees or bushes must be cut back or trimmed prior to scheduling the start of your job.

Homeowners Association/Property Owners Association: It is the responsibility of the homeowner to notify Total Roofing & Construction of any specific rules, colors, or specifications that pertain to their Association's list of covenants before material for your project is ordered and installed. If notified after material has been ordered and installed that it does not adhere to the association's specifications and has to be changed, homeowner is responsible for the cost of any additional labor and material to remove and replace the unapproved material with material and any extra labor to adhere to the Association's covenants.

NOTE #2 - UNIT COSTS

The undersigned contract declares, for adjusting the contract sum in accordance with changes in the work additive or deductive including all labor and materials, overhead and profit, the following list of unit prices are part of this proposal. These include cost of material, labor rates, overhead, and disposal of previous material

- 1/2" x 4' x 8' CDX plywood roof decking - \$100 per unit
- 1' x 4", 1' x 6", 1' x 8" - \$4.85 a lineal foot
- 1' x 10", 1' x 12' - \$9.00 a lineal foot
- Rafter replacement - \$10.00 per lineal foot
- 2x6, 2x8, 2x10 - \$8.00 per lineal ft.
- 1/2" HD Board - \$47.00 per sheet
- 1/4" sanded plywood - \$125.00 per sheet
- Gypsum deck (panel replacement) - \$34.95 per sq. ft.
- Tectum deck - \$35.00 per sq. ft.
- Tuckpointing - \$8.00 per sq. ft.
- Grind joints and tuckpoint - \$14.00 per sq. ft.
- Remove and replace brick - \$45.00 per sq. ft.
- 1" ISO - \$1.95 per sq. ft.
- 1.5" ISO - \$2.50 per sq. ft.
- 3" ISO - \$5.00 per sq. ft.

NOTE #3 - SCHEDULING

Please realize our scheduling is contingent on having the appropriate weather for our installer's safety, local/municipality permitting ready, building product's specifications, and our current job's to-date. In many cases no one must be home for the roofing, siding, fascia, soffit, and gutter install's, and we do not require anyone to be home.

Proposal for: 1150 Bittersweet Drive  
Bartlett, IL

Hoping this meets with your approval. Please call me with any questions regarding this proposal.

Respectfully submitted,  
TOTAL ROOFING & CONSTRUCTION SERVICES, INC.

*Justin Cooper*

Justin Cooper  
Project Manager

ACCEPTANCE OF PROPOSAL

*The above prices, specifications, and conditions are satisfactory and are hereby accepted. I hereby represent and acknowledge that I am the owner, or agent for the owner, of the property and hereby authorize you to perform the work as specified. I also acknowledge that failure to pay will void all warranties. Payment will be made as specified in the terms of the contract. I agree to pay for the costs, including reasonable attorney fees and expenses, for the filing of a mechanic's lien or any legal action necessary to recover payments if they are not paid as outlined above. A finance charge of 1 1/2% per month will be added to all past due balances. This is an annual percentage rate of 18%.*

Accepted

By: \_\_\_\_\_ Date: \_\_\_\_\_



# Agenda Item Executive Summary

Item Name      Orchards Gaming Class B Liquor License Request      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 Orchards Gaming LLC. DBA Orchards Gaming.

Orchards Gaming is applying for a Class B Liquor License which allows for the retail sale of beer and wine for use and consumption on their 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.

## ATTACHMENTS (PLEASE LIST)

Staff Memo Dated 08/08/2023  
Class B Liquor License Application  
Corporate Documents  
Proof of Insurance  
Surety Bond  
Basset Training Certificate  
Copy of Lease Agreement  
Layout  
Liquor Manager Application

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve the Class B Liquor License application submitted by Orchards Gaming, LLC.

Staff:      Samuel Hughes  
Senior Management Analyst

Date:      08/08/2023

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** August 8, 2023  
**Re:** Class B Liquor License Application

---

Attached for your consideration is the liquor license application submitted by Orchards Gaming, LLC. doing business as Orchards Gaming at 978 S. Bartlett Rd. Bartlett, IL. 60103.

Orchards Gaming is requesting a Class B License. The Class B allows for the retail sale of beer and wine for use and consumption on the premises from 8:00 a.m. to 1:00 a.m. Sunday through Thursday and from 8:00 a.m. to 2:00 a.m. Friday and Saturday.

The background check was conducted in July, but at the time of writing this memo, we still do not have the results back yet. The license will not be processed until the results are back and the police department has no issues.

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 B Liquor License application submitted by Orchards Gaming LLC.

LQ-23-10  
Liquor License  
Status: Active  
Submitted On: 6/21/2023

Primary Location  
978 S BARTLETT RD  
BARTLETT, IL 60103  
Owner  
BARTLETT ORCHARDS  
PLAZA  
[REDACTED]  
60143-2443

Applicant

### 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)\*

Orchards Gaming

Entity Type\*

Limited Liability Company

Corporation or LLC Name\*

Orchards Gaming LLC

Business Phone Number\*

8476309313

Primary Business Email Address\* @

[REDACTED]

Federal Employer Identification Number\*

[REDACTED]

Retailer Occupational/Sales Tax Number\*

[REDACTED]

Nature of Business\*

Gaming Services

Number of Employees\*

2

Floor Plan @



(https://vpc3uploadedfiles.blob.core.windows.net/vpc3-files/villageofbartlett/il/20230409\_A2\_Equipmt\_Plan\_Schedule\_Wed\_Jun\_21\_2023\_sv=2021-10-04&st=2023-07-12T19%3A56%3A39Z&se=2023-07-12T20%3A41%3A39Z&sr=b&sp=r&sig=7JcZOVIVBLWdcYgpbrUaMzNSBZniBriOLQ

Attach a copy of the Articles of Organization for the LLC\*



No File Uploaded

Have you or will you be applying for a video gaming license?\*

Yes

A separate video gaming license application must be submitted.

## Additional Business Information

### Copy of Deed or Lease\*



([https://vpc3uploadedfiles.blob.core.windows.net/vpc3-files/villageofbartlett/Copy\\_of\\_Lease-Orchard\\_Gaming\\_Wed\\_Jun\\_21\\_2023\\_16-44-18.pdf?sv=2021-10-04&st=2023-07-12T19%3A56%3A39Z&se=2023-07-12T20%3A41%3A39Z&sr=b&sp=r&sig=moX2WiS6i%2F0tRoICTRBenQLzbXyAASzOsRMkebrEZZo%3D](https://vpc3uploadedfiles.blob.core.windows.net/vpc3-files/villageofbartlett/Copy_of_Lease-Orchard_Gaming_Wed_Jun_21_2023_16-44-18.pdf?sv=2021-10-04&st=2023-07-12T19%3A56%3A39Z&se=2023-07-12T20%3A41%3A39Z&sr=b&sp=r&sig=moX2WiS6i%2F0tRoICTRBenQLzbXyAASzOsRMkebrEZZo%3D))

### Certificate of Registration



No File Uploaded

Copy of  
Lease-  
Orchard  
Gaming.pdf

### Copy of County Health Permit\*



([https://vpc3uploadedfiles.blob.core.windows.net/vpc3-files/villageofbartlett/20230409\\_A2\\_Equipmt\\_Plan\\_Schedule\\_Wed\\_Jun\\_21\\_2023\\_16-37-11.pdf?sv=2021-10-04&st=2023-07-12T19%3A56%3A39Z&se=2023-07-12T20%3A41%3A39Z&sr=b&sp=r&sig=lxky1Md9o2jDUF%2BZSY8qZchNZiipVyaBeM7Yt6tL%2BYA%3D](https://vpc3uploadedfiles.blob.core.windows.net/vpc3-files/villageofbartlett/20230409_A2_Equipmt_Plan_Schedule_Wed_Jun_21_2023_16-37-11.pdf?sv=2021-10-04&st=2023-07-12T19%3A56%3A39Z&se=2023-07-12T20%3A41%3A39Z&sr=b&sp=r&sig=lxky1Md9o2jDUF%2BZSY8qZchNZiipVyaBeM7Yt6tL%2BYA%3D))

20230409\_A2  
Equipmt Plan  
Schedule.pdf

### Other Locations\*

NA

### Previous Addresses\*

Mr. Quik-EZZ: 980 S Bartlett Rd, Bartlett, IL 60103  
Suburbia Liquor: 885 Illinois Rte 59, Bartlett, IL 60103

### Has your business license ever been revoked?\*

No

### Criminal History\*

NA

### Municipal Violation History\*

NA

### Consumer Fraud Complaint\*

NA

### Specify the dollar value of goods, wares, and merchandise now on hand\*

50000

## Liquor License Application

Descriptions of the various liquor license types can be found at Bartlett Municipal Code - Chapter 3

([https://codelibrary.amlegal.com/codes/bartlett/IL/latest/bartlett\\_il/0-0-0-1583](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 B

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

No

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\*

Nilesh Patel

Home address:\*



Position held by the Liquor Manager in the business\*

Owner

Has the Liquor Manager been finger printed for the purpose of this application?\*

No

Has the Liquor Manager been fingerprinted by the Bartlett Police Department?\*

Yes

## 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\*

Nilesh Patel

Primary contact phone number\*



Secondary contact\*

Anjana Patel

Secondary contact phone number\*



## 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\*

Nilesh Patel  
Jun 21, 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.



## Corporation/LLC Search/Certificate of Good Standing

### LLC File Detail Report

File Number	[REDACTED]
Entity Name	ORCHARDS GAMING, LLC
Status	ACTIVE

### Entity Information

Principal Office  
978 S BARTLETT RD  
BARTLETT, IL 601030000

Entity Type  
LLC

Type of LLC  
Domestic

Organization/Admission Date  
Wednesday, 21 June 2023

Jurisdiction  
IL

Duration  
PERPETUAL

### Agent Information

**Name**  
NILESH PATEL

**Address**  
[REDACTED]  
BARTLETT , IL 60103

**Change Date**  
Wednesday, 21 June 2023

## **Annual Report**

**For Year**

**Filing Date**  
00/00/0000

## **Managers**

**Name**  
**Address**  
NILESH PATEL  
[REDACTED]  
BARTLETT, IL 60103

## **Series Name**

**NOT AUTHORIZED TO ESTABLISH SERIES**

[Return to Search](#)

**File Annual Report**  
**Adopting Assumed Name**  
**Articles of Amendment Effecting A Name Change**  
**Change of Registered Agent and/or Registered Office**

**Note: Form 2553 begins on the next page.**

**Where To File Form 2553 after 6/17/19**

<b>If the corporation's principal business, office, or agency is located in</b>	<b>Use the following address or fax number</b>
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	Department of the Treasury Internal Revenue Service Kansas City, MO 64999  Fax # <b>855-887-7734</b>
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming	Department of the Treasury Internal Revenue Service Ogden, UT 84201  Fax # <b>855-214-7520</b>

### Election by a Small Business Corporation

(Under section 1362 of the Internal Revenue Code)  
(Including a late election filed pursuant to Rev. Proc. 2013-30)

▶ You can fax this form to the IRS. See separate instructions.  
▶ Go to [www.irs.gov/Form2553](http://www.irs.gov/Form2553) for instructions and the latest information.

**Note:** This election to be an S corporation can be accepted only if all the tests are met under *Who May Elect* in the instructions, all shareholders have signed the consent statement, an officer has signed below, and the exact name and address of the corporation (entity) and other required form information have been provided.

Part I Election Information		
Type or Print	Name (see instructions) <b>ORCHARD GAMING LLC</b>	A Employer identification number [REDACTED]
	Number, street, and room or suite no. If a P.O. box, see instructions. <b>978 S BARTLETT RD</b>	B Date incorporated <b>06/21/2023</b>
	City or town, state or province, country, and ZIP or foreign postal code <b>BARTLETT, IL 60103</b>	C State of incorporation <b>ILLINOIS</b>

**D** Check the applicable box(es) if the corporation (entity), after applying for the EIN shown in A above, changed its  name or  address

**E** Election is to be effective for tax year beginning (month, day, year) (see instructions) . . . . . ▶ **06/21/2023**

**Caution:** A corporation (entity) making the election for its first tax year in existence will usually enter the beginning date of a short tax year that begins on a date other than January 1.

- F** Selected tax year:
- (1)  Calendar year
  - (2)  Fiscal year ending (month and day) ▶
  - (3)  52-53-week year ending with reference to the month of December
  - (4)  52-53-week year ending with reference to the month of ▶

If box (2) or (4) is checked, complete Part II.

**G** If more than 100 shareholders are listed for item J (see page 2), check this box if treating members of a family as one shareholder results in no more than 100 shareholders (see test 2 under *Who May Elect* in the instructions) ▶

<b>H</b> Name and title of officer or legal representative whom the IRS may call for more information <b>NILESH PATEL - MEMBER</b>	Telephone number of officer or legal representative [REDACTED]
---	---

**I** If this S corporation election is being filed late, I declare I had reasonable cause for not filing Form 2553 timely. If this late election is being made by an entity eligible to elect to be treated as a corporation, I declare I also had reasonable cause for not filing an entity classification election timely and the representations listed in Part IV are true. See below for my explanation of the reasons the election or elections were not made on time and a description of my diligent actions to correct the mistake upon its discovery. See instructions.

**Sign Here**

Under penalties of perjury, I declare that I have examined this election, including accompanying documents, and, to the best of my knowledge and belief, the election contains all the relevant facts relating to the election, and such facts are true, correct, and complete.

\_\_\_\_\_  
Signature of officer

MEMBER  
Title

Date

Name

Employer identification number

**Part II Selection of Fiscal Tax Year** (see instructions)**Note:** All corporations using this part must complete item O and item P, Q, or R.**O** Check the applicable box to indicate whether the corporation is:

1.  A new corporation **adopting** the tax year entered in item F, Part I.
2.  An existing corporation **retaining** the tax year entered in item F, Part I.
3.  An existing corporation **changing** to the tax year entered in item F, Part I.

**P** Complete item P if the corporation is using the automatic approval provisions of Rev. Proc. 2006-46, 2006-45 I.R.B. 859, to request (1) a natural business year (as defined in section 5.07 of Rev. Proc. 2006-46) or (2) a year that satisfies the ownership tax year test (as defined in section 5.08 of Rev. Proc. 2006-46). Check the applicable box below to indicate the representation statement the corporation is making.

1. **Natural Business Year** ▶  I represent that the corporation is adopting, retaining, or changing to a tax year that qualifies as its natural business year (as defined in section 5.07 of Rev. Proc. 2006-46) and has attached a statement showing separately for each month the gross receipts for the most recent 47 months. See instructions. I also represent that the corporation is not precluded by section 4.02 of Rev. Proc. 2006-46 from obtaining automatic approval of such adoption, retention, or change in tax year.
2. **Ownership Tax Year** ▶  I represent that shareholders (as described in section 5.08 of Rev. Proc. 2006-46) holding more than half of the shares of the stock (as of the first day of the tax year to which the request relates) of the corporation have the same tax year or are concurrently changing to the tax year that the corporation adopts, retains, or changes to per item F, Part I, and that such tax year satisfies the requirement of section 4.01(3) of Rev. Proc. 2006-46. I also represent that the corporation is not precluded by section 4.02 of Rev. Proc. 2006-46 from obtaining automatic approval of such adoption, retention, or change in tax year.

**Note:** If you do not use item P and the corporation wants a fiscal tax year, complete either item Q or R below. Item Q is used to request a fiscal tax year based on a business purpose and to make a back-up section 444 election. Item R is used to make a regular section 444 election.**Q** **Business Purpose**—To request a fiscal tax year based on a business purpose, check box Q1. See instructions for details including payment of a user fee. You may also check box Q2 and/or box Q3.

1. Check here ▶  if the fiscal year entered in item F, Part I, is requested under the prior approval provisions of Rev. Proc. 2002-39, 2002-22 I.R.B. 1046. Attach to Form 2553 a statement describing the relevant facts and circumstances and, if applicable, the gross receipts from sales and services necessary to establish a business purpose. See the instructions for details regarding the gross receipts from sales and services. If the IRS proposes to disapprove the requested fiscal year, do you want a conference with the IRS National Office?

Yes  No

2. Check here ▶  to show that the corporation intends to make a back-up section 444 election in the event the corporation's business purpose request is not approved by the IRS. See instructions for more information.

3. Check here ▶  to show that the corporation agrees to adopt or change to a tax year ending December 31 if necessary for the IRS to accept this election for S corporation status in the event (1) the corporation's business purpose request is not approved and the corporation makes a back-up section 444 election, but is ultimately not qualified to make a section 444 election, or (2) the corporation's business purpose request is not approved and the corporation did not make a back-up section 444 election.

**R** **Section 444 Election**—To make a section 444 election, check box R1. You may also check box R2.

1. Check here ▶  to show that the corporation will make, if qualified, a section 444 election to have the fiscal tax year shown in item F, Part I. To make the election, you must complete **Form 8716, Election To Have a Tax Year Other Than a Required Tax Year**, and either attach it to Form 2553 or file it separately.

2. Check here ▶  to show that the corporation agrees to adopt or change to a tax year ending December 31 if necessary for the IRS to accept this election for S corporation status in the event the corporation is ultimately not qualified to make a section 444 election.

Name	Employer identification number
------	--------------------------------

**Part III Qualified Subchapter S Trust (QSST) Election Under Section 1361(d)(2)\*** Note: If you are making more than one QSST election, use additional copies of page 4.

Income beneficiary's name and address	Social security number
Trust's name and address	Employer identification number

Date on which stock of the corporation was transferred to the trust (month, day, year) . . . . . ▶

In order for the trust named above to be a QSST and thus a qualifying shareholder of the S corporation for which this Form 2553 is filed, I hereby make the election under section 1361(d)(2). Under penalties of perjury, I certify that the trust meets the definitional requirements of section 1361(d)(3) and that all other information provided in Part III is true, correct, and complete.

Signature of income beneficiary or signature and title of legal representative or other qualified person making the election . . . . . Date

\*Use Part III to make the QSST election only if stock of the corporation has been transferred to the trust on or before the date on which the corporation makes its election to be an S corporation. The QSST election must be made and filed separately if stock of the corporation is transferred to the trust after the date on which the corporation makes the S election.

**Part IV Late Corporate Classification Election Representations** (see instructions)

If a late entity classification election was intended to be effective on the same date that the S corporation election was intended to be effective, relief for a late S corporation election must also include the following representations.

- 1 The requesting entity is an eligible entity as defined in Regulations section 301.7701-3(a);
- 2 The requesting entity intended to be classified as a corporation as of the effective date of the S corporation status;
- 3 The requesting entity fails to qualify as a corporation solely because Form 8832, Entity Classification Election, was not timely filed under Regulations section 301.7701-3(c)(1)(i), or Form 8832 was not deemed to have been filed under Regulations section 301.7701-3(c)(1)(v)(C);
- 4 The requesting entity fails to qualify as an S corporation on the effective date of the S corporation status solely because the S corporation election was not timely filed pursuant to section 1362(b); and
- 5a The requesting entity timely filed all required federal tax returns and information returns consistent with its requested classification as an S corporation for all of the years the entity intended to be an S corporation and no inconsistent tax or information returns have been filed by or with respect to the entity during any of the tax years, or
- b The requesting entity has not filed a federal tax or information return for the first year in which the election was intended to be effective because the due date has not passed for that year's federal tax or information return.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/26/2023

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

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

<b>PRODUCER</b> Olsick Insurance Group 50 75th Street, Suite 216 Willowbrook IL 60527-2393		<b>CONTACT NAME</b> Gale De Stefano <b>PHONE (A/C No. Ext.):</b> (630) 325-0199 <b>E-MAIL ADDRESS:</b> gale@olsick.com <b>FAX (A/C. No.):</b> (630) 325-0311	
<b>INSURED</b> Orchard Gaming LLC 978 S Bartlett Rd Bartlett IL 60103		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Society INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES      CERTIFICATE NUMBER: CL2362615472      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	BP93000654	06/26/2023	06/26/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY		BP93000654	06/26/2023	06/26/2024	EACH OCCURRENCE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: 978 S Bartlett Rd. Bartlett, IL 60103  
Additional Insured for General Liability: Village of Bartlett, its local liquor commissioner, president and board of trustees, all of its elected or appointed officials, employees and any volunteers while acting on behalf of the Village and the licensee. 30 Day Notice of Cancellation applies.

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



Liberty Mutual Surety: National Bond Center  
350 E. 96th Street  
Indianapolis, IN 46240  
(888) 844-2663 Fax: (866) 547-4883

## SURETY BOND PACKAGE

Thank you for choosing Liberty Mutual Surety for your bonding business. The enclosed package is a complete set of bond documents. Please file the documents in this bond package that are required by the Obligee. Some documents may not need to be filed.

**Please review the bond to ensure it is accurate - correct form, obligee, principal (contractor) details, etc. It is ultimately the responsibility of the agent and contractor to ensure the bond provided is the correct form and is properly completed.** For immediate changes or corrections, please contact your Liberty Mutual Surety office listed above.

Use the following checklist to ensure the documents are properly signed and distributed.

- Liberty Mutual will send Indemnity Agreement directly to indemnitors for electronic signatures managed by DocuSign®. Please alert your clients that their signature is required.
- The principal must sign the bond as the name is printed on the bond form. If the principal is a company, any officer of the company may sign the bond.
- This bond has been digitally signed on behalf of the Surety. An Attorney-in-fact signature is not required.
- A Power of Attorney form is included in the bond package. This form should be attached to the bond and filed with the obligee.

Liberty Mutual Surety, as part of Liberty Mutual Group, has updated its Privacy Policy, applicable to all our U.S. customers, to comply with the California Consumer Privacy Act (CCPA). Details may be read here: <https://www.libertymutualgroup.com/about-liberty-mutual-group/privacy-policy>



**LICENSE OR PERMIT BOND**

Bond No. [REDACTED]

**KNOW ALL BY THESE PRESENTS**, That we, Orchard Gaming LLC  
as Principal, of 978 S Bartlett Rd, Bartlett,  
Wayne Township, IL 60103, and the  
The Ohio Casualty Insurance Company, a New Hampshire corporation, as Surety, are held  
and firmly bound unto Village of Bartlett  
Village of Bartlett, of 228 S. Main Street, Bartlett, IL 60103  
Village of Bartlett, as Obligee, in the sum of Two Thousand Dollars And Zero Cents  
( \$2,000.00 )

for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 26th day of June, 2023 .

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS**, the Principal has been or is about to be granted a license or permit to do business as Liquor License by the Obligee.

**NOW, THEREFORE**, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

**PROVIDED, HOWEVER:**

- 1. This bond shall continue in force:
  - Until 26th day of June, 2024, or until the date of expiration of any Continuation Certificate executed by the Surety
  - OR**
  - Until canceled as herein provided.
- 2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Orchard Gaming LLC  
  
By \_\_\_\_\_ Principal



The Ohio Casualty Insurance Company  
By Timothy A. Mikolajewski  
Timothy A. Mikolajewski Attorney-in-Fact



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

The Ohio Casualty Insurance Company  
POWER OF ATTORNEY

Principal: Orchard Gaming LLC  
Agency Name: OLSICK & CO INSURANCE AGENCY Bond Number: [REDACTED]  
Obligee: Village of Bartlett  
Bond Amount: (\$2,000.00 ) Two Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company  
By: *David M. Carey*  
David M. Carey, Assistant Secretary

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

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 26, 2025  
Commission number 1128044  
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*  
Teresa Pastella, Notary Public

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

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

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

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

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

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 26th day of June, 2023.



By: *Renee C. Llewellyn*  
Renee C. Llewellyn, Assistant Secretary



Liberty Mutual Surety: National Bond Center  
350 E. 96th Street  
Indianapolis, IN 46240  
(888) 844-2663 Fax: (866) 547-4883

## TRANSACTION REPORT

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**Transaction Date:** June 26, 2023  
**Preparer Name:** Bryan Olsick  
**Preparer Email:** bryan@olsick.com

**Agency Name:** OLSICK & CO INSURANCE AGENCY  
**Agency Code:** 981617

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**Principal:**  
Orchard Gaming LLC  
978 S Bartlett Rd, Bartlett  
Wayne Township, IL 60103

**Obligee:**  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

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**Underwriting Information:**  
Submitted to and approved by eBonding

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**Bond Information:**

<b>Bond Number:</b> 999266196	<b>Effective Date:</b> June 26, 2023
<b>Bond Amount:</b> \$2,000.00	<b>Expiration Date:</b> June 26, 2024
<b>Renewal Type:</b> Renewable (by certificate)	<b>Cancel Days:</b> 30 Days
<b>Renewal Billing Method:</b> Direct Bill	<b>Class Code:</b> S942
<b>Renewal Term (Months):</b> 12	<b>Underwriting Paper:</b> The Ohio Casualty Insurance Company
<b>Renew Automatically:</b> Yes	<b>Bond Rating State:</b> Illinois
<b>Description of Bond:</b> Liquor License	

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**Invoiced To:**  
Orchard Gaming LLC  
978 S Bartlett Rd, Bartlett  
Wayne Township, IL 60103

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**Renewal Billing Information:**  
Orchard Gaming LLC  
978 S Bartlett Rd, Bartlett  
Wayne Township, IL 60103

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**Remarks:**

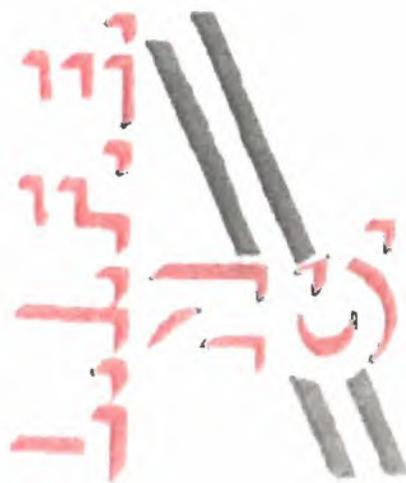
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**Premium Information:**  
**Bond Premium:** \$100.00  
**Total Premium Due:** \$100.00

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This bond is a direct billed bond. It is the applicant's responsibility to ensure payment is received in full for this new business. Payment must be received within 20 days from the date this bond was issued. If payment is not received in full, this bond may be subject to cancellation. Bond(s) changes are available for your agency through <https://agents.libertymutualsurety.com>

**Mail Payment To:**  
Liberty Mutual Insurance Company  
25761 Network Place  
Chicago, IL 60673-1257



This is to certify that

**Nilesh Patel**

has successfully completed a seminar in  
**ALCOHOL SELLER & SERVER EDUCATION TRAINING**  
State of Illinois Certified BASSET Program

**01-5A-0045737**

**ILCC Certification #**

A large, stylized handwritten signature in black ink.

Handwritten initials in black ink, possibly 'AP'.

**Instructor**

**RIDER**

This rider is to be attached to and made a part of original lease dated May 1, 2023, between Chicago Title Land Trust Co as Successor Trustee under the Provisions of Trust #144 dated March 12, 1991, Landlord and Nilesch Patel, Tenant.

**Minimum Rent**

1. From May 1, 2023 to October 31, 2023. Monthly rent [REDACTED]
2. From November 1, 2023 to April 30, 2024. Monthly rent [REDACTED]
3. From May 1, 2024 to April 30, 2025. Monthly rent is \$ [REDACTED]

The tenant is responsible for his pro rata share of CAM and Real Estate Taxes which is currently [REDACTED]. Tenant to provide Landlord with a certificate of insurance adding the Landlord as additional insured on his business policy every year.

When the tenant receives his video gaming license, a copy will be provided to the Landlord and the rent will increase to [REDACTED] per month plus his pro rata share of CAM and Real Estate Taxes. We will do a new rider with the current 5% increase per year based on new monthly rent.

**Option to Renew**

Lessor hereby grants Tenant the option to renew this lease for one (1) three (3) year period provided the tenant is not in default of any of the terms and conditions of the lease. The option to renew shall be negotiated at that time. The tenant shall exercise the option by written notice to lessor no later than one hundred eighty days (180) prior to the expiration date.

Dated this 5th day of March, 2023.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

CHICAGO TITLE LAND TRUST COMPANY  
as Trustee under Trust No. 144  
Landlord: GREGORY S. KASPRZYK  
Vice President

Nilesch Patel 4/19/23  
Nilesch Patel



# LEASE

THIS LEASE, made and entered into this 1st day of May, 2023, by and between Chicago Title Land Trust Co as Successor Trustee under the Provisions of Trust, not individually but as Trustee under Trust Agreement dated March 12, 1991 known as Trust No. 144 (hereinafter referred to as "Landlord") and Nelish Patel (hereinafter referred to as Tenant").

## WITNESSETH

### ARTICLE 1: PREMISES; TERM; LANDLORD'S RESERVATIONS; SPECIFIC ECONOMIC TERMS

Landlord, for and in considerations of the covenants and agreements hereinafter set forth, does demise and lease to Tenant for use only by Tenant and Tenant hereby leases from Landlord the premises shown cross-hatched on Exhibit A, hereto attached and made a part hereof, known as 978 S Bartlett Rd, Bartlett, IL 60103, consisting of approximately 1160 square feet (hereinafter referred to as "Premises") in Bartlett Orchards Plaza (hereinafter referred to as "Center") in the County of DuPage, Illinois. The Center consist of 15,985 square feet and Tenant's pro rata share is 7.26% percent (%).

Landlord specifically excepts and reserves to itself the use of the roof, the exterior portions of the Premises, other than the storefront, and such areas within the Premises required for installation, maintenance and repair of utility lines and other installations required to service the Center or other tenants of the Center, from time to time during the term of this Lease. No rights are conferred upon Tenant, and Landlord specifically excepts and reserves to itself, unless otherwise specifically provided, all rights to the land and improvements below the floor level of the Premises and to the air rights above the Premises and to the land and improvements located on and within the common area unless otherwise specifically provided.

The term of this Lease shall commence on May 1st, 2023 and shall end on April 30, 2025 but the provisions of this Lease shall, unless otherwise specifically set forth, apply from the date hereof.

The term "lease year" as used herein shall mean twelve (12) consecutive calendar months commencing on January 1 and ending on December 31 during the term hereof. If the term of this Lease begins on a date other than January 1 or ends on a date other than December 31, the first year and the last year, as a result thereof, shall be partial lease years. For any partial lease year the minimum annual volume used for the computation of percentage rent and any annual charge due under this Lease, if applicable, shall be prorated on the basis of the ratio of the number of days in such partial lease year to 365.

The following specific economic terms shall apply, in addition to other terms set forth elsewhere herein, subject to the conditions, rights, remedies and additional provisions set forth in the Lease:

Minimum Rent: Minimum Rent of Dollars (\$ See Schedule Attached ) per month payable as herein provided for each month of the term.

Initial Common Area Charge: The sum of eighty-five Dollars (\$ 85 ) per month payable as herein provided for each month of the term and subject to adjustment as hereinafter set forth.

Initial Real Estate Tax Escrow: The sum of two hundred-sixty-five Dollars (\$ 265 ) per month payable as herein provided for each month of the term and subject to adjustment as hereinafter set forth.

Security Deposit: The sum of two thousand two hundred Dollars (\$ 2,200 ) payable upon execution of this Lease.

Tradename: The tradename Bartlett Gaming is hereby approved by Landlord.

Purpose: the Premises shall be used to sell wine, beer and legally approved video gaming for no other purpose whatsoever.

### ARTICLE 2: RENTS; SECURITY DEPOSIT

## ARTICLE 2: RENTS; SECURITY DEPOSIT

Tenant hereby agrees to pay to Landlord, at such places as Landlord may designate in writing from time to time and without deduction or set-off of any kind, Minimum Rent as set forth in Article I, payable in advance on the first day of every calendar month of the term; provided, however, that the first monthly installment be paid upon the execution of this Lease.

All other charges set forth in this Lease shall commence on the date Minimum Rent commences and all past due rentals, additional rentals, and other sums and charges due to the Landlord under the terms of this Lease shall be subject to late charges as then currently charged by Landlord and shall bear interest at the rate of twelve percent (12%) per annum or the maximum legal rate, whichever is lesser, from the date of written notice from Landlord to Tenant that same is due by the 10<sup>th</sup> of the month. A late payment of \$50.00 will be assessed if payment is not received by that time.

Tenant shall deposit with Landlord the Security Deposit as set forth in Article I to secure Tenant's performance of each and every covenant and agreement to be performed by Tenant under this Lease. Landlord shall have the right, at its option, to apply all or part of same toward the payments of such amounts required to remedy any default of Tenant in the payment of rent or other charges or in the performance of any other covenant or agreement contained herein; provided, however, the existence of said Security Deposit shall in no way affect the rights of the Landlord in the event of any such nonpayment or failure to perform, nor shall same in any way limit Tenant's responsibility therefor. In the event of application of all or part of said Security Deposit, Tenant shall immediately upon notice from Landlord pay to Landlord an amount sufficient to restore the Security Deposit in full. Upon termination of this Lease, Landlord shall reimburse Tenant for the amount of any unused portion of said Security Deposit, less any amount due for real estate taxes, common area charges and percentage rent (if applicable) due but unpaid, and in no event shall any interest be due and owing thereon.

## ARTICLE 3: OPERATION OF THE PREMISES

The Premises shall be occupied and used only for the purpose set forth in Article I.

Tenant shall not use said Premises, nor permit same to be used, for the manufacture, sale, barter, trade, gift or service of intoxicating liquors of any nature whatsoever, as the same shall be defined under the Statutes of the United States, the State of Illinois or any municipal or other governmental authority having jurisdiction.

Tenant agrees to operate all of the Premises during the entire term of this Lease, unless prevented from doing so because of fire or casualty, and to keep open and to operate its store *with* the trained personnel necessary for efficient service, during normal business hours, days, and evenings of the week.

Tenant agrees promptly to comply with all laws, ordinances, orders and regulations of any public authority affecting the Premises, and with the recommendations of any insurance company or inspection bureau. Tenant agrees, in the Premises and at the Center, not to make, use, keep, allow or permit: any unlawful or immoral act; any use that might invalidate or increase the rate of insurance; any inflammable fluids or explosives without in each instance obtaining the prior written approval of Landlord; a nuisance, defacing or injury to the Center or Premises; overloading of the electrical lines, floors or other utility lines; any roof cuts to be made; or any waste of property. Tenant agrees to pay as additional rent any increase in the cost of insurance on the Center or Premises to Landlord as a result of any unauthorized use of the Premises by Tenant without being a waiver by Landlord of any of its other rights herein.

## ARTICLE 4: LANDLORD'S AND TENANT'S WORK

All work, other than that which has already been performed or to be performed by Landlord as provided in Exhibit B which is attached hereto and by this reference made a part hereof, shall be completed by Tenant at Tenant's expense and shall hereinafter be referred to as "Tenant's Work:"

Tenant's Work shall be completed in the time, manner and subject to the conditions provided for by Landlord. Prior to the commencement of any work Tenant shall submit complete plans and specifications to Landlord in such detail as Landlord shall require for Landlord's prior approval and no such work shall commence until Tenant shall have secured Landlord to its satisfaction for the cost of such work and any liens which may arise therefrom. Tenant's Work shall include all signs used at the Premises, the installation, design and size

of which shall be subject to Landlord's sign criteria as same shall be revised from time to time, said signs not to be installed without Tenant having first obtained the prior written approval of Landlord in each instance. Tenant's Work shall become upon completion, the property of Landlord.

#### ARTICLE 5: TAXES AND SPECIAL ASSESSMENTS

Tenant agrees to pay to Landlord "Tenant's pro rata share of the Landlord's Real Estate Taxes, incurred in each calendar year or portion thereof for the Center during the term of this Lease. Tenant shall pay said share based on Landlord's estimates, as adjusted from time to time, in advance monthly as set forth in Article 1 with final adjustment for each year between Landlord and Tenant after the end of each calendar year. For purposes hereof Real Estate Taxes shall be defined as real estate taxes and special assessments and all other taxes which apply to or are assessed by the State, County or any municipality or taxing authority in which the Center is located on Landlord's land and buildings at the Center assessed with respect to any calendar year in which all or a portion of the term of this Lease falls. Tenant's pro rata share shall be based upon the percentage that the square foot area of the Premises bears to the total square foot rentable area of Landlord's buildings at the Center, as set forth in Article 1.

#### ARTICLE 6: ADDITIONAL CONSTRUCTION

Landlord reserves the right at any time to make alterations, modifications, expansions, reductions or additions to the common areas and the Center or any part thereof and to build adjoining the same. Landlord reserves the right as to the Center at any time to do, or permit to be done, without limitation any or all of the following: add buildings or structures; change the number and location of buildings and structures; change building dimensions; change the identity and type of stores and tenancies and the dimensions thereof; change the name of the Center in which the Premises are located; convert common areas into leasable areas and expand the size of the Center by acquiring or making available additional land; provided, however, that no changes shall materially alter the size of the Premises or deny reasonable ingress to and egress from the Premises.

#### ARTICLE 7: CONDITION OF PREMISES; REPAIR AND MAINTENANCE

Tenant's taking possession of the Premises shall be conclusive evidence of Tenant's acceptance thereof in good order and satisfactory condition. Tenant agrees that no representations respecting the condition of the Premises and no promises to decorate, alter, repair or improve the Premises or the Center, either before or after the execution hereof, have been made by Landlord to Tenant unless the same are contained herein..

Tenant shall, at its sole cost and expense, make additions, improvements, alterations and repairs to or on the Premises, to utility equipment used exclusively for the Premises and to utility lines to the point of connection for Tenant, which may be required to keep same in good order, condition and repair and sanitary, clean, safe, and in slightly appearance at all times during the term of this Lease including those improvements, alterations and repairs required by any lawful authority, unless specifically made Landlord's responsibility under the next paragraph. Any such work by Tenant shall be subject to Landlord's approval, and Landlord may, but shall not be obligated to, deal directly with any such authorities respecting their requirements for additions, improvements, alterations and repairs.

Landlord agrees, at its expense, to keep the roof, foundations, utility lines from the point of connection for Tenant, exterior walls, other than the storefront and other doors, and structural system of the Premises in good condition and repair. Landlord shall not be liable to Tenant for any damages except for damage caused by the items mentioned in the previous sentence being out of repair after Landlord has had reasonable opportunity to have same repaired after being notified in writing of the need of same by Tenant. Tenant's responsibility hereunder shall include, without limitation, repair and replacement of mechanical equipment required for the Premises and included within Tenant's Work, replacement of fixtures, glass (with glass of the same size and quality), floor covering and ceiling materials, doors and door hardware and decoration of the interior and storefront of the Premises in order to maintain at all times a clean and slightly appearance. Tenant shall not attach any fixtures or articles to any portion of the Premises, nor shall Tenant make any alterations, additions, improvements, or changes or perform other work whatever in and to the Premises, including installation of trade fixtures which significantly alter the interior or exterior appearance of the Premises, without in each instance obtaining the prior written approval of the Landlord. If Tenant does not keep the Premises in a condition reasonably satisfactory to Landlord, Landlord shall have the right, after notice to Tenant except in situations deemed to be emergencies by Landlord, to make repairs or perform maintenance and Tenant shall

pay the Landlord's cost of such work promptly upon demand.

#### ARTICLE 8: ACCESS TO PREMISES

Tenant agrees that Landlord, Landlord's beneficiaries or any persons authorized by either may enter the Premises to inspect the condition of the same, to make such repairs, additions, improvements, changes or alterations to the Premises, the building or the Center as Landlord may elect to make, and to exhibit the same to prospective purchasers of the Center or to prospective tenants, and to place in and upon said Premises at such places as may be determined by Landlord "For Rent" signs or notices during the last ninety (90) days of the term thereof. Tenant undertakes and agrees that neither Tenant nor any person within Tenant's control will interfere with such signs or notices. Such entry, inspection and repairs, additions, improvements, changes or alterations as Landlord may make of the Premises, the building of which the Premises are a part, or the Center shall not constitute eviction of Tenant in whole or in part and the rent reserved shall in no way abate while such work is being done by reason of loss or interruption of business of Tenant or otherwise. If Tenant or Tenant's agents or employees shall not be present to permit entry into the Premises at any time and for any reason when entry therein shall be necessary or permissible under this Lease, Landlord, or any person authorized by Landlord, may enter same by whatever means necessary without liability therefore and without in any manner affecting the obligations, covenants, terms or conditions of this Lease.

#### ARTICLE 9: DAMAGE TO PREMISES

In the event the Premises are damaged by fire, explosion, or other casualty or occurrence to the extent of less than twenty-five percent (25/100) of the insurable value of the Premises, the damage shall be promptly repaired by Landlord at Landlord's expense; provided, however, that Landlord in no event shall be required to expend for such repair an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage. In the event of any such damage in which (a) the Premises shall be damaged to the extent of twenty-five percent (25/100) or more of the insurable value, (b) the building of which the Premises are a part is damaged to the extent of fifty percent (50%) or more of the insurable value, or (c) the damage is caused by any occurrence not covered by the Landlord's insurance or by Tenant's negligence, Landlord may elect to repair or rebuild or to terminate the Lease upon giving notice of such election in writing to Tenant within ninety (90) days of the happening of the event causing the damage; provided, however, that Landlord shall in no event be required to expend for such repairs or rebuilding an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage and provided further that, if Landlord elects to repair or rebuild, Landlord's obligation to Tenant hereunder shall be limited to repairing or rebuilding Tenant's Premises, if necessary, and restoring the site on which the building is built to a clean and safe condition. If Landlord is required to or elects to rebuild the Premises as herein provided, Tenant shall repair or replace its fixtures, furniture, furnishings, floor coverings and equipment, and stock in trade, and if Tenant has closed, Tenant shall promptly reopen for business.

#### ARTICLE 10: INSURANCE

Landlord agrees to purchase and keep in full force and effect insurance on Landlord's buildings in the Center against fire and such other risks as may be included in extended coverage insurance from time to time available in an amount not less than the greater of eighty percent (80%) of full insurable replacement value of Landlord's building in the Center or the amount sufficient to prevent Landlord from becoming coinsurer under the terms of the applicable policies and such policies shall contain a clause, if permitted at no additional premium cost, pursuant to which the insurance carriers waive all rights of subrogation against Tenant with respect to losses payable under said policies.

Tenant agrees to pay to Landlord Tenant's pro rata share of the total cost of said insurance on Landlord's buildings in the Center incurred in each calendar year or portion thereof for the Center during the term of this Lease. Tenant's pro rata share shall be based upon the percentage that the square foot area of the Premises bears to the total square foot rentable area of Landlord's buildings at the Center, as set forth in Article 1.

Tenant, at its sole cost and expense and for the mutual benefit of the title holding Trust, Landlord and the agents and employees of Landlord, agrees to purchase and keep in force and effect during the term hereof, insurance on its merchandise, inventory, contents, furniture, fixtures, equipment and other personal property located in the Premises protecting Tenant from damage or other loss caused by fire or other casualty, including but not limited to, vandalism, perils covered by extended coverage, theft, sprinkler leakage, water damage (however caused), explosion of heating

and cooling or similar apparatus, and other similar risks in amounts not less than the full insurable replacement value of such property. Such insurance policies shall contain a clause, if permitted at no additional premium cost, pursuant to which the insurance carriers waive all rights of subrogation against the title holding Trust, Landlord, and their agents and employees with respect to losses payable under said policies.

Landlord and Tenant intend that the risks of loss or damage as described above be borne by responsible insurance carriers to the extent above provided and Landlord and Tenant hereby agree to look solely to, and to seek recovery only from, the respective insurance carriers in the event of a loss of a type described above to the extent that such coverage is agreed to be provided hereunder. For this purpose, any applicable deductible amount shall be treated as though it were recoverable under such policies. Landlord and Tenant agree that applicable portions of all monies collected from such insurance shall be used toward the full compliance of the obligations of Landlord and Tenant under this Lease.

Tenant agrees to maintain during the term commencing on the date Tenant takes possession of the Premises the following insurance coverage with respect to the Premises: plate glass insurance coverage in amounts and as approved by Landlord in writing, public liability in the minimum amount of One Million Dollars (\$1,000,000.00) for the injury to or death of any person or persons and Five Hundred Thousand Dollars (\$500,000.00) for damage to property, and such other insurance and in such amounts as Landlord may require, all such insurance to have such limits per occurrence and in the aggregate and to include the title holding Trust, Landlord, and their employees and agents as insured parties and to cover claims between insured parties thereunder. Tenant further agrees that, if at any time during the term of this Lease, Tenant shall sell or serve intoxicating liquors on the Premises, Tenant will maintain liquor liability coverage on the Premises in amounts and as approved by Landlord in writing. Tenant shall provide Landlord with copies of policies or certificates prior to the date Tenant takes possession of the Premises and from time to time thereafter as required by Landlord evidencing that the aforesaid insurance is in full force and effect.

All of Tenant's policies and certificates shall provide that Landlord shall be given a minimum of ten (10) days' written notice by any such insurance company prior to the cancellation, termination or change of such coverage. All insurance herein required shall be in addition to and not in discharge of or a limitation to Tenant's obligation to indemnify Landlord, and its employees and agents as provided in this Lease. All Tenant's insurance required herein shall be with companies satisfactory to Landlord.

#### ARTICLE 11: CONDEMNATION

If any portion of the Premises, or any significant (in Landlord's determination) part of the building of which the Premises are a part or of the Center shall be taken under eminent domain proceedings, Landlord may, at Landlord's option, terminate this Lease by written notice to Tenant, such termination to be effective on or after the date possession is taken if the Premises is included in such taking or no later than one hundred eighty (180) days after the date possession is taken if the Premises is not included in such taking. If the taking of a sufficient or a certain portion of the Premises renders the balance of the Premises inadequate for the operation of Tenant's business at the Center, Tenant shall have a right to terminate this Lease upon written notice to Landlord within thirty (30) days from the date of such taking of possession, said termination to be effective not less than ninety (90) days from the date said written notice is given to Landlord. In any event, Tenant shall have no claim against Landlord by reasons of such taking or termination and shall not have claim or right to any portion of the amount that may be awarded or paid to Landlord as a result of any such taking. The entire compensation award in or by reason of said eminent domain proceedings shall belong to Landlord without any deduction therefrom for any present or future estate or interest of Tenant and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation together with any and all rights, estate and interest of Tenant now existing or hereafter arising in and to the same or any part thereof.

#### ARTICLE 12: LIENS

Tenant agrees promptly to pay for any work done, material or service furnished for or on behalf of Tenant in or about the Premises and to not permit or suffer any lien, charge or encumbrance to be placed against or to attach to the Premises or the Center, and to promptly cause any such lien, charge or encumbrance or any claim therefore to be released; provided, however, that in the event Tenant contests any such claim, Tenant agrees to indemnify and secure Landlord to Landlord's satisfaction. In the event any such lien, charge or encumbrance is placed against the Premises or the Center, Landlord may, upon Tenant's failure to secure Landlord to Landlord's satisfaction, take all action necessary to remove such lien, without any duty to investigate the validity thereof, and Tenant shall pay to Landlord, immediately on demand, all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in

this Lease, notwithstanding any default in any such mortgage, mortgages, trust deed or trust deeds, or after foreclosure thereof, so long as Tenant is not in default under any of the covenants, conditions and agreements contained in this Lease. Tenant shall execute and deliver within ten (10) days after demand in writing whatever instruments may be required for such purposes, and in conjunction therewith or at any time upon request in writing from Landlord, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the Minimum Rent, percentage rent (if applicable) and other charges have been paid and further certifying to such other additional matters as Landlord may require.

#### ARTICLE 17: ASSIGNMENT AND SUBLEASE

Tenant shall not transfer, assign, sublet, enter into a license or concession agreement or hypothecate this Lease or the Tenant's interest in and to the Premises, permit any transfer of Tenant's interest created hereby or allow any lien upon Tenant's interest by operation of law, nor permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant, without first obtaining the express written consent of Landlord. The consent by Landlord to any of the aforesaid shall not constitute a waiver of the necessity of Landlord's consent thereafter and any of the aforesaid transactions shall only be by an instrument in writing, in a form satisfactory and delivered to Landlord in advance, and shall include an agreement for the benefit of the Landlord to assume, to be bound by, and to perform the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant.

All requests for Landlord's consent shall be by written notice and, in the event Tenant requests Landlord's consent to any transaction covered under the previous paragraph and Landlord consents to such transaction, Tenant shall immediately reimburse Landlord for all expenses, including attorneys' fees incurred by Landlord in conjunction therewith in any manner whatsoever. If Tenant requests Landlord's consent to any such transaction, Landlord shall have the right, independent of Landlord's right to refuse its consent, to terminate this Lease by written notice to Tenant served within ten (10) days of receipt of Tenant's written notice to Landlord requesting such consent, such termination to be effective sixty (60) days from Tenant's receipt of Landlord's written notice of termination, unless Tenant shall by written notice to Landlord withdraw its request for Landlord's consent within five (5) days of receipt of Landlord's aforesaid election to terminate.

#### ARTICLE 18: WAIVER OF CLAIMS AND INDEMNITY

Tenant waives all claims against Landlord and its agents and employees for injury to persons or damage to property sustained by Tenant or any person claiming through Tenant resulting from any occurrence in or upon the Premises or building of which the Premises shall be a part, including, but not limited to, such claims for damages resulting from: (a) any equipment or appurtenances becoming out of repair; (b) the Premises or the building being out of repair; (c) injury or damage done or occasioned by wind, water, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, vandalism, riot or disorder or other casualty; (d) any defect in or failure of plumbing, heating, ventilating or air conditioning equipment, of electric wiring or installation thereof, of gas, water or steam pipes, and of stairs, railings or walks; (e) broken glass; (f) the backing up of any sewer pipe or downspout; (g) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain, cooling coil or any other pipe or tank in, upon or about such building or Premises; (h) the escape of steam or hot water; (i) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walk or any other place upon or near such building or Premises or otherwise; (j) the falling of any fixture, plaster or stucco; or (k) any act, omission, or negligence of other tenants, persons or occupants of said building, of adjoining or contiguous buildings or of adjacent or contiguous properties.

Tenant agrees to indemnify, defend and hold harmless Landlord and its agents and employees, from and against all claims, liabilities, losses, damages and expenses (including all costs and expenses of defending against same) for injury to or death of any person or loss of or damage to property in or upon said Premises and including the person and property of Tenant, its employees, agents, invitees, licensees or others, it being understood and agreed that all property kept, stored or maintained in or upon the Premises, shall be at the risk of Tenant. The foregoing indemnity shall be in addition to Tenant's obligation to supply the insurance as required by Article 10 and not in discharge of or substitution for same.

*all*

EXHIBIT C

RULES AND REGULATIONS

Tenant agrees to comply with and observe the following rules and regulations:

Tenant shall not place or maintain any sign, advertising matter, lettering or decoration of any kind on the exterior door, wall or window of the premises, or the glass of any window or door of the Premises, without first obtaining Landlord's written approval and consent. Tenant further agrees to maintain such sign, advertising matter, lettering, decoration or other thing as may be approved in good condition and repair at all times.

All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.

All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Premises prepared for collection in the manner and at the time and places specified by Landlord.

If the Premises are equipped with heating facilities separate from those in the remainder of the Center, Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

Tenant and Tenant's employees shall park their cars only in those parking areas designated for that purpose by Landlord.

The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein.

Tenant shall not burn any trash or garbage of any kind in or about the Premises, or the Center.

Tenant shall not make noises, cause disturbances, or create odors which may be offensive to other tenants of the Center or their officers, employees, agents and customers.

Tenant shall commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Premises may be located, or in the Center.

**EQUIPMENT SCHEDULE**

THIS SCHEDULE IS SUBJECT TO CHANGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, LICENSES, AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND ALL OTHER AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, LICENSES, AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND ALL OTHER AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, LICENSES, AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND ALL OTHER AGENCIES.

NO.	DESCRIPTION	MANUFACT.	MODEL	REMARKS	PLUMBING		ELECTRICAL		REFRIG.		GAS	
					REQ.	INST.	REQ.	INST.	REQ.	INST.	REQ.	INST.
1	REFRIGERATOR											
2	STOVE											
3	DISHWASHER											
4	REFRIGERATOR											
5	STOVE											
6	DISHWASHER											
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100	REFRIGERATOR											

**HEALTH DEPT. NOTES:**

1. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE HEALTH DEPARTMENT REGULATIONS.
2. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE HEALTH DEPARTMENT REGULATIONS.
3. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE HEALTH DEPARTMENT REGULATIONS.
4. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE HEALTH DEPARTMENT REGULATIONS.

**Exhibit C**

**PROPOSED EQUIPMENT PLAN 1**



Document Record:  
 Date: 11/11/09  
 By: [Name]

**IPA**  
**PURCHIT**  
**ARCHITECTS**  
 211 BROADWAY  
 SUITE 200  
 BOSTON, MA 02108  
 TEL: 617-778-8877  
 FAX: 617-778-8878  
 www.purchit.com

Interior Tenant Build-out for:  
**Video Gaming Cafe**  
 978 S. Bartlett Road, Bartlett, IL  
 Business Name: Bartlett Gaming

PROPOSED EQUIPMENT / FLOOR PLAN  
**A2**  
 978 PROJECT NUMBER  
 23172100



LM-34

Liquor Manager

Application

Status: Active

Submitted On: 8/7/2023

Primary Location

No location

Applicant

Nilesch Patel

[Redacted]

[Redacted]

[Redacted]

Bartlett, Illinois 60103

### Statement of Liquor Manager

Name of Business\*

Orchards Gaming LLC

Business Address:\*

978 south Bartlett Road

Business Telephone Number\*

8476309313

Liquor Manager Name\*

Nilesch Patel

Home Address\*

[Redacted]

Previous address

Home Telephone Number\*

[Redacted]

Date of birth\*

[Redacted]

Place of birth\*

India

Social Security Number\*

[Redacted]

Drivers License Number\*

[Redacted]

State issued by

IL

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

Yes

**Date fingerprinted?\***

07/17/2023

**Have you ever been convicted of a felony under any Federal or State law in the last 10 years?\***

No

**Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality?\***

No

**Have you ever been convicted of a violation of any Federal, State or Local Liquor law?\***

No

**Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in the questions above?\***

No

**Has any license previously issued to you by Federal, State or Local authorities been revoked?\***

No

**In what capacity are you employed by the applicant?\***

Manger

**Give name of person who appointed you in your present capacity\***

Nilesh Patel

**Date of appointment**

08/27/2023

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

Mr quick suburbia liquor

**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\***

Liquor

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

40

## AFFIDAVIT

Petitioner swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws of the State of Illinois or the Laws of the State of Illinois or the Laws of the United States of America, in the conduct of the place of business described herein. The undersigned further swears (of affirms) that he/she shall conduct the business in a manner consistent with all representations made on this application and consistent with any representations made before the Local Liquor Commissioner.

By checking this box I agree to the above without reservation.\*

Nilesh Patel  
Aug 7, 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.\*

Nilesh Patel  
Aug 7, 2023



# Agenda Item Executive Summary

Item Name      Class C Liquor License Request- Bartlett Liquors and Wine Inc.      Committee or Board      Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Attached for your consideration is a Liquor License application submitted by Bartlett Liquors and Wine Inc. DBA Bartlett Liquors.

Bartlett Liquors is applying for a Class C Liquor License which allows for the retail sale of alcoholic liquor from 8:00 a.m. to 10:00 p.m. Sunday through Thursday and 8:00 a.m. to 12:00 a.m. (midnight) Friday and Saturday.

## ATTACHMENTS (PLEASE LIST)

Staff Memo Dated 08/07/2023  
Class C Liquor License Application  
Business Documentation  
Surety Bond  
Proof of Insurance  
Basset Training Certificate  
Layout  
Copy of Lease Agreement  
Letter from Police Department  
Liquor Manager Application

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve the Class C Liquor License application submitted by Bartlett Liquors and Wine Inc. DBA Bartlett Liquors.

Staff: Samuel Hughes

Date: 08/07/2023

Sr. Management Analyst

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Sr. Management Analyst  
**Date:** August 7, 2023  
**Re:** Class C Liquor License Application

---

Attached for your consideration is the liquor license application submitted by Bartlett Liquors and Wine DBA Bartlett Liquors at 1072 Army Trail Rd.

Bartlett Liquors is requesting a Class C License. The Class C allows for the retail sale of alcoholic liquor for purchase from 8:00 a.m. to 10:00 p.m. Sunday through Thursday and from 8:00 a.m. to 12:00 a.m. (midnight) Friday and Saturday.

As the attached memo from the police department indicated, the applicant satisfies the requirements for the license 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 C Liquor License application submitted by Bartlett Liquor and Wine DBA Bartlett Liquor.



Articles of Incorporation\*

Have you or will you be applying for a video gaming license?\*

No



(https://vpc3uploadedfiles.blob.core.windows.net/vpc3-files/villageofbartlett/articles\_of\_corp\_Mon\_Jun\_26\_2023\_21-46-41.pdf?sv=2021-10-04&st=2023-08-04T17%3A35%3A04Z&se=2023-08-04T18%3A20%3A04Z&sr=b&sp=r&sig=8cVSTIt4oRG77i%2BL562FMNHMJNT8jL%2FUUIJ%2FXWWxvgi4%3D)

articles  
of  
corp.pdf

Corporate Officers

Name\*

Residential Address\*

Narinder kaur Sohi



Corporate Role\*

Birth date\*

Director



Percentage of total stock held\*

100

Additional Business Information

Copy of Deed or Lease\*

Certificate of Registration



(https://vpc3uploadedfiles.blob.core.windows.net/vpc3-files/villageofbartlett/new\_4DE2-8DAF-A75B7C85503A\_Mon\_Jul\_17\_2023\_11-04-10.jpg?sv=2021-10-04&st=2023-08-04T17%3A35%3A04Z&se=2023-08-04T18%3A20%3A04Z&sr=b&sp=r&sig=IrEwHWN5I9GcQ94zhOIsJ540Xu5FbYRb7MhoJ6ltyho%3D)

662B6EA2-5E8B-4DE2-8DAF-A75B7C85503A.jpg

Copy of County Health Permit\*



(https://vpc3uploadedfiles.blob.core.windows.net/vpc3-files/villageofbartlett/FED52EA2-C424-42D5-AFC8-B6A24D019C52\_Mon\_Jul\_17\_2023\_at\_11-41-23.jpeg?sv=2021-10-04&st=2023-08-04T17%3A35%3A04Z&se=2023-08-04T18%3A20%3A04Z&sr=b&sp=r&sig=4ge4zxLpowi2pdd81zVa%2BL%2BZGsT1GJipv83IsRC009M%3D)

FED52EA2-C424-42D5-AFC8-B6A24D019C52.jpg

Other Locations\*

No

Previous Addresses\*

No

Has your business license ever been revoked?\*

No

Criminal History\* ②

No

Municipal Violation History\* ②

no

Consumer Fraud Complaint\* ②

no

Specify the dollar value of goods, wares, and merchandise now on hand\*

10000

## 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](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 C

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

No

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\*

Narinder K sohi

Home address:\*

[REDACTED]

Position held by the Liquor Manager in the business\*

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

Date fingerprinted:\*

07/18/2023

## 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\*

balraj sohi

Primary contact phone number\*

[REDACTED]

Secondary contact\*

balraj sohi

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\*

narinder k sohi  
Jul 17, 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.

# Taxpayer Notification

## Business Authorization



#BWNKMGV  
#CNXX X2X8 1582 92X6#  
BARTLETT LIQUORS AND WINE INC  
BARTLETT LIQUORS  
1072 W ARMY TRAIL RD  
BARTLETT IL 60103

July 19, 2023



Letter ID: [REDACTED]

Account ID: [REDACTED]

## We have issued your Certificate of Registration.

We have issued your Illinois Business Authorization.

Please verify that all of the information on the Business Authorization is correct. If all of the information is correct, you may print a paper copy from a MyTax Illinois account to visibly display at the business listed.

Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at [tax.illinois.gov](http://tax.illinois.gov) or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

**CENTRAL REGISTRATION DIVISION  
ILLINOIS DEPARTMENT OF REVENUE  
PO BOX 19030  
SPRINGFIELD IL 62794-9030**

Enclosure(s)

**Verify that all of your Illinois Business Authorization information is correct.**

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the address listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

**Illinois Business Authorization**

OFFICIAL DOCUMENT

**BARTLETT LIQUORS AND WINE INC**

**DBA: BARTLETT LIQUORS**

**1072 W ARMY TRAIL RD**  
**BARTLETT IL 60103**

**Loc. Code: 022-0063-5-001**

**Bartlett (DuPage)**  
**DuPage County**

**Expiration Date:**  
**07/18/2024**

**Certificate of Registration**

Sales and use taxes and fees

**ILLINOIS REVENUE**

*[Signature]*  
Director

**Issued Date: 07/19/2023**

OFFICIAL DOCUMENT

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

Filing Fee: \$150

File #: 74213545

Approved By: MJE

**FILED**  
**APR 13 2023**  
**Alexi Giannoulis**  
**Secretary of State**

1. Corporate Name: BARTLETT LIQUORS AND WINE INC.

2. Initial Registered Agent: NARINDER K SOHI

	First Name	Middle Initial	Last Name
Initial Registered Office:	<u>[REDACTED]</u>		
	Number	Street	Suite No.
	<u>CAROL STREAM</u>	<u>IL</u>	<u>60188-6082</u>
	City	ZIP Code	County
			<u>DU PAGE</u>

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
<u>COMMON</u>	<u>1000</u>	<u>1000</u>	<u>\$ 1000</u>

**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 APRIL 13, 2023  
Month & Day Year

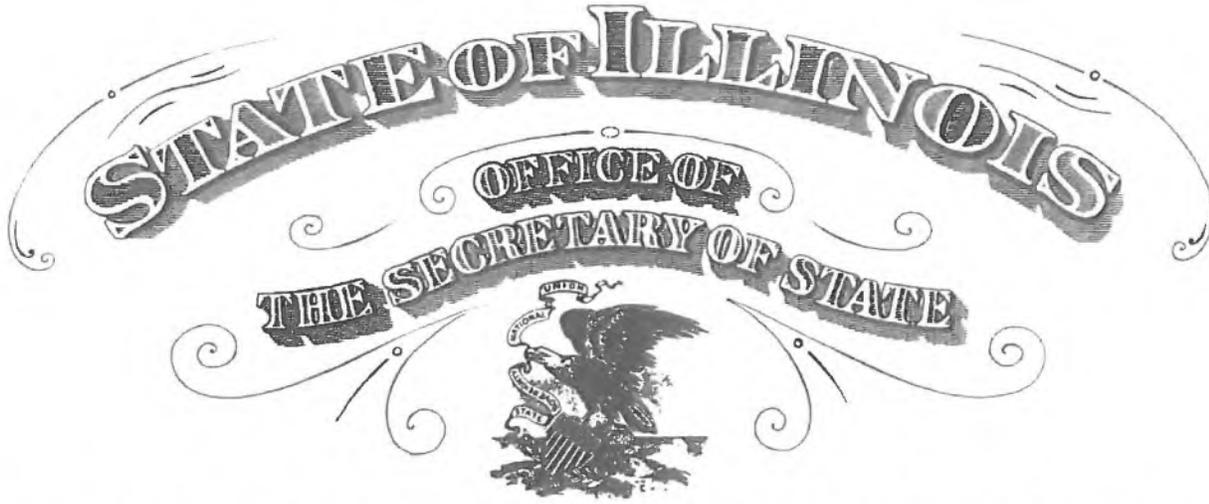
NARINDER K SOHI  
Name

[REDACTED]  
Street

CAROL STREAM IL 60188  
City/Town State ZIP Code

File Number

7421-354-5



**To all to whom these Presents Shall Come, Greeting:**

*I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

BARTLETT LIQUORS AND WINE INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 13, 2023, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 27TH day of JUNE A.D. 2023 .***



Authentication #: 2317805712 verifiable until 06/27/2024  
Authenticate at: <https://www.ilsos.gov>

*Alexi Giannoulas*  
SECRETARY OF STATE



Effective Date: July 20th, 2023

# Western Surety Company

## LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. [REDACTED]

That we, Bartlett Liquors and Wine Inc.

of Bartlett, State of Illinois, as Principal,  
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of  
Illinois, as Surety, are held and firmly bound unto the

Village of Bartlett, State of Illinois, as Obligee, in the penal

sum of Two Thousand and 00/100 DOLLARS (\$2,000.00),  
lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made,  
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been  
licensed Liquor Store

by the Obligee.

NOW THEREFORE, if the 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 until  
July 20th, 2024, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class  
U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration  
of thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety  
shall be relieved from any liability for any acts or omissions of the Principal subsequent to said  
date. Regardless of the number of years this bond shall continue in force, the number of claims made  
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of  
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total  
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be  
cumulative.

Dated this 20th day of July, 2023.

Bartlett Liquors and Wine Inc.

Principal

Principal

WESTERN SURETY COMPANY

By

Paul T. Brullat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

On this 20th day of July, 2023, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



My Commission Expires: February 12, 2027

*S. Green*  
Notary Public — South Dakota

ACKNOWLEDGMENT OF PRINCIPAL  
(Individual or Partners)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL  
(Corporate Officer)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public



License or Permit No. \_\_\_\_\_

LICENSE AND PERMIT  
BOND  
As

of \_\_\_\_\_

State of \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Address \_\_\_\_\_

Filed \_\_\_\_\_

Approved this \_\_\_\_\_

day of \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor Store

bond with bond number [REDACTED]

for Bartlett Liquors and Wine Inc.

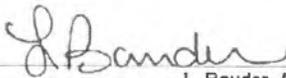
as Principal in the penalty amount not to exceed: \$ 2,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. 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 said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President with the corporate seal affixed this 20th day of July,  
2023

ATTEST



L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By



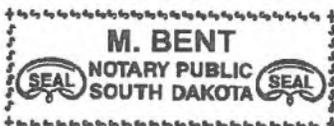
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 20th day of July, 2023, before me, a Notary Public, personally appeared  
Paul T. Bruflat and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the  
voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026



Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



Billing Questions (888) 866-2666  
Email [info@cnasurety.com](mailto:info@cnasurety.com)

Premium \$50.00

Bartlett Liquors and Wine Inc.  
1072 W Army Trail Rd  
Bartlett, IL 60103

**Amount Due** \$50.00

**Bond Detail**

**Bond #** [REDACTED]  
**Company** Western Surety Company  
**Effective Date** 07/20/2023  
**Anniversary Date** 07/20/2024  
**Bond Amount** \$2,000.00  
**Description** Liquor Store

**Agent Information** **Messages**

F S I A Rafael H. Sandoval  
506 W. Northwest Hwy  
Arlington Heights, IL 60004  
(847)398-7608

**Payment Instructions**



- **Pay Online at [ONLINEPAY.CNASURETY.COM](https://ONLINEPAY.CNASURETY.COM)**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt  
Make check payable to CNA Surety  
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Bartlett Liquors and Wine Inc.  
**Bond #** [REDACTED]  
**Company** 0601  
**Agency** 12-21592  
F S I A Rafael H. Sandoval

**Payment Due** 07/20/2023 **Amount Due** \$50.00

**CNA Surety Direct Bill**  
PO Box 957312  
St Louis, MO 63195-7312

0003001 01221592000007202023 00601006673228500 00000000500002





## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> INSURANCE EXPERT GROUP INC		<b>NAMED INSURED</b> BARTLETT LIQUORS AND WINE INC.	
<b>POLICY NUMBER</b> SEE ACORD 25		1072 W Army Trail Rd Bartlett, IL 60103	
<b>CARRIER</b> SEE ACORD 25	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b> SEE ACORD 25	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Notice of Cancellation will be provided in accordance with Form SL9013, attached to this policy. The Business Liability Coverage Part includes a Blanket Additional Insured By Contract Endorsement, Form SL 30 32. Village of Bartlett its local liquor commissioner, president and board of trustees, all of its elected appointed officials, employees and any volunteer while acting on behalf of the village and the licensee.

# Illinois BASSET SELLER / SERVER CERTIFICATION

**Trainee Name:** Narinder sohi

**Certificate #:** 000029297403

**Date of Completion:** 07/19/2023

**School Name:**

**360training.com dba Learn2Serve**

I, 

**certify that the above named person  
successfully completed an approved  
Learn2Serve Seller/Server course.**

This course provides necessary  
knowledge and techniques for the  
responsible serving of alcohol.

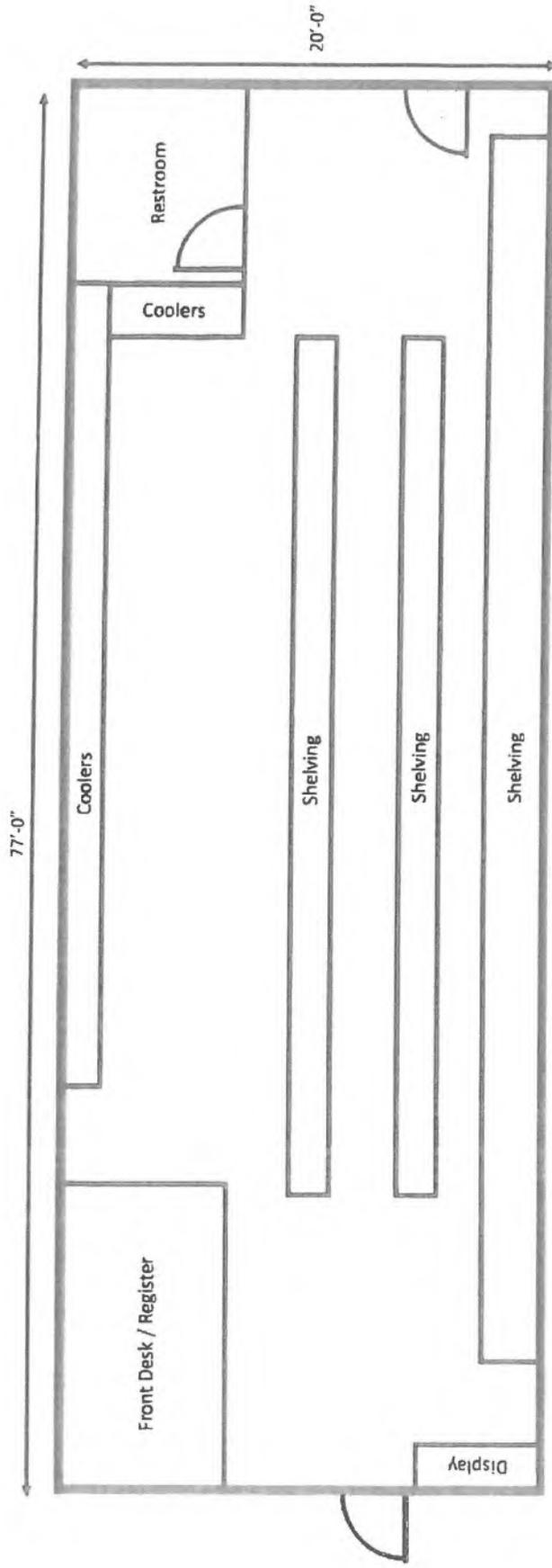
This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to [support@360training.com](mailto:support@360training.com).



**Corporate Headquarters**

5000 Plaza on the Lake, Suite 305  
Austin, TX 78746  
Phone: 877.881.2235

Bartlett Liquors and Wine  
Proposed Floor Plan



**SHOPPING CENTER LEASE**

**between**

**59<sup>th</sup> & Army Trail LLC,  
an Illinois limited liability company, Landlord**

**and**

**Bartlett Liquors & Wine, Inc., Tenant**

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## EXHIBITS

- Exhibit A: Shopping Center Site Plan
- Exhibit B: Legal Description of Shopping Center
- Exhibit C: Design Criteria for Tenant's Signage
- Exhibit D: Description of Tenant's Work
- Exhibit E: Description of Landlord's Work – Intentionally Omitted
- Exhibit F: Rules and Regulations
- Exhibit G: Tenant Estoppel Certificate
- Exhibit H: Exclusive Uses
- Exhibit I: Guaranty

## SHOPPING CENTER LEASE

1. **Date and Parties.** This Lease is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between 59<sup>th</sup> & Army Trail LLC, an Illinois limited liability company (“Landlord”), and Bartlett Liquors & Wine, Inc. (“Tenant”).

2. **List of Exhibits.** The following exhibits attached to this Lease are incorporated by reference herein and are construed to be a part hereof:

- Exhibit A: Shopping Center Site Plan
- Exhibit B: Legal Description of Shopping Center
- Exhibit C: Design Criteria for Tenant’s Signage
- Exhibit D: Description of Tenant’s Work
- Exhibit E: Description of Landlord’s Work – Intentionally Omitted
- Exhibit F: Rules and Regulations
- Exhibit G: Estoppel Certificate
- Exhibit H: Exclusive Uses
- Exhibit I: Guaranty

3. **Leased Premises Defined.** Landlord hereby leases to Tenant and Tenant hereby rents from Landlord that certain space (“Leased Premises”), containing approximately one thousand five hundred & forty-six (1,538) square feet of floor area. The floor area of the Leased Premises and all other floor area determinations contemplated under the terms of this Lease shall be determined by Landlord’s architect, which determination shall be binding on Landlord and Tenant. For purposes of this Lease, the floor area of the Leased Premises shall be deemed to include Tenant’s Pro Rata Share (as defined herein) of the sprinkler room servicing the building in which the Leased Premises are located. Landlord reserves (i) the exclusive use of the exterior walls (other than storefronts), the roof, the airspace above the roof and the space below the floor slab; and (ii) the right to install, maintain, use, repair, and/or replace pipes, ducts, conduits and wires in the space above the interior surfaces of the ceilings, below the finished floor, within the demising walls of the Leased Premises and in all common areas of the Shopping Center (as hereinafter defined).

The location of the Leased Premises is cross-hatched and outlined in Yellow on Exhibit A attached hereto and is commonly known as 1072 Army Trail Road. The entire tract of land shown on Exhibit A and of which the Leased Premises are a part is legally described on Exhibit B attached hereto; such entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereinafter referred to as the “Shopping Center,” and are commonly known as the Galleria of Bartlett.

4. **Lease Term/Minimum Rent Commencement/Rent Defined.** The term of this Lease ("Lease Term") shall commence on the date which is three (3) months after the Possession Date (defined in Paragraph 5 of this Lease), such date hereinafter referred to as the "Term Commencement Date." The obligation of Tenant to pay Minimum Rent (as defined in Paragraph 8 of this Lease) shall commence and accrue as of and on the Term Commencement Date. The obligation of Tenant to pay its Pro Rata Share (as defined in Paragraph 17 of this Lease) of Real Estate Taxes (as defined in Paragraph 17 of this Lease), Insurance Payments (as defined in Paragraph 18 of this Lease) and Common Area Charges (as defined in Paragraph 19 of this Lease) shall commence and accrue as of the earlier to occur of (i) the date on which Tenant receives its license from the Village of Bartlett or (ii) the date which is ninety (90) days after the Possession Date (the "Additional Rent Commencement Date"). All other obligations and liabilities imposed on Tenant under this Lease, other than payment of Rent as aforesaid, including, without limitation, those which shall accrue during the Lease Term, shall commence as of the Possession Date. The term of this Lease shall end on the last day of the fifth (3<sup>rd</sup>) consecutive Lease Year (as that term is defined in Paragraph 7 of this Lease) following the Term Commencement Date, hereinafter referred to as the "Lease Expiration Date," unless terminated sooner as provided in this Lease or as extended pursuant to Paragraph 12 below. For all purposes under this Lease, "Rent" shall be deemed to mean, on a collective basis, Minimum Rent, Tenant's Pro Rata Share of Real Estate Taxes, Insurance Payments and Common Area Charges, and any and all other sums or payments, of any nature whatsoever, due from Tenant to Landlord under the terms of this Lease.

5. **Occupancy/Delivery of Possession.** Landlord agrees that it shall use reasonable efforts to deliver possession of the Leased Premises to Tenant on or before July 18th, 2023 (the "Possession Date"). For all purposes of this Paragraph 5, Landlord shall be deemed to have "delivered possession" when Landlord has advised Tenant that possession of the Leased Premises is available to Tenant pending Tenant's delivery of the certificate of insurance required pursuant to Paragraph 28 below and the Estoppel Certificate described in this Paragraph 5. In the event that, for any reason or cause whatsoever, Landlord fails to deliver possession of the Leased Premises to Tenant on or before the Possession Date, Landlord shall not be subject to any liability for such failure, and the Possession Date shall be the date on which Landlord actually delivers possession of the Leased Premises to Tenant. It is understood and agreed that, in the event that Landlord delivers possession of the Leased Premises to Tenant prior to the Possession Date specified above in this Paragraph 5, then the Possession Date shall be deemed to be the actual date on which Landlord delivers possession of the Leased Premises to Tenant. It is further understood and agreed that, as of 12:01 a.m. on the Possession Date, and continuing throughout the Lease Term, the Tenant shall comply with, and perform, on a timely basis, all of the obligations and liabilities imposed on Tenant under the terms of this Lease, whether of a monetary or a nonmonetary nature. NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, TENANT ACKNOWLEDGES AND AGREES THAT TENANT IS ACCEPTING THE LEASED PREMISES IN "AS IS", "WHERE IS" CONDITION SUBJECT TO "ALL FAULTS", INCLUDING, BUT NOT LIMITED TO, BOTH LATENT AND PATENT DEFECTS OF THE LEASED PREMISES AND ANY AND ALL SYSTEMS OR IMPROVEMENTS LOCATED THEREIN. TENANT HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION AND USE OF THE LEASED PREMISES AND ANY SYSTEMS OR IMPROVEMENTS LOCATED THEREIN, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Concurrently with

delivery of the Leased Premises to Tenant, Tenant shall execute and deliver to Landlord an Estoppel Certificate in the form attached to this Lease as Exhibit G and completed with all relevant dates based upon the terms and provisions of this Lease.

6. **Performance of Tenant's Work.** If Tenant is obligated to perform certain construction work in and to the Leased Premises as set forth in Exhibit D, then commencing on the Possession Date, Tenant shall expeditiously commence, perform and diligently complete its obligations as described on Exhibit D. Tenant shall complete its work not later than ninety (90) days after the Possession Date or sooner. In the event that Tenant fails to timely satisfy its obligations as described on Exhibit D, Tenant shall cure the problem within thirty (30) days. Prior to the Additional Rent Commencement Date, Tenant shall furnish detailed evidence, satisfactory to Landlord, as to the cost of Tenant's work; that Tenant's work has been completed and paid for in full; and that any and all liens for such work that have been or may be filed, have been released or satisfied of record. In no event shall Tenant open for business until all of the evidence described in the immediately preceding sentence has been furnished to Landlord.

7. **Lease Year.** The term "Lease Year," as referred to in this Lease, means a period of twelve (12) consecutive calendar months commencing on the Term Commencement Date; provided, however, if the Term Commencement Date does not occur on the first day of a calendar month, then the first Lease Year shall commence on the first day of the first calendar month after the Term Commencement Date. Each succeeding Lease Year shall commence upon the anniversary of the commencement date of the first Lease Year.

8. **Minimum Rent.** Tenant agrees to pay to Landlord as "Minimum Rent", without notice or demand or setoff of any kind, the monthly sum as set forth in Paragraph 9 below, in advance, on or before the first day of each and every successive calendar month during the Lease Term, except the first month's Minimum Rent shall be paid upon the execution of this Lease. Rent and other charges to be paid to Landlord under this Lease for any period less than one (1) month shall be a prorated on a per diem basis. All Rent and other charges due under this Lease shall be payable to 59<sup>th</sup> & Army Trail, LLC at 1307 Schiferl Road, Bartlett, Illinois 60103, or at such other place as Landlord may from time to time designate in writing. Tenant agrees to supply Landlord with ACH payment information for automatic withdrawals of invoice amounts on due date.

9. **Minimum Rent Amounts.** Minimum Rent shall be payable during the Lease Term as follows:

<u>Effective Period:</u>	<u>PSF Rent:</u>	<u>Monthly Minimum Rent:</u>	<u>Annual Minimum Rent:</u>
Lease Year 1	\$20.00	\$2,563.33	\$30,760.00
Lease Year 2	\$21.50	\$2,755.58	\$33,067.00
Lease Year 3	\$22.15	\$2,838.89	\$34,066.70
Lease Year 4	\$22.81	\$2,923.48	\$35,081.78
Lease Year 5	\$23.50	\$3,011.92	\$36,143.00

10. **Expenses are NNN.**

11. **Security Deposit.** Concurrently with Tenant's execution of this Lease, Tenant will deposit with Landlord the sum of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00). Such sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from its general funds but may commingle the security deposit with Landlord's own funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit, or any balance thereof, shall be promptly returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) following expiration of the Lease Term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest and shall have no further liability with respect thereto. Upon such transfer, Tenant shall look solely to the new landlord or lender for the return of the security deposit and the provisions hereof shall apply to every transfer or assignment made of the security deposit to a new landlord. Tenant shall not assign or encumber or attempt to assign or encumber the security deposit and neither Landlord nor its successors or assigns shall be bound by any such assignment or attempted assignment, or encumbrance. Notwithstanding anything to the contrary contained in this Paragraph 11, if any claims of Landlord exceed the amount of the Security Deposit, Tenant shall remain liable for the balance of such claims. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the security deposit shall be applied first to the payment of Rent due Landlord for all periods prior to the filing of such proceedings.

12. **Options to Renew.** Tenant shall have and is hereby granted the option to extend the term of this Lease for two (2) additional periods of five (5) years each upon the same terms, conditions and rental contained in this Lease, except that, in lieu of the Minimum Rent due and payable during the original term of this Lease or the option period, as the case may be, the Minimum Rent shall be payable in such amounts as are set forth in Paragraph 13 of this Lease. Tenant must notify Landlord, in writing, and by certified mail, return receipt requested, of its election to exercise its option to extend the Lease Term at least one hundred and twenty (120) days prior to the expiration of the original Lease Term or any option period, as the case may be. The renewal options set forth in this Paragraph 12 cannot be exercised by Tenant unless (i) Tenant is current in its payments of all installments of Minimum Rent, Common Area Charges, Real Estate Taxes and Insurance Payments and any other charges due under this Lease; and (ii) Tenant is in occupancy and conducting business from the Leased Premises, and (iii) Tenant is not otherwise in default under any of the covenants and obligations contained in this Lease.

13. **Option Period Minimum Rent Amounts.** Minimum Rent shall be payable during the option periods hereof as follows:

<u>Effective Period:</u>	<u>PSF Rent:</u>	<u>Monthly Minimum Rent:</u>	<u>Annual Minimum Rent:</u>
Lease Year 6			
Lease Year 7			
Lease Year 8			
Lease Year 9			
Lease Year 10			
Lease Year 11			
Lease Year 12			
Lease Year 13			
Lease Year 14			
Lease Year 15			

14. Use.

(a) Subject to Tenant's compliance with the exclusive uses set forth on Exhibit H that have been granted by Landlord prior to the date of this Lease, Tenant shall use the Leased Premises for Packaged Liquor Sales and the establishment at the Leased Premises so long as it is licensed by all applicable governmental bodies, including, but not limited to, the Village of Bartlett (collectively, the "Permitted Use"), and shall not use or permit the Leased Premises to be used for any other purpose without the prior written consent of Landlord, it being acknowledged and agreed by Tenant that Landlord shall not be deemed to have unreasonably withheld its consent to any changed use if such changed use would (x) violate any exclusive uses that may have been granted by Landlord prior to, or after the date of this Lease, (y) compete with any then existing use or operation of any other tenants or occupants of the Shopping Center, or (z) otherwise violate any terms or provisions of this Lease. Tenant shall not do or permit anything to be done in or about the Leased Premises nor bring or keep anything therein which is not within the permitted use of the Leased Premises or which will in any way increase the existing rate of, or affect, any fire or other insurance policy for the building of which the Leased Premises are a part or any of its contents, or cause a cancellation of any insurance policy covering said building, or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center or injure or annoy them, or use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises. No use shall be permitted in the Shopping Center which is inconsistent with the operation of a first-class retail Shopping Center. Tenant shall not commit, or allow to be committed, any waste in or upon the Leased Premises.

(b) No merchandise, equipment or services, including, but not limited to, vending machines and similar items, shall be displayed, offered for sale or lease, or stored within the common areas of the Shopping Center; provided, however, that the foregoing prohibition shall not be applicable to temporary Shopping Center promotions, except that no promotional

activities will be allowed in the common areas of the Shopping Center without the prior written approval of the Landlord which approval may be withheld by Landlord in its sole and absolute discretion, and which may require third party approval. Landlord makes no representation or warranty, of any nature or kind, concerning Landlord's ability to obtain such third party consent. Tenant shall be responsible, at Tenant's sole cost and expense, for cleaning up and restoring any damage to the sidewalk caused by the display and sale of merchandise.

(c) VOID

(d) During the Lease Term, Landlord shall not lease any portion of the Shopping Center, other than the Leased Premises, to a Competing Business (as defined herein) (the "Exclusive Use Protection"). "Competing Business" shall mean a business that uses all or any portion of its premises in the Shopping Center for the Exclusive Use, excluding any business occupying premises directly or (as an assignee, sublessee or concessionaire) indirectly under a Permitted Lease (as defined herein); provided, however, Landlord shall not consent to or approve of any change in the use contained in a Permitted Lease which violates the Exclusive Use. A "Permitted Lease" shall mean a lease that was executed prior to the execution of this Lease (a "Prior Lease"), a renewal or extension of a Prior Lease, or a new lease that is executed by a business that leased or occupied premises in the Shopping Center directly or indirectly under a Prior Lease (provided that in the case of a new lease, such new lease does not grant greater rights to use the leased premises for the Exclusive Use than did the Prior Lease). The Exclusive Use Protection shall automatically become null and void if: (i) Tenant defaults under this Lease and the default continues for thirty (30) days after written notice from Landlord, or (ii) the Leased Premises cease to be used for the Exclusive Use. Notwithstanding anything contained in this Lease to the contrary, Landlord shall have no obligation to inspect other tenants for violations of the Exclusive Use Protection. Furthermore, if a tenant in the Shopping Center operates a use which violates the Exclusive Use Protection or causes Landlord to violate the Exclusive Use Protection ("Violating Tenant"), Landlord shall send a written demand to such Violating Tenant to cease and desist such violation, and in the event such Violating Tenant does not cease such violation within sixty (60) days of the delivery of the demand letter, then Landlord shall ONLY be obligated to use commercially reasonable efforts to seek injunctive relief to enjoin or restrain such Violating Tenant from violating the Exclusive Use Protection (or arbitration, if required by such Violating Tenant's lease or occupancy agreement), and provided Landlord is pursuing injunctive relief in a commercially reasonable manner, then Landlord shall not be deemed to be in violation of its obligations under this Paragraph 14(d), and further provided that Landlord shall not be required to appeal any adverse decision denying such injunctive relief. Landlord understands and acknowledges that any act in violation of the Exclusive Use would cause irreparable harm to Tenant's business and that this provision is an essential condition of Tenant entering into this Lease, and tenant shall have any and all remedies under applicable law for any uncured violation of its Exclusive Use, including, but not limited to, the right to terminate this Lease.

15. **Compliance with Law.** Tenant shall not use the Leased Premises, or permit anything to be done in or about the Leased Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with and shall take all actions necessary to cause the Leased Premises to comply with all laws, statutes, applicable building codes, ordinances and governmental rules, regulations or requirements now

in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to, or affecting, the condition, use or occupancy of the Leased Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant (whether Landlord be a party thereto or not), that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

16. **Covenant to Operate.** Throughout the entire Lease Term and any extensions thereof, Tenant shall continuously conduct and carry on Tenant's business in the Leased Premises, and shall keep the Leased Premises open for business and cause Tenant's business to be conducted therein during those business hours specified in the Rules and Regulations attached to this Lease. Tenant shall keep the Leased Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct Tenant's business in accordance with sound business practices. Tenant hereby covenants and agrees that it shall conduct its labor relations and its relations with its employees and agents in such a manner as to avoid all strikes, picketing and boycotts of, on, or about the Leased Premises and the Shopping Center. Tenant further covenants and agrees that, if any of its employees or agents strike, or if picket lines or boycotts or other visible activity objectionable to Landlord are established or conducted or carried out against Tenant or its employees or agents, or any part of them, in or about the Leased Premises or the Shopping Center, Tenant shall, upon Landlord's request, immediately close the Leased Premises to the public and remove all employees from the Leased Premises until the dispute giving rise to such strike, picket line, boycott, or objectionable activity has been settled to Landlord's satisfaction. Because of the difficulty or impossibility of determining Landlord's damages which would result from Tenant's failure to continuously operate the Leased Premises on all business days in accordance with all of the provisions of this Paragraph 16. In addition to all other remedies available to Landlord under the terms of this Lease, Landlord shall have the right to obtain specific performance by Tenant of its covenant and continuous operation set forth in this Paragraph 16.

17. **Real Estate Tax Reimbursement.**

(a) From and after the Additional Rent Commencement Date, Tenant shall pay to Landlord, as additional rent, its Pro Rata Share (as hereinafter defined) of Real Estate Taxes (as hereinafter defined) relating to the Shopping Center for each calendar year commencing in the calendar year in which the Additional Rent Commencement Date occurs and continuing thereafter through the Lease Term Expiration Date, except that the amount of such Real Estate Taxes for the calendar years during which the Additional Rent Commencement Date occurs and the Lease Term ends shall be adjusted pro rata between Landlord and Tenant on the basis of the number of days in the Lease Term falling within said calendar years. An amount equal to 1/12th of Tenant's Pro Rata Share of Landlord's estimate of current Real Estate Taxes shall be paid by Tenant in advance from and after the Additional Rent Commencement Date and continuing thereafter throughout the Lease Term on the first day of each calendar month and a proportionate sum for partial months, if any, at the beginning and end of the Lease Term. Said Real Estate Tax payments are to be estimated by Landlord and in the event Landlord is required under any mortgage covering part or all of the Shopping Center to escrow Real Estate Taxes, Landlord may use the amount required to be so escrowed as the basis for its estimate. Said estimated payments may be increased or decreased from time to time during any calendar year based upon

Landlord's reasonable determination. Upon receipt of the actual tax bills, Landlord shall notify Tenant of the actual amount due from Tenant. Any amount actually paid by Tenant which exceeds Tenant's Pro Rata Share shall be credited against the next succeeding monthly payments of Tenant's Pro Rata Share of Real Estate Taxes due pursuant to this Paragraph 17. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) days of receipt of notice by Landlord. Tenant further agrees that Landlord may include all costs and expense, incurred by Landlord, with respect to any efforts on the part of Landlord or Landlord's representatives to minimize, reduce, protest, negotiate, or adjust any real estate tax bill, tax assessment, or assessed valuation with regard to the Shopping Center including, without limitation, the cost of appraisals, witness fees, and attorney's fees. Tenant's obligation for payment of Real Estate Taxes shall survive the expiration or earlier termination of the Lease Term. Notwithstanding anything to the contrary contained in this Lease, in no event, and under no circumstances, shall Tenant have any right to contest or protest any Real Estate Taxes or other taxes levied and assessed against the Shopping Center or the Leased Premises during the Lease Term or any extension thereof. Landlord shall provide Tenant with a copy of the yearly property tax bill in connection with the Shopping Center.

(b) For purposes of this Lease, the following terms shall have the meaning as specified in this subparagraph 17(b);

(i) "Floor Area" shall mean the actual number of square feet of space contained on the ground floor within a building or leased premises.

(ii) "Real Estate Taxes" shall mean and include all real estate taxes, assessments, special taxes, special assessments and other governmental impositions and charges of every kind and nature whatsoever (except income, franchise, capital stock, federal and state estate and inheritance taxes and taxes based upon receipt of rentals, unless enacted in lieu of Real Estate Taxes), extraordinary as well as ordinary, foreseen and unforeseen, present or future, and each and every installment thereof which shall or may, during the Lease Term, become due and payable or arising in connection with, the use, occupancy, or possession of, or due or payable out of or for, the Shopping Center or any part thereof. The amount of Real Estate Taxes attributable to any calendar year of the Lease Term shall be the amount of Real Estate Taxes payable with respect to such year, it being the express intention of the parties that Real Estate Taxes be passed through to Tenant on an accrual basis.

(iii) "Pro Rata Share" shall mean a fraction, the numerator of which is the Floor Area of the Leased Premises, and the denominator of which is the total Floor Area contained in all buildings located on the Shopping Center.

18. **Insurance Reimbursement.** Tenant shall pay to Landlord, as additional rent under this Lease, its Pro Rata Share of "Insurance Payments" (as hereinafter defined), from and after the Additional Rent Commencement Date and continuing thereafter throughout the Lease Term, promptly without demand, in an amount to be estimated by Landlord and to be adjusted periodically, based upon Landlord's actual Insurance Payments. An amount equal to 1/12th of Tenant's Pro Rata Share of Landlord's estimate of the current Insurance Payments shall be payable

in advance during the Lease Term, on the first day of each calendar month and a proportionate sum for partial months, if any, at the Additional Rent Commencement Date and at the end of the Lease Term; provided, however, that, in the event that at any time during the Lease Term, Landlord's insurer requires that Landlord prepay any insurance premiums in a "lump-sum" payment then Tenant shall be obligated to pay its Pro Rata Share of the sum specified in that bill within ten (10) days of Landlord's delivery of such billing statement to Tenant. The term "Insurance Payments" shall be deemed to mean all items of cost and expense incurred in order to keep the Shopping Center fully insured, with insurance coverage deemed necessary and appropriate by Landlord, in its sole discretion, including, but not limited to, the cost of the premiums for all risk fire insurance (with extended coverage endorsements) placed on a full replacement cost basis with no deduction for depreciation; public liability insurance; property damage insurance; rent loss insurance; and any other costs incurred in the placing of said insurance, but excluding any costs of insuring the common areas, to the extent that such costs have been included in the Common Area Charges (defined below). Tenant's Insurance Payment may be increased or decreased from time to time during any calendar year based upon Landlord's reasonable determination. Subsequent to Landlord's receipt of the actual insurance bills, Landlord shall furnish Tenant a statement of Tenant's actual Pro Rata Share of the insurance charges. Any amount actually paid by Tenant which exceeds the actual amount due from a Tenant shall be credited against the next succeeding monthly payments due pursuant to this Paragraph 18. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) days of receipt of Landlord's statement. Tenant's obligation for payment of its Pro Rata Share of Insurance Payments shall survive the expiration or earlier termination of the Lease Term. Tenant shall not violate, or permit the violation of, any condition imposed by any insurance policy issued in respect of the Leased Premises and/or the Shopping Center and shall not do, or permit anything to be done, or keep or permit anything to be kept in the Leased Premises, which would (a) subject Landlord, any Superior Lessor, any Superior Lessee or any Superior Mortgagee (as those terms are defined in Paragraph 54 below), to any liability or responsibility for personal injury or death or property damage; (b) which would increase any insurance rate in respect of the Leased Premises, the Shopping Center or the property therein over the rate which would otherwise then be in effect; (c) which would result in insurance companies of good standing refusing to insure the Leased Premises, the Shopping Center or the property therein, in amounts reasonably satisfactory to Landlord; and (d) which would result in the cancellation of or the assertion of any defense by the insurer, in whole or in part, to claims under any policy of insurance with respect to the Leased Premises, the Shopping Center or the property therein. If, by reason of any failure of Tenant to comply with any provision of this Lease, the premiums on Landlord's insurance on the Leased Premises, the Shopping Center and/or property therein shall be higher than they otherwise would be, Tenant shall reimburse Landlord, on demand, for that part of such premiums attributable to such failure on the part of the Tenant.

19. **Common Area Charge.** From and after the Additional Rent Commencement Date, and continuing thereafter throughout the Lease Term, Tenant shall promptly pay to Landlord, without demand and as additional rent under this Lease, its Pro Rata Share of Common Area Charges (as hereinafter defined) in an amount to be estimated by Landlord and to be adjusted periodically based upon Landlord's actual cost and expense. An amount equal to 1/12th of Tenant's Pro Rata Share of Landlord's estimate of the current Common Area Charges shall be payable in advance from and after the Additional Rent Commencement Date and continuing thereafter throughout the Lease Term on the first day of each calendar month and a proportionate sum for partial months, if any, at the beginning and end of the Lease Term.

As used in this Lease, the term "Common Area Charges" means the total of all items of cost and expense expended (including, but not limited to, appropriate reserves) in operating, managing, equipping (including, without limitation, seasonal promotions and displays), protecting, policing, lighting, repairing, replacing, maintaining and insuring the common areas of the Shopping Center and all facilities located in said common areas and all common areas and buildings located on the Shopping Center in a safe, attractive and good state of repair and condition, including, without limitation, all charges allocated to the Shopping Center pursuant to any document of record. Common Area Charges shall include, but not be limited to, all costs and expenses for or pertaining to the following: (i) maintaining, cleaning and replacing all paved surfaces and curbs in a smooth and evenly covered condition, including, without limitation, replacement of base, skin patching, sweeping, restripping, resealing and resurfacing (for the purpose of this section, an overlay of the drive and parking areas shall be considered a maintenance item); (ii) periodic removal of all papers, debris, filth, refuse, ice and snow, including sweeping to the extent necessary to keep the common areas in a first-class, clean and orderly condition, it being acknowledged that all sweeping shall be performed at appropriate intervals during such times as shall not unreasonably interfere with the conduct of business or use of the common areas by persons intending to conduct business with occupants of the Shopping Center; (iii) placing, cleaning, keeping in repair, replacing and repainting any appropriate directional signs or markers, including any handicapped parking signs; (iv) operating, maintaining, cleaning and replacing common area lighting facilities, including lamps, ballasts and lenses; (v) maintaining all landscaped areas, including landscaping and planters adjacent to exterior walls of buildings, in an attractive and thriving condition, and replacing shrubs and other landscaping as necessary and operating, maintaining and repairing the irrigation system servicing the Shopping Center; (vi) maintaining, cleaning, replacing and repairing any and all common utility lines, including without limitation, any on-site and off-site detention systems, ponds and easements benefiting the Shopping Center; (vii) keeping the common areas free from any obstruction including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this Lease; (viii) providing professional supervisory personnel for the common areas, if reasonably required; (ix) supervision of traffic at entrances and exits to the Shopping Center and within the Shopping Center as conditions reasonably require in order to maintain an orderly and proper traffic flow; (x) electrical costs allocated to Landlord for the operation of off-site traffic signals benefiting the Shopping Center; (xi) painting; (xii) servicing, maintaining, replacing and monitoring any fire sprinkler system; (xiii) any alterations, additions or improvements required to be made to the common areas or the buildings in order to comply with applicable laws; (xiv) all other items necessary to keep the common areas and buildings in a state of good and sanitary repair and in compliance with all applicable laws; (xv) the cost of maintaining and operating (including, without limitation, electrical costs) any monument sign for the Shopping Center; and (xvi) the

cost of insurance required under, and carried pursuant to, the terms of this Lease. Common Area Charges shall also include administrative charges in an amount equal to twenty percent (20%) of the total costs of operating and maintaining the common areas (exclusive of such administrative charges), and such other costs as Landlord may reasonably determine are required for the proper maintenance of the common areas and the facilities located in said common areas. Said estimated payment for Common Area Charges may be increased or decreased, from time to time during any calendar year, based upon Landlord's reasonable determination. Following the end of each calendar year, Landlord shall furnish Tenant with a reasonably detailed statement of the actual Common Area Charges expended by Landlord during that immediately preceding calendar year. Any amount paid by Tenant which exceeds the aforesaid amount due shall be credited against the next succeeding payments due pursuant to this Paragraph 19, or, if after the expiration of the Lease Term, promptly refund the same to Tenant. If Tenant has paid less than the amount due, Tenant shall pay the difference within ten (10) days of receipt of notice by Landlord. Tenant's obligation for payment of Common Area Charges shall survive the expiration or earlier termination of the Lease Term.

20. **Landlord Repair Responsibility.** Landlord shall repair and maintain the structural portions of the Leased Premises, including the exterior walls and roof, unless the need for such maintenance and repairs is caused, in part or in whole, by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need for such repairs or maintenance is given to Landlord by Tenant. There shall be no abatement of Rent, and no liability of Landlord by reason of any injury to, or interference with, Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Shopping Center or the Leased Premises or in or to fixtures, appurtenances and equipment therein. The provisions of this section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain. Landlord shall not be obligated to make repairs, replacements or improvements of any kind in or to the Leased Premises, or any equipment, facilities or fixtures contained therein, which are the responsibility of Tenant.

21. **Tenant Repair Responsibility.** Tenant shall, at Tenant's sole cost and expense, keep the Leased Premises and every part thereof in good condition and repair (except as otherwise specifically provided in Paragraph 20 with respect to Landlord's responsibilities) including, without limitation, the maintenance, replacement and repair of any storefront, signage (as contemplated or required pursuant to Paragraph 33 below), doors, doorways, locks, window casements, glazing, plumbing, pipes, electrical wiring and conduits, and heating, ventilating and air-conditioning systems (collectively "HVAC Systems"). Tenant shall obtain, at Tenant's expense, and shall maintain throughout the Lease Term and any extensions thereof, a service contract, with a contractor reasonably acceptable to Landlord, for the repair and maintenance of said HVAC Systems, said maintenance contract to conform to the requirements under the warranty, if any, on said system. Tenant shall deliver a copy of said contract to Landlord prior to the Additional Rent Commencement Date. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Leased Premises to Landlord in good condition and broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to the Leased Premises or adjacent premises caused by Tenant's

use of the Leased Premises shall be immediately repaired, to Landlord's satisfaction, at the sole cost and expense of Tenant. If Tenant refuses or neglects to commence and to complete any or all of the repairs, replacements or maintenance required under this Lease promptly and adequately, Landlord may, but shall not be required to, make and complete said repairs and Tenant shall pay the cost thereof, together with a twenty percent (20%) administrative expense, to Landlord, upon demand, as additional rent under this Lease.

22. **Tenant Alterations.** Except as otherwise specifically provided in this Lease, Tenant shall not, at any time during the Lease Term, make any alterations, decorations, additions, or improvements to the Leased Premises (hereinafter collectively referred to as "Alterations"), without Landlord's prior written consent, which shall not be unreasonably withheld. In the event that Landlord consents to the performance of any such Alterations, Landlord may impose on Tenant whatever requirements or conditions Landlord may deem appropriate in connection with the performance of such Alterations (e.g. insurance, performance bond, lien waivers, plans and specifications, use of licensed contractor, permits and licenses).

23. **Landlord Alterations & Additions.** Landlord hereby reserves the right, at any time and from time to time, to make changes, alterations or additions to, or subdivisions of, the Shopping Center, its parking lot and other common areas, including, but not limited to, construction of additional buildings and improvements, or to change the dimensions of the Shopping Center. Landlord may, in its sole discretion, change the number, locations and dimensions of the buildings, the premises therein, the driving lanes, driveways, walkways, parking spaces and other improvements. Landlord also reserves the right, from time to time, to construct other buildings, structures, kiosks or improvements, including, but not limited to, surface, elevated or double-deck parking facilities, in the Shopping Center and temporary scaffolds and other aids to construction.

24. **Parking & Common Areas.** Landlord shall make available, from time to time, such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate. Landlord will provide a sufficient number of non-exclusive parking stalls (including required handicapped parking) to comply with applicable governmental requirements and to reasonably meet Tenant's needs considering Tenant's intended use of the Leased Premises, not to exceed governmental code requirements. Landlord shall operate, manage, equip, light, insure, secure, repair and maintain the common area and facilities for their intended purposes in such manner as Landlord shall, at its sole discretion, deem appropriate, and may, from time to time, change the size of, and move and remove such installations. Landlord shall have the right to close the common area or any part thereof, for repairs on such days or during such hours as Landlord shall, at its sole discretion, determine. Tenant and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the common areas as designated from time to time by Landlord, subject to such reasonable regulations as Landlord may from time to time impose, including, but not limited to, the designation of specific areas in which cars owned by Tenant, its permitted concessionaires, officers, employees and agents must be parked.

25. **Utilities.** Tenant shall pay for all water, gas, electric, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Leased Premises, together with any taxes thereon. If any such services are not separately metered to Tenant,

Tenant shall pay a reasonable proportion, to be determined by Landlord, of all charges jointly metered with other premises. Tenant shall pay all electric charges for its exterior signs. Landlord shall not be liable for any interruptions or curtailment in utilities and Tenant shall not be entitled to any damages resulting from such failure, nor shall such failure relieve Tenant of the obligation to pay all sums due under this Lease or be construed as a constructive or other eviction of Tenant.

26. **Liens.** Tenant shall not cause or permit any mechanic's lien to be filed against the Leased Premises or the Shopping Center by reason of, or due to, or as a result of, any work, labor, services, or materials performed at, or furnished to, the Leased Premises, to Tenant, or to anyone holding the Leased Premises through or under Tenant. If any such mechanic's lien shall at any time be filed, Tenant shall immediately cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise; provided, however, that Tenant shall have the right to contest any and all such liens provided security which is satisfactory to Landlord, in its sole discretion, is deposited with Landlord and such lien is dismissed within sixty (60) days from the filing date of said lien. Subject to the immediately preceding sentence, in the event that Tenant fails to cause any such lien to be discharged within thirty (30) days after being notified of the filing thereof and before judgment or sale thereunder, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord, together with all costs and expenses (including, but not limited to, reasonable attorney's fees), incurred by Landlord in procuring the discharge of such lien, shall be deemed to be additional rent and shall immediately become due and payable by Tenant to Landlord on the first day of the next following month.

27. **Hold Harmless - Indemnity.**

a. **By Tenant.** Tenant shall, and does hereby, indemnify, protect, defend and hold harmless Landlord, Landlord's mortgagee, Landlord's beneficiaries and their respective partners, agents and employees against and from any and all claims, damages, liabilities, obligations, losses, causes of action, costs and expenses (including, but not limited to, attorneys' fees and court costs) suffered or incurred by any or all of the indemnified parties and arising from or as a result of, (a) Tenant's use of the Leased Premises, or from the conduct of its business, or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Leased Premises; (b) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; or (c) any act or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and in case any action or proceeding be brought against any or all of the indemnified parties by reason of (a), (b) or (c) above, then Tenant, upon notice from an indemnified party, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises, from any cause other than Landlord's negligence or misconduct. Tenant shall give prompt notice to Landlord in case of casualty or accidents in or about the Leased Premises.

b. **By Landlord.** Landlord shall, and does hereby, indemnify, protect, defend and hold harmless Tenant from any claim or loss by reason of accident or damage to any person

or property happening on any Common Area (including without limitation, parking area, sidewalks, ramps, and service areas) of the Shopping Center, except for those claims or losses due to the negligence of Tenant, and for occurrences in the Leased Premises which are caused by the negligence of Landlord.

28. **Insurance to be Maintained by Tenant.** Tenant shall, at its sole cost and expense, at all times during the Term (and any extensions thereof) obtain and pay for and maintain in full force and effect the following insurance policy or policies:

(c) **"All-Risk" Property Coverage.** "All Risk" or "Special Cause of Loss" (including, but not limited to, earthquake and flood, but only in the event that Landlord specifically requires such coverage) property insurance on a replacement cost basis, covering all of the Tenant's personal property, merchandise, trade fixtures, furnishings and equipment, and all leasehold improvements installed in the Leased Premises by, or on behalf of, Tenant in an amount not less than the full replacement cost of all such property. The total amount of the deductible required under the policy(ies) providing such coverage shall be no more than \$10,000.00 per loss.

(d) **Loss of Income.** "All-Risk" or "Special Cause of Loss" (including, but not limited to, earthquake and flood), loss-of-income insurance in an amount sufficient to assure that the Landlord shall recover the loss of any rental income due and owing to Landlord from Tenant under the terms of this Lease, which coverage shall provide such protection to Landlord for a period of not less than twelve (12) consecutive months. The total amount of a deductible required under the policy providing such coverage shall be no more than \$10,000.00 per loss. Landlord and any other parties designated by Landlord (including, but not limited to, its beneficiary, its general partners, and its managing agent) shall be included as loss payee(s).

(e) **Liability Coverage.** Commercial general public liability and comprehensive automobile liability and, if necessary to comply with any conditions of this Lease, umbrella liability insurance, covering Tenant against any claims arising out of liability for bodily injury and death and personal injury and advertising injury and property damage occurring in and about the Leased Premises, and/or the Building and otherwise resulting from any acts and operations of Tenant, its agents and employees, with limits of not less than a total combined single limit of \$2,000,000.00 per occurrence and \$2,000,000.00 annual general aggregate, per location. The total amounts of a deductible or otherwise self-insured retention with respect to such coverage shall be not more than \$10,000.00 per occurrence. Such insurance shall include, inter alia: (i) "occurrence" rather than "claims made" policy forms; (ii) all insurable liability assumed by the Tenant under the terms of this Lease; (iii) premises medical expenses in an amount not less than \$5,000.00 per person, per accident; (iv) the Landlord and any other parties designated by Landlord (including, but not limited to, its beneficiary, its general partners and its managing agent) shall be designated as additional insured(s); and (v) severability of insured parties. Landlord shall have the right, at Landlord's option, to increase the amount of liability coverage one time during each five (5) year period during the term of this Lease, to cause the same to comply with the then current shopping center industry standard.

(f) **Workers' Compensation Coverage.** Workers' compensation and employer's liability insurance in the state in which the Leased Premises and any other operations of the Tenant are located and any other state in which the Tenant or its contractors or subcontractors may be subject to any statutory or other liability arising in any manner whatsoever out of the

actual or alleged employment of others. The total limits of the employer's liability coverage shall be not less than the amounts specified in Subsection (c) above.

(g) **Other Coverage.** Such other policy or policies as are deemed reasonably necessary by Landlord. If, pursuant to the provisions of Paragraph 14 of this Lease, Tenant is permitted to serve and/or sell alcoholic liquor, in packaged form or otherwise, including, without limitation, beer, wine and/or ale, then Tenant shall obtain and maintain, throughout the entire term of this Lease, liquor liability and dram shop insurance, in such amounts as Landlord may require, and if no such amount is specified by Landlord, in amounts no less than the minimums required by applicable law. All insurance policies required under this Paragraph 28 shall: (i) be issued by companies licensed to do business in the State of Illinois and acceptable to Landlord rated by Best's Insurance Reports not less than A/X; (ii) not be subject to cancellation or material change or non-renewal without at least sixty (60) days' prior written notice to Landlord and any other parties designated by Landlord (A) to be loss payee(s) or additional insured(s) under the insurance policies required from Tenant, or (B) to receive such notices; and (iii) be deemed to be primary insurance in relation to any other insurance maintained by Landlord. Certified copies of all insurance policies required pursuant to this Paragraph 28 (or certificates thereof, in form and substance acceptable to Landlord), shall be delivered to Landlord prior to the Possession Date. If Tenant fails to submit such policies or certificates to Landlord within the specified time, or otherwise fails to obtain and maintain insurance coverages in accordance with this Paragraph 28, then Landlord, at Landlord's sole option, may, but shall not be obligated to, procure such insurance on behalf of, and at the expense of, the Tenant, and if Landlord exercises such right and expends any funds to obtain such insurance, Tenant shall reimburse Landlord for such amounts upon demand, it being understood that any such sums for which Tenant is required to reimburse Landlord shall constitute additional Rent under this Lease. Such a failure shall constitute a default hereunder, and such default shall not be cured by Landlord's election to procure insurance on Tenant's behalf. Compliance in whole or in part by the Tenant with any requirement of this Paragraph 28 shall not be deemed to limit, in any way or to any extent, the liabilities or obligations of the Tenant to the Landlord under the specific terms of this Lease.

29. **Subrogation.** As long as their respective insurers so permit and to the extent of the terms and provisions of any waiver of Subrogation clause or endorsements consenting to the same, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

30. **Casualty/Restoration.** In the event the Leased Premises are damaged by fire, explosion or any other casualty to the extent which is less than twenty-five percent (25%) of the full replacement cost of the Leased Premises (as conclusively determined by Landlord's architect and specifically exclusive of the replacement cost of all of the improvements performed by Tenant pursuant to Exhibit D) and none of the events described in the next succeeding sentence of this Paragraph shall have occurred, the damage shall be repaired by Landlord within a reasonable time period thereafter, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered as a result of such damage and that in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment and any work performed by

Tenant pursuant to Exhibit D. In the event of any such damage by fire, explosion or any other casualty, and (a) Landlord is not required to repair as hereinabove provided, or (b) the Leased Premises are damaged to the extent of twenty-five percent (25%) or more of the full replacement cost of the Leased Premises (as determined in the manner contemplated above in this Paragraph 30), or (c) the building which the Leased Premises are a part is damaged to the extent of twenty-five percent (25%) or more of the full replacement cost of said building (as conclusively determined by Landlord's architect and specifically exclusive of any and all improvements of any nature whatsoever, performed by any tenant in the Shopping Center pursuant to the terms of its respective lease), or (d) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent of more than twenty-five percent (25%) of the aggregate full replacement cost (as conclusively determined by Landlord's architect and specifically exclusive of any and all improvements of any nature whatsoever, performed by any tenant in the Shopping Center pursuant to the terms of its respective lease), Landlord may elect either to (i) repair or rebuild the Leased Premises or the building or buildings respectively, or (ii) terminate this Lease. Landlord shall make such election by giving notice of such election in writing to Tenant within one hundred twenty (120) days after the date of the event causing the damage. If Landlord is required or elects to repair the Leased Premises as herein provided, Tenant shall promptly commence and diligently complete at Tenant's expense, the repair and restoration of all work set forth in Exhibit D; repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment; and if Tenant has closed, Tenant shall promptly reopen for business. Notwithstanding anything to the contrary contained in this section, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Leased Premises when the damage resulting from any casualty covered under this Paragraph 30 occurs during the last twenty-four (24) months of the Lease Term or any extension thereof.

31. **Eminent Domain.** If more than ten percent (10%) of the Floor Area of the Leased Premises (as conclusively determined by Landlord's architect) shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, to terminate this Lease by giving the other party no less than thirty (30) days written notice thereof at any time after the date of such taking but prior to the date possession is delivered pursuant to said taking. Said termination shall be effective on the date possession is delivered pursuant to said taking. If either less than, or more than, ten percent (10%) of the Floor Area of the Leased Premises (as conclusively determined by Landlord's architect) are taken, and neither party elects to terminate as herein provided, the Minimum Rent thereafter to be paid shall be reduced in proportion to the Floor Area of the Leased Premises so taken and shall become effective on the date possession is delivered pursuant to said taking. If more than ten percent (10%) of the total Floor Area of the Shopping Center (as conclusively determined by Landlord's architect) may be so taken or appropriated, Landlord shall have the right, at its option, to terminate this Lease by giving Tenant no less than thirty (30) days written notice of such election at any time after the date of such taking, but prior to the date possession is delivered pursuant to said taking. Said termination shall be effective on the date possession is delivered pursuant to said taking. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards, judgments or settlements which may be given and Tenant hereby assigns to Landlord all of its right, title and interest in any such award, judgment or settlement and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term.

### 32. Assignment, Subletting and Ownership

(h) Prohibition Against Transfer. Tenant shall not transfer, assign, sublet, mortgage or otherwise hypothecate this Lease, or any part thereof, or Tenant's interest in and to the Leased Premises, or any part thereof, nor enter into any license or concession or other use or occupancy agreement, written or oral, express or implied, with respect thereto, without first procuring the written consent of Landlord, which consent may be given or withheld in Landlord's sole discretion. As a condition to the Landlord's consent to any Transfer, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord, including, without limitation, attorneys' fees, in reviewing any proposed Transfer and preparing any necessary documentation in connection therewith. Any such attempted or purported transfer, assignment, subletting, mortgage, hypothecation, or agreement (hereinafter collectively referred to as a "Transfer"), whether by operation of law, bankruptcy or otherwise, without Landlord's prior written consent shall be void and of no force or effect and shall not confer any interest or estate in the purported transferee. Tenant acknowledges that, notwithstanding any Transfer, neither Tenant nor any guarantor of this Lease shall be released or discharged from any liability whatsoever under this Lease and will remain liable with the same force and effect as if no Transfer had been made.

(i) Waiver. The consent by Landlord to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent attempted Transfer. Receipt by Landlord of Rent due under this Lease from any party other than Tenant shall not be deemed to be a consent to any such Transfer nor relieve Tenant of its obligation to pay rental or other charges for the full Term of this Lease. Tenant shall have no claim and hereby waives the right to any claim against Landlord for damages by reason of any refusal, withholding or delaying by Landlord of any consent, and in such event Tenant's only remedies therefor shall be an action for specific performance or injunction to enforce any such requirement of consent.

### 33. Signs.

(a) Generally. Subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, and the approval of the applicable governmental authorities, Tenant shall, at its sole cost and expense, erect one (1) sign on the front of the Leased Premises. Tenant may not erect or install any signage, of any nature or design, without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole discretion, and all such signage shall comply with the requirements set forth in Exhibit C attached hereto and all applicable governmental requirements. Tenant may not, under any circumstances, (a) place any signage on the building roof, canopy roofs extending above the building roof, penthouse walls or so as to project above the parapet, canopy or top of the wall upon which it is mounted or place any signage at any angle to the building; provided, however, the immediately foregoing sentence shall not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk; (b) paint any signs on the surface of the Leased Premises or any other surfaces of the Shopping Center; (c) install any flashing, moving or audible signs; (d) install any signs employing exposed raceways, neon tubes, ballast boxes or transformers; or (e) install any paper or cardboard signs, temporary signs, stickers or decals, whether in the windows of the interior or on the exterior of the Leased Premises (provided, however, the foregoing shall not prohibit the placement at the entrance of the Leased Premises of a small sticker or decal, indicating hours of business, emergency telephone numbers, acceptance of credit cards and other similar bits of information). At no time may any signs or other

advertising materials visible from outside of the Leased Premises occupy or obstruct more than twenty percent (20%) of the total window area of the Leased Premises. Tenant may not install any exterior sign that identifies leased departments and/or concessionaires operating under the Tenant's business or trade name, nor identify specific brands or products for sale or services offered within the Leased Premises, unless such identification is used as part of Tenant's trade name. Tenant shall, at its expense, maintain its signs in good condition and repair. Landlord shall have the right to remove any unauthorized signs and to charge Tenant, as additional Rent under this Lease, for the cost of such removal.

(b) **Monument Sign.** Tenant shall have the right to place one (1) sign panel on each side of the monument sign serving the Shopping Center (the "Monument"). Tenant acknowledges that Tenant's sign panel shall be in the location designated by Landlord. Tenant shall pay for the cost of fabricating and installing Tenants' sign panel. Throughout the Lease Term, Tenant shall pay to Landlord, within ten (10) days of Landlord's invoice, Tenant's Monument Pro Rata Share (as hereafter defined) of the costs incurred by Landlord in operating, repairing and maintaining the Monument and Tenant's obligation to pay Tenant's Monument Pro Rata Share shall constitute additional rent under the Lease. Tenant's Monument Pro Rata Share shall mean the proportion that the square footage of Tenant's sign panel bears to the total square footage of all sign panels on the Monument. Tenant shall, at Tenant's sole cost and expense, maintain and repair Tenant's sign panels on the Monument. If Tenant fails or neglects to make adequate repairs to its sign panels within thirty (30) days after receipt of written notice from Landlord, Landlord shall have the same rights as Landlord has with respect to Tenant's failing to maintain the Leased Premises, as set forth in Paragraph 21 of this Lease.

34. **Access to Leased Premises.** Landlord, Landlord's mortgagee, Landlord's beneficiaries and their respective partners, agents and employees will be permitted to enter the Leased Premises at reasonable times for the purpose of inspecting same, of making repairs, additions or alterations thereto or to the building in which the same are located, and of showing the Leased Premises to prospective purchasers, lenders and tenants. Landlord shall have the right to place "For Rent" signs upon the Leased Premises six (6) months prior to the expiration of the Lease Term or any extension thereof. Tenant agrees that any such entry shall not constitute eviction of Tenant in whole or in part and Rent shall not abate to any extent.

35. **Fixtures/Surrender of Leased Premises.** Tenant shall, at its sole cost and expense, remove, at the termination of this Lease (by lapse of time or otherwise), such of Tenant's goods and effects as are not permanently affixed to the Leased Premises; remove such of the alterations and additions and signs made or installed by Tenant as Landlord may request; repair any damage caused by such removal; and peaceably yield up the Leased Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove) and all fixtures, furnishings, floor coverings and equipment permanently affixed to the Leased Premises (except such as Landlord has requested Tenant to remove), which shall thereupon become the property of Landlord, in clean and good order, repair and condition, reasonable wear and tear and damage by fire or other casualty excepted. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord. Any cost incurred by Landlord for removal and/or repair of such alterations, fixtures, furnishings, floor coverings and equipment will be charged to Tenant and said obligation shall survive the expiration of the Lease Term.

36. **Holdover.** On the last day of the Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises, Tenant shall quit and surrender the Premises to Landlord "broom-clean" and in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, and Tenant shall remove all of the Tenant's personal property therefrom, except as otherwise expressly provided in this Lease. If Tenant remains in possession after the Expiration Date or after any earlier termination date of this Lease or of the Tenant's right to possession (a) Tenant shall be deemed a tenant at will; (b) Tenant shall pay two hundred percent (200%) of the Minimum Rent last prevailing hereunder, and also shall pay all damages sustained by Landlord, consequential as well as direct, by reason of such remaining in possession after the expiration or termination of this Lease; (c) there shall be no renewal or extension of this Lease by operation of law, and (d) the tenancy at will may be terminated upon thirty (30) days' notice from Landlord; or, at the sole option of Landlord expressed by written notice to Tenant, but not otherwise, such holding over shall constitute a renewal of this Lease for a period of one (1) year on the same terms and conditions as provided in this Lease, except that the Minimum Rent shall be as specified in this Paragraph 36. The provisions of this Article shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by law.

37. **Marketing Fund or Merchant's Association.** Intentionally Omitted.

38. **Rules & Regulations.** The Rules and Regulations attached to this Lease as Exhibit F are hereby made a part hereof, and Tenant agrees to comply with and observe said Rules and Regulations. Tenant's failure to keep and observe said Rules and Regulations shall constitute a breach of the terms of this Lease in the same manner as if said Rules and Regulations were contained herein as covenants. Landlord reserves the right, from time to time, to amend or supplement said Rules and Regulations and to adopt and promulgate additional Rules and Regulations applicable to the Leased Premises and the Shopping Center. Landlord shall not be responsible for any violations of said Rules and Regulations by other tenants in the Shopping Center.

39. **Tenant Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(j) If Tenant abandons or vacates the Leased Premises; or

(k) If Tenant fails to pay any Rent or any other charges required to be paid by Tenant within seven (7) days after the date due under this Lease; or

(l) If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of any such default is such that the same cannot be cured within thirty (30) days, Tenant shall have such additional period of time as may be necessary to cure such default provided that it commences to cure said default within the thirty (30) day period and proceeds diligently thereafter to complete such cure, and provided further that such default is cured within one hundred and twenty (120) days from the date of Landlord's notice to Tenant; or

(m) If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property that is not vacated or dismissed within forty-five (45) days from the issuance thereof; or

(n) If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or

(o) If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days; or

(p) If in any proceeding or action which Tenant is a party, a Trustee, or receiver, agent or custodian is appointed to take charge of the Leased Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Leased Premises or Tenant's Property; or

(q) If Tenant is a partnership or consists of more than one (1) person or entity, and if any general partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs (d) through (g) above; and/or if there is a dissolution of the partnership; or

(r) If Tenant shall falsify any report required to be furnished to Landlord under the terms of this Lease or if any warranty, representation or statement made or furnished by Tenant to Landlord at any time in connection with this Lease or any other agreement to which Tenant and Landlord are parties is determined to have been false or misleading in any material respect when made or furnished; or

(s) If there shall be a material, adverse change in the financial condition of Tenant or any guarantor, which change, in Landlord's absolute opinion, affects the ability of such party to meet its obligations under this Lease or any guaranty of this Lease; or

(t) If any guarantor of this Lease shall die; or

(u) If, on two (2) or more occasions during the Lease Term, Tenant defaults under the terms of this Lease in the manner described in either or both of (b) and (c) above in this Paragraph 39 [it being understood that a default under this Subparagraph (l) shall be automatically deemed to constitute a default which is incapable of cure].

40. **Landlord's Remedies.** In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind, to do the following:

(v) **Remedies.** In the event of any breach of this Lease by Tenant, Landlord [at its option, and after the proper notice (if any is required under this Lease), but without further notice or demand to Tenant], may, in addition to all other rights and remedies provided in this Lease, at law or in equity: (i) terminate this Lease and Tenant's right of possession of the Leased

Premises, and recover all damages to which Landlord is entitled under law and equity, specifically including, without limitation, Rent for the balance of the Term, and all Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions) or (ii) terminate Tenant's right of possession of the Leased Premises without terminating this Lease; provided, however, that Landlord shall use its reasonable efforts, whether Landlord elects to proceed under Subparagraphs (i) or (ii) above, to relet the Leased Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord. If Landlord shall elect to pursue its rights and remedies under Subparagraph (ii), then Landlord shall have the further right and remedy to rescind such election and pursue its rights and remedies under Subparagraph (i), if Landlord has obtained a tenant to relet the Leased Premises, which, in Landlord's reasonable judgment, is a suitable tenant. For purposes of such reletting, Landlord is authorized to decorate, repair, alter and improve the Premises to the extent deemed necessary by Landlord, in its sole discretion. If Landlord fails to relet the Leased Premises or if the Premises are relet and a sufficient sum is not realized therefrom, after payment of all Landlord's expenses of reletting (including repairs, alterations, improvements, additions, decorations, legal fees and brokerage commissions), to satisfy the payment, when due, of all Rent reserved under this Lease for any monthly period, then Tenant shall pay to Landlord a sum equal to the amount of Rent due under this Lease for each such monthly period, or if the Leased Premises have been relet, Tenant shall pay any such deficiency monthly. Tenant agrees that Landlord may file suit to recover any sums due to Landlord hereunder from time to time and that such suit or recovery of any amount due Landlord hereunder shall not be a defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. In the event Landlord elects, pursuant to this Subparagraph 40(a), to terminate Tenant's right of possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Leased Premises, remove Tenant's personal property, Tenant's signs and other evidences of tenancy, and take and hold possession thereof; provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Rent reserved hereunder for the full Term, or from any other obligation of Tenant under this Lease. Any and all property which may be removed from the Leased Premises by the Landlord pursuant to the authority of this Lease or of law, to which the Tenant is or may be entitled, may be handled, removed or stored by the Landlord at the risk, cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. The Tenant shall pay to the Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in the Landlord's possession or under the Landlord's control. Any such property of the Tenant not retaken from storage by the Tenant within thirty (30) days after the end of the Term, however terminated, shall be conclusively presumed to have been conveyed by the Tenant to the Landlord under this Lease as a bill of sale, without further payment or credit by the Landlord to the Tenant. Tenant hereby grants to Landlord a first lien upon the interest of Tenant under this Lease to secure the payment of moneys due under this Lease, which lien may be enforced in equity; and Landlord shall be entitled as a matter of right to have a receiver appointed to take possession of the Leased Premises and relet the same under order of court.

(w) Additional Restrictions. With respect to provisions of 735 ILCS 5/9-213.1 (or any successor provision thereto) which requires that a landlord take reasonable measures to mitigate the damages recoverable against a defaulting tenant, Tenant agrees that Landlord shall have no obligation to relet the Leased Premises (i) before Landlord leases other vacant space in the

Shopping Center, or (ii) to any potential tenant who Landlord could reasonably reject as a Transferee, pursuant to Paragraph 32 above. So long as Tenant is in default under this Lease or any event or omission has occurred which, but for the giving of notice or the passage of time, or both, would result in a default by Tenant under the terms of this Lease, Landlord shall not be in default under the terms of this Lease if it fails to perform its obligations hereunder.

41. **Waiver.** The waiver by Landlord of any term, covenant or condition herein contained must be in writing and shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

42. **Joint Obligation.** If there be more than one Tenant, the obligations hereunder imposed shall be joint and several. The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all Tenants thereof.

43. **Marginal Headings.** The captions, margin headings, paragraph numbers, and index, if any, appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of this Lease nor in any way affect this Lease.

44. **Time of Essence.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor, and all provisions herein and all provisions relating thereto, shall be strictly construed.

45. **Successors and Assigns.** All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. No third party, other than such heirs, legal representatives, successors and assigns, shall be entitled to enforce any or all of the provisions of this Lease or shall have any rights hereunder whatsoever.

46. **Recording.** Tenant shall not record this Lease without the written consent of Landlord, which consent may be withheld by Landlord in its sole and absolute discretion; however, upon the request of Landlord, the Tenant shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the Lease Term and shall incorporate this Lease by reference.

47. **Quiet Enjoyment.** Upon Tenant paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Leased Premises for the entire Lease Term hereof, subject to all the provisions of this Lease.

48. **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Leased Premises. Accordingly, if any installment of Rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after said amount is due, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

49. **Prior Agreements/Amendments.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

50. **Inability to Perform.** This Lease and the obligations of Tenant hereunder shall not be affected or impaired if Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of Landlord.

51. **Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

52. **Attorneys' Fees.** In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

53. **Sale of Premises.** In the event of any sale of the Leased Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Leased Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

54. **Subordination Notice to Superior Lessors and Mortgagees and Attornment.**

(x) **Subordination of Lease.** This Lease, and all rights of Tenant hereunder are, and shall be, subject and subordinate to all ground leases of the Shopping Center now or hereafter existing and to all mortgages, or trust deeds in the nature of a mortgage (both referred to hereafter as "mortgages"), which may now or hereafter affect or encumber the Shopping Center and/or any of such ground leases (whether or not such mortgages shall also cover other lands and/or buildings and/or leases). This subordination shall likewise apply to each and every advance made, or hereafter to be made, under such mortgages; to all renewals, modifications, replacements and extensions of such leases and such mortgages; and to spreaders and consolidations of such mortgages. This Paragraph 54 shall be self-operative and no further instrument of subordination shall be required. However, in confirmation of such subordination, Tenant shall promptly execute, acknowledge and deliver any instrument that Landlord, the lessor under any such ground lease, or the holder of any such mortgage (or their respective successors-in-interest), may reasonably request in order to evidence such subordination. If Tenant fails to execute, acknowledge or deliver any such instrument within fifteen (15) days after request therefor, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, which appointment is agreed to be coupled with an interest, to execute and deliver any such instruments for and on behalf of Tenant. Any lease to which this Lease is subject and subordinate is hereinafter referred to as a "Superior Lease" and the lessor of a Superior Lease is hereinafter referred to as a "Superior Lessor"; and any mortgage to which this Lease is subject and subordinate is hereinafter referred to as a "Superior Mortgage" and the holder of a Superior Mortgage is hereinafter referred to as a "Superior Mortgagee." Notwithstanding the foregoing, at Landlord's election, this Lease may be made senior to the lien of any mortgage, if the mortgagee thereunder so requests.

(y) **Notice in the Event of Default.** If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate this Lease or to claim a partial or total eviction, Tenant shall not exercise such right (a) until it has given, by registered or certified mail, written notice of such act or omission to Landlord and to each Superior Mortgagee and Superior Lessor whose name and address shall previously have been furnished to Tenant, and (b) until a thirty-day period for remedying such act or omission shall have elapsed following the giving of such notice; provided, however, that said 30-day cure period may be extended in the event that the act, or omission cannot, by its nature, be cured within thirty (30) days and Landlord is diligently proceeding to cure said default.

(z) **Successor Landlord.** If any Superior Lessor or Superior Mortgagee shall succeed to the rights of Landlord hereunder, whether through possession or foreclosure action or delivery of a new lease or deed, or otherwise, then, at the request of such party (hereinafter referred to as "Successor Landlord"), Tenant shall attorn to, and recognize, each Successor Landlord as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument such Successor Landlord may reasonably request to further evidence such attornment.

55. **Notices.** Notices and demands required or permitted to be given hereunder shall be given by personal delivery or reputable overnight courier (such as Federal Express), or registered or certified mail, postage prepaid, return receipt requested, and shall be addressed if to Tenant at, and if to Landlord at 1307 Schiferl Rd., Bartlett, Illinois 60103, Attn: Ron DeRosa, or at such other address that either party may designate by written notice to the other party.

Notices and demands shall be deemed to have been given when delivered if personally delivered, one (1) business day after deposit with a reputable overnight courier for next business day delivery, or three (3) business days after deposit in the U.S. Mail by certified or registered mail.

56. **Estoppel Certificate.** At any time and from time to time, Tenant agrees, within five (5) business days after receipt by Tenant of written notice from Landlord, to execute, acknowledge and deliver to Landlord and/or Landlord's mortgagee and/or any prospective purchaser, if requested, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the amount of Rent and other charges and the date to which said Rent and other charges have been paid, and such other terms as Landlord and/or Landlord's mortgagee and/or the prospective purchaser may require.

57. **Commissions.** Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease other than Xsite Real Estate Inc. Tenant hereby indemnifies, protects, defends and holds Landlord, its beneficiaries and lenders harmless from and against any and all claims, causes of action, damages, costs, expenses (including, but not limited to, attorneys' fees of counsel selected by Landlord) or liabilities for any compensation, commissions, fees, and charges claimed by any other broker or other agent with respect to this Lease or the negotiation thereof.

58. **No Offer.** The submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant to Tenant, its agents or employees, or to the property or business of Tenant during such move.

59. **Relocation of Premises.** Intentionally Omitted.

60. **Environmental Indemnity.**

(aa) **Definitions.** For purposes of this Paragraph 60, "hazardous substance" means any matter giving rise to liability under the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 52 U.S.C. Sections 9601 et seq., the Illinois Environmental Protection Act (IEPA), or any common law theory based on nuisance or strict liability, including without limitation, petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any federal, state, county, municipal, local or other statutes, laws, ordinances and regulations.

(bb) **Prohibition.** Tenant shall not conduct or authorize the generation, transportation, storage, treatment or disposal on or in the Shopping Center, or any portion of the Shopping Center, of any hazardous substance without prior written authorization by Landlord, which authorization may be withheld in Landlord's sole discretion, and the Tenant's failure to comply with the provisions of this Subparagraph 60(b) shall constitute a default under this Lease.

(cc) **Remedial Action.** If the presence, release, threat of release, placement on or in the Shopping Center, the Leased Premises, or any portion of the Shopping Center or the Leased Premises, or the generation, transportation, storage, treatment, or disposal at Shopping Center,

the Leased Premises, or any portion of the Shopping Center or the Leased Premises of any hazardous substance: (i) gives rise to liability (including, but not limited to, a response action, remedial action, or removal action) under RCRA, CERCLA, the IEPA, or any common law theory based on nuisance or strict liability, (ii) causes an adverse public health effect, or (iii) pollutes, or threatens to pollute, the environment, Tenant shall promptly take, at Tenant's sole cost and expense, any and all remedial and removal action necessary to clean up the Shopping Center, the Leased Premises, or any portion of the Shopping Center or the Leased Premises, and mitigate exposure to liability arising from the hazardous substance, whether or not required by law.

(dd) **Indemnification.** Tenant shall, and does hereby, indemnify, protect, defend and hold harmless Landlord, Landlord's mortgagee, Landlord's beneficiaries and their respective partners, agents and employees against and from any and all claims, damages, liabilities, obligations, losses, causes of action, costs and expenses (including, but not limited to, attorneys' fees and court costs) suffered or incurred by any or all of the indemnified parties and arising from or as a result of any breach or default of Tenant in the performance of any of its obligations under this Paragraph 60.

61. **Reports by Tenant.** Intentionally Omitted.

62. **Waiver of Trial by Jury.** To the full extent permitted by law, Landlord and Tenant hereby waive all right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord or Tenant against each other and any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use and occupancy of the Leased Premises and/or any emergency or statutory remedy.

63. **Applicable Law and Construction.** This Lease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State in which the Shopping Center is located applicable to agreements made and to be performed wholly within said State. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several articles and cross-references contained herein are for convenience only and do not define, limit, or construe the contents of such articles and cross-references.

64. **Consent to Jurisdiction.** TENANT HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE FEDERAL DISTRICT COURT LOCATED IN THE JURISDICTION IN WHICH THE LEASED PREMISES ARE LOCATED AND OF ANY ILLINOIS STATE COURT SITTING IN THE COUNTY WHEREIN THE LEASED PREMISES ARE LOCATED, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS LEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY. TENANT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH TENANT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SAID COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

65. **Limitation on Landlord's Liability.** Anything in this Lease to the contrary notwithstanding, Tenant shall look solely to the interest and estate of Landlord in the Shopping Center for the collection of any judgment against Landlord for an event of default by Landlord under this Lease, subject, however, to the prior rights of any mortgagee which has complied with Paragraph 54 of this Lease, and no other assets of the Landlord or any of Landlord's members, shareholders, partners, officers or employees shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim.

66. **Patriot Act.** Neither Tenant nor any of its constituents, partners, members or shareholders, nor any beneficial owner of Tenant or of any such partner, member or shareholder (a) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (September 25, 2001) (the "Order"); (b) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (c) is engaged in activities prohibited in the Order; or (d) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

67. **No Anchor Tenants.** Tenant hereby acknowledges that Landlord's right to enforce this Lease is not in any way dependent upon the existence of any other tenancies in the Shopping Center and that Landlord shall have the right to enforce this Lease whether or not any other tenants in the Shopping Center are open for business or remain open for business following any such opening.

68. **Change in Laws.** VOID

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:

59<sup>th</sup> & Army Trail LLC, an Illinois limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TENANT:

Bartlett Liquors & Wine, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**SHOPPING CENTER SITE PLAN**

**EXHIBIT B**

**LEGAL DESCRIPTION OF SHOPPING CENTER**

PART OF THE SOUTHEAST QUARTER OF SECTION 16 , TOWNSHIP 40 NORTH,  
RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY,  
ILLINOIS.

LOT 3 IN SMITH'S ASSESSMENT PLAT, OF PART OF THE SOUTH EAST QUARTER OF  
SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED ON  
OCTOBER 13, 1949 AS DOCUMENT 578127 IN DUPAGE COUNTY, ILLINOIS  
DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAIL LOT 3; THENCE NORTH 68  
DEGREES, 22 MINUTES, 49 SECONDS WEST, 307.80 FEET; THENCE NORTH 00  
DEGREES, 18 MINUTES, 00 SECONDS EAST, 185.50 FEET; THENCE SOUTH 85  
DEGREES, 50 MINUTES, 00 SECONDS EAST, 308.00 FEET; THENCE SOUTH 04  
DEGREES, 33 MINUTES, 04 SECONDS WEST, 277.40 FEET TO THE POINT OF  
BEGINNING..

PIN 01-16-401-003

## EXHIBIT C

### DESIGN CRITERIA FOR TENANT'S SIGNAGE

The purpose of this criteria is to establish sign standards necessary to insure maximum Tenant identification and exposure while maintaining an overall harmony of the Shopping Center. It outlines the type, size, location, colors, installation and character of all building signs and freestanding monument or pylon signs to be erected in the Shopping Center. Conformance to the criteria will be strictly enforced by the Landlord. The comprehensive sign program is intended to conform to the existing sign criteria outlined in the municipal and building codes of the particular governmental entity having jurisdiction over this Shopping Center. Tenant shall conform to whichever is more strict.

#### I. DEFINITIONS

##### A. Types of Tenants in Shopping Center.

a.

#### II. SIGN PROHIBITIONS

##### A. The following sign types are prohibited:

1. Flashing or animated signs.
2. Exposed electrical tubing, wiring or "cross over" on signs.
3. Projections above or below the designated net sign area.
4. Roof mounted signs.
5. Signs emitting any type of noise.
6. Signs placed on windows except as approved herein.
7. Banners and flags.
8. Window bills.

B. Any sign that does not conform to specific criteria in the permitted sign classification noted above shall be removed at Tenant's sole cost and expense.

#### III. APPLICATION FOR TENANT SIGN APPROVAL

A. Tenant shall be required to utilize the services of a sign consultant, approved by Landlord, to design, fabricate, and install Tenant's Main Building Sign and Under Canopy Pedestrian Sign. Within fifteen (15) days after the date of full execution and delivery of this Lease, Tenant shall submit to Landlord four (4) copies of the signage layout and shop drawings prepared by the sign consultant using a legible

scale (such as one-quarter inch scale) for Landlord's written approval prior to sign fabrication and application for permit. Drawings shall indicate location, size, layout, design and color of proposed signs, including all lettering and/or graphics. Drawings shall also show a side view of lettering indicating construction methods, neon tubing sizes, color, voltage, lumen intensity and mounting procedures.

- B. All drawings submitted by Tenant and returned by Landlord marked "Disapproved" or "Approved as Noted" must be resubmitted to Landlord as set forth in Subparagraph III.A, above, with the required corrections.
- C. Following receipt of Landlord's written approval, Tenant shall submit drawings to the applicable governmental authority for approval and issuance of the appropriate permit authorizing the installation of the signs. Tenant shall pay for the cost of obtaining the required permits.
- D. Signs built and/or installed without Landlord's and the appropriate governmental agency's approval and permit or contrary to corrections made by Landlord or the governmental agency, shall be altered to conform to these standards at Tenant's expense. If Tenant's sign has not been brought into conformance within fifteen (15) days after written notice from the Landlord, then Landlord shall have the right to correct said sign and bill Tenant for the expense.
- E. Approval or disapproval of Tenant's signage drawing based upon code conformance, aesthetics and design shall remain the sole right of Landlord.

#### IV. INSTALLATION OF SIGNS

- A. Tenant shall pay for the installation and maintenance of all signs. Landlord will provide primary electrical service stubbed to the interior front wall of the Leased Premises, above the ceiling line, in the approximate location of the front door.
- B. It is the responsibility of the Tenant's sign company to verify all conduit, transformers, and sign service locations prior to fabrication and installation of signs. Tenant is responsible for cost of electrical connection of its sign.
- C. All signs shall carry the UL label and be installed per local building codes, including "P-K" housing, if required, for all illuminated signs.
- D. All signs must be installed prior to Tenant's opening for business, unless prior authorization is given by Landlord.
- E. Tenant's sign contractor shall repair any damage to the Leased Premises or the Shopping Center caused by any action of said sign contractor.
- F. The use of temporary signs by Tenant, prior to the installation of Tenant's permanent signs, shall require the prior written consent of the Landlord, which consent may be withheld by Landlord, in Landlord's sole and absolute discretion.

V. ABANDONMENT OF SIGNS

If any Tenant sign is left on the Leased Premises for more than thirty (30) days after the date on which Tenant vacates the Leased Premises, Landlord may remove and dispose of said signage at Tenant's expense.

VI. HOURS OF SIGN ILLUMINATION

Tenant shall be required to illuminate Tenant's Main Building Sign concurrently with the Major Anchor Tenant time periods established for the Shopping Center or as otherwise designated by the Landlord, from time to time.

## EXHIBIT D

### DESCRIPTION OF TENANT'S WORK

Tenant at Tenant's expense shall perform all work to put the Leased Premises in condition to permit Tenant to conduct its business in the Leased Premises. The cost of any work performed by Landlord's Contractor at Tenant's expense shall become due and payable prior to commencement of such work. Tenant's work shall be performed in strict accordance with the provisions of the attached Lease and Exhibits thereto.

- A. Store Design Drawings and Working Drawings, Specifications and Calculations:
1. Criteria - The criteria and outline specifications set forth in this Exhibit D represent minimum standards for design, construction, finish and operation of the Leased Premises by Tenant. Landlord reserves the right from time to time to revise these criteria and outline specifications as Landlord in its sole discretion deems fit.
  2. All design and construction work shall comply with all applicable statutes, ordinances, rules, regulations, and local codes, and all other applicable regulations and requirements; codes and standards.
- B. Permits and Approvals - Prior to commencement of construction by Tenant, Tenant shall obtain, at Tenant's sole cost and expense, all necessary permits and approvals (including Tenant's signage) and post same upon the Leased Premises as required thereby.
- C. Approval of Tenant's Plans and Specifications - Tenant shall within sixty (60) days from the date of this Lease, at Tenant's expense, prepare and deliver to Landlord, for Landlord's approval, four (4) sets of complete plans and specifications (including all engineering, mechanical, plumbing and electrical work if applicable) covering all of Tenant's work concerning the Leased Premises, in such detail as Landlord may require, in full compliance with this Lease and the Exhibits attached to the Lease, certified by a licensed and registered architect and, if applicable, a licensed and registered professional engineer. In the event Landlord shall notify Tenant that Tenant's plans and specifications are not approved, Tenant shall have 30 days from the date of Landlord's disapproval to revise the plans and specifications and resubmit them to Landlord for Landlord's approval. Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from or modifies in any way Tenant's approved plans and specifications or any other work not explicitly shown on said plans and specifications. Landlord's approval of Tenant's plans and specifications or any changes or additions thereto shall not constitute the assumption of any liability, responsibility or obligation on the part of Landlord. Tenant shall be solely responsible for such plans and specifications meeting the requirements of any statutes, ordinances, rules, regulations, and codes or for their

fitness as to their intended use or purpose. Tenant shall not commence Tenant's Work until Tenant has received full and final approval from Landlord.

- D. Standard Project Details - Standard Project Details, as issued from time to time by Landlord's Architect and as they pertain to Tenant's Work, shall govern with respect to such work. Such details shall be incorporated into the working drawings and specifications for the Leased Premises.
- E. Materials - Only new, first class materials shall be used in the performance of Tenant's Work.
- F. Settlement of Disputes - It is understood and agreed that any disagreement or dispute which may arise between Landlord and Tenant with respect to Tenant's Work shall be resolved by the decision of Landlord's Architect.
- G. Architectural Work and Finishes to be Provided by Tenant:
  - 1. Floors - Tenant shall finish floor elevations at all store entrances to the same elevation as adjacent areas.
  - 2. Walls, Partitions, Doors and Ceilings - Tenant shall perform all work on walls, partitions and doors other than that to be performed by Landlord, subject to the following standards:
    - a. All interior partitions shall be metal stud construction, shall not exceed ceiling height, and shall have 5/8 inch gypsum board on all sides with taped and sanded joints. Any combustible materials applied to partitions shall be covered with a fire retardant coating.
    - b. Tenant shall perform all interior painting, decorating, paneling, wallpapering, peg boarding, etc., on all walls and partitions.
    - c. Commercial grade finish hardware, labeled where required, shall be used throughout. All doors shall have one and one half pair of butts, wall or floor stops, kick plates and/or lock sets and push pull plates, and other hardware as required by applicable code.
  - 3. Structural - In performance of Tenant's Work it is understood that:
    - a. Any alterations, additions or reinforcements to Landlord's structure to accommodate Tenant's Work shall not be performed without, in each instance, the written approval of the Landlord's Architect. Tenant shall leave Landlord's structure as strong or stronger than the original design and with the finish unimpaired.
    - b. Roof penetrations required by Tenant and approved in writing by Landlord (cutting of roof deck material and the repair of same) shall be performed, repaired and maintained by Landlord's roofing

contractor at Tenant's expense. No roof penetrations shall be made without Landlord's prior written approval, which approval may be withheld in Landlord's sole discretion.

- H. Heating, Ventilating and Air Conditioning - Tenant shall, if odors, excessive heat, moisture, smoke or other air contaminants, including, but not limited to those produced by food service facilities, beauty salons, etc., emanate from the Leased Premises, and where directed by the Landlord, provide separate exhaust systems and "make-up air systems." All exhaust systems shall comply with NFPA standards, applicable codes and Landlord's Design Criteria.
- I. Fire Protection:
1. Any damage caused by Tenant, its contractors, agents or employees to Landlord's sprinkler systems will be repaired by Landlord at Tenant's expense.
  2. Landlord's sprinkler main, if any, will become active on a schedule established by Landlord. Should Tenant require that the Landlord's sprinkler mains be modified or changed, such work will be performed by Landlord's contractor at Tenant's expense.
  3. Landlord's fire insurance carrier shall from time to time during the term of this Lease have the right to inspect the fire protection system and its component parts installed by Tenant. Said system shall at all times comply with requirements of said carrier, and shall meet the conditions of its approval, and any alterations, improvements, repairs, or maintenance required by any such carrier shall be Tenant's sole responsibility and shall be performed promptly at Tenant's expense upon notice. If a central station alarm system be installed, or if routine maintenance and inspection service be instituted any time during the term of this Lease, Tenant agrees that Landlord may include the cost therefore in the Common Area Charges set forth in this Lease.
- J. Electrical - Where process power is required, Landlord may elect to require that Tenant make direct arrangements with the local power company for this and the miscellaneous power portion of Tenant's total requirements.

Tenant shall:

1. Provide all telephone system panels, outlets, and conduits (if required) for the Leased Premises. All wire in ceiling must be in conduit except for low voltage wiring required for such items as telephones and sound systems and shall otherwise conform to applicable code requirements.
2. Provide all other electrical systems in the Leased Premises that may be required by Tenant such as: security system, sound system, intercom system, etc.

3. Provide all electrical work and lighting.
- K. Plumbing - Provide all plumbing work.
- L. Protection - At all times during the construction of Tenant's Work, it shall be the Tenant's responsibility to cause each of Tenant's contractors and subcontractors to maintain continuous protection of the Leased Premises in such a manner as to prevent any damage to Landlord's or Tenant's Work, or to adjacent property and improvements by reason of the performance of Tenant's Work. Tenant's contractor and subcontractors shall properly secure the Leased Premises, including the furnishing of temporary guard rails and barricades.
- M. Coordination of Tenant's Work - Tenant shall coordinate its work with all work being performed or to be performed by Landlord, its architects, engineers or contractors, and other tenants of the Shopping Center to such extent that Tenant's Work shall not interfere with or delay the completion of any such work in the project, or interfere with the conducting of business by other tenants. Tenant's contractors, or subcontractors shall not at any time damage, injure, interfere with or delay the completion of the building or any other construction within the Shopping Center, and they and each of them shall comply with all procedures and regulations prescribed by Landlord, for integration of Tenant's Work with the work to be performed in connection with the Shopping Center. Tenant shall be responsible for all costs incurred in coordinating his plans with Landlord's Architect and Engineers.
- N. Notwithstanding anything to the contrary contained in the Lease to which this Exhibit D is attached, or in this Exhibit D, Tenant shall, and hereby does, protect, indemnify, defend, and hold harmless Landlord, Landlord's beneficiary, and Landlord's lenders from and against any and all claims, damages, liabilities, losses, causes of action, liabilities, obligations, judgments, costs and expenses (including, but not limited to, attorneys' fees and court costs), suffered or incurred by any or all of the indemnified parties as a result of, or due to, or arising from, any actions or omissions by Tenant, its contractor, subcontractors, agents, and employees occurring in the course of, or as a part of, or in preparation for, the performance of the Tenant's Work, as contemplated and required under the Lease and this Exhibit D.
- O. General Provisions
1. If, as a result of the design and layout of the Leased Premises by Tenant, any changes, additions and/or increases in capacity have to be made in the Leased Premises, such as, but not limited to, sprinkler work, additional roof openings, changes or increases in capacity in the plumbing, electrical or mechanical services, lines, conduits or equipment, special foundation preparation, special reinforcements, depression of floor slab or other structural changes required to accommodate Tenant's equipment, such changes, additions and/or increases in capacity if approved by Landlord,

shall be performed by Landlord's Contractor at Tenant's expense. Landlord shall advise Tenant as to the cost of such additional work.

2. Landlord shall have the right to require Tenant to furnish payment and performance bonds or other security in form satisfactory to Landlord to guarantee the prompt and faithful performance of Tenant's Work, assuring completion of Tenant's Work and conditioned that Landlord will be held harmless from payment of any claim either by way of damages or liens on account of bills for labor or material in connection with Tenant's Work.
3. It is understood and agreed between Landlord and Tenant that costs incurred by Landlord, if any, as a result of Tenant's failure or delay in providing the information as required in this Exhibit D and in the Lease to which this Exhibit D is attached, shall be the sole responsibility of Tenant and Tenant will pay such costs, if any, promptly upon Landlord's demand.
4. Tenant shall submit to Landlord at least ten (10) days prior to the commencement of Tenant's Work the following:
  - a. The name and address of Tenant's general contractor and subcontractors.
  - b. The actual commencement date of Tenant's Work, the estimated completion date of Tenant's Work, and the estimated store opening date.
  - c. Certificates of insurance as set forth below. Tenant shall not permit its contractor(s) to commence any work until all required insurance has been obtained and certified copies of the policies have been delivered to Landlord and Landlord has approved same.
5. Tenant shall secure, pay for and maintain or cause its contractors to secure, pay for and maintain prior to commencement of construction and continuing through construction, fixturing and store opening the following insurance coverages:
  - a. Worker's Compensation in statutory amounts and employer's liability insurance with limits of not less than \$100,000 each accident, \$500,000 disease, policy limit, and \$100,000 disease, per employee, and other insurance as required by any Employee Benefit Act or other statute applicable where the work is to be performed as will protect the contractor and subcontractors from any and all liability under the aforementioned acts.
  - b. Commercial General Liability insurance (including Contractor's Protective Liability) with a combined single limit of not less than \$5,000,000.00. If applicable, such insurance shall have the explosion, collapse and underground exclusion (known as the

XCU exclusion) deleted. There will be contractual liability coverage and any and all claims for personal injury, including death resulting therefrom and damage to the property of others and arising from its operations under the contract whether such operations are performed by the general contractor, subcontractors or any of their subcontractors, or by any one directly indirectly employed by any of them.

- c. Comprehensive Automobile Liability insurance, including the ownership, maintenance and operation of any automotive equipment owned, hired, and non-owned with a combined single limit of \$5,000,000.00.
- d. Builder's Risk completed value form affording "all risks of physical loss of damage" on its work in the Demised Premises.

All such insurance coverage shall name Landlord, Landlord's mortgagee and beneficiaries and their respective agents and employees as additional insureds and all such policies shall provide that they shall not be canceled except upon (10) days prior written notice to Landlord.

- 6. All contractors engaged by Tenant shall be bondable, licensed contractors, and approved by Landlord, in Landlord's sole discretion. All such contractors shall work in harmony with all contractors engaged by Landlord.
- 7. Tenant's Work shall be subject to the inspection of Landlord, Landlord's architect and Landlord's general contractor from time to time during the period in which Tenant's Work is being performed.
- 8. Tenant shall apply and pay for all utility connection fees as required.
- 9. On the completion of the Tenant's Work, all Tenant's facilities shall be fully operable without defects.
- 10. All work performed by Tenant during the term of the Lease shall be performed so as to cause a minimum of interference with other tenants and the operation of the Shopping Center. Tenant will take all precautionary steps to protect its facilities and the facilities of others affected by Tenant's Work and police same properly. Construction equipment and materials are to be located in confined areas and truck traffic is to be routed to and from the site as directed by Landlord so as not to burden the construction or operation of the Shopping Center. Landlord shall have the right to order Tenant, or Tenant's general contractor, or any subcontractor who willfully violates the above requirements to cease work, and to remove himself, his equipment and his employees from the Shopping Center.

11. No approval by Landlord shall be valid unless in writing and signed by Landlord or Landlord's architect.
  12. Tenant shall provide at its expense temporary heat during construction if necessary.
  13. Tenant at its expense shall remove trash as Landlord may direct.
- P. Architect's Certification of Acceptance - Upon completion of Tenant's construction and fixturing work within the Leased Premises, Landlord's architect shall inspect the Leased Premises, and if same is acceptable, shall issue an "Architect's Certificate of Acceptance" for the Leased Premises. The issuing of such a Certificate shall be contingent upon all of the following:
1. Tenant shall have satisfactorily completed the work to be performed by Tenant as set forth in the attached Lease and Exhibits to the Lease, in accordance with the approved plans and specifications.
  2. Tenant shall have furnished Landlord with waivers of liens and contractor's affidavits, in such form as may be required by Landlord or Landlord's lender, from all parties performing labor or supplying materials in connection with such work showing that all of said parties have been compensated in full. Tenant shall have furnished Landlord with Tenant's sworn statement and long form affidavit which shall include equipment and fixtures, and architect, engineers, and contractor(s) with waivers in full. In addition, Tenant's contractor shall have furnished a long form affidavit with waivers for all subcontractors.
  3. Tenant shall have submitted to Landlord a detailed breakdown of Tenant's final and total construction costs, together with receipted invoices showing payment thereof, or such evidence of payment as is satisfactory to Landlord.
  4. Tenant shall have reimbursed Landlord for the cost of any of Tenant's Work done for Tenant by Landlord and the cost of temporary power and trash removal.
  5. Tenant, at its expense, shall have secured and delivered to Landlord's architect an occupancy permit and all other necessary permits, licenses, and approvals to open for business; and a written statement from Tenant's architect that all of Tenant's Work fully complies with the approved plans and specifications and all applicable statutes, ordinances, rules regulations and codes.
  6. Payment by Tenant to Landlord of Tenant's plan review and inspection fee in the amount of \$300.00.

- Q. Tenant shall not open for business until it has received Landlord's Architect's Certificate of Acceptance.
- R. Disclaimer - Landlord or Landlord's architect's approval of Tenant's plans and specifications or to any changes, modifications or additions thereto, and any inspections made by Landlord or Landlord's architect, and the issuance of an Architect's Certificate of Acceptance by Landlord's architect shall not constitute the assumption of any liability, obligation or responsibility on the part of Landlord or Landlord's architect. Tenant and Tenant's architect shall be solely responsible for such plans and specifications meeting the requirements of any statutes, ordinances, rules, regulations and codes and for their fitness and suitability for their intended use and purpose; and Tenant does hereby release Landlord and Landlord's architect from any loss, cost, claim or damage arising in any manner whatsoever from Tenant's plans and specifications and Tenant's Work.

**EXHIBIT E**

**DESCRIPTION OF LANDLORD'S WORK**

Delivery of space "as-is" from pre-existing tenant build-out performed by Landlord.

## EXHIBIT F

### RULES AND REGULATIONS

- |                         |    |   |
|-------------------------|----|---|
| Trash                   | 1. | All garbage and refuse shall be kept in the kind of containers specified by Landlord, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the costs of removal of any of Tenant's refuse or rubbish. Tenant shall not permit any dumping, disposing, incineration or reduction of garbage, except as set forth in these Rules and Regulations.   |
| Deliveries              | 2. | All loading and unloading of goods and any other deliveries shall be done only at such times, in the areas, and through the entrances, designated, for such purposes by Landlord.   |
| Noise                   | 3. | No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord.   |
| Employee Parking        | 4. | Tenant and Tenant's employees shall park their vehicles only in those portions of the parking area designated by Landlord. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees, within five (5) days after taking possession of the Leased Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event that Tenant or its employees, fail to park their cars in designated parking areas as aforesaid, then Landlord at its option shall charge Tenant Ten Dollars (\$10.00) per day per car parked in any area other than those designated, as and for liquidated damages. |
| Temperature Maintenance | 5. | If the Leased Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.   |
| Extermination           | 6. | Tenant shall use, at Tenant's sole cost and expense, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.   |
| Sidewalks               | 7. | The outside sidewalk area immediately adjoining the Leased Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.  |

- |                             |     |  |
|-----------------------------|-----|--|
| Outside Displays            | 8.  | Tenant shall not use any of the Shopping Center common areas for display and/or sale of merchandise without the express written approval of Landlord, which approval may be given or withheld in Landlord's sole discretion.   |
| Roof                        | 9.  | Tenant shall not affix anything to the roof of the Leased Premises and Shopping Center and shall not bore any holes through the roof for any purpose whatsoever.   |
| Lighting                    | 10. | Tenant shall light its signs and its display windows, if any, each and every day of the Term, during those hours designated by Landlord.   |
| Awnings                     | 11. | No awning or other projection shall be attached to the outside walls of the Leased Premises or the building of which they form a part.   |
| Aerials or Antennas         | 12. | No radio or television aerial or any other aerial shall be erected on the roof or exterior walls of the Leased Premises or the building of which they form a part, or on the Shopping Center grounds without, in each instance, the prior written consent of Landlord, which approval may be given or withheld in Landlord's sole discretion.  |
| Going-Out-of-Business Sales | 13. | No auction, fire, bankruptcy, going-out-of-business or distress sales shall be conducted on or about the Leased Premises.  |
| Noxious Odors; Emissions    | 14. | Tenant shall not make or permit any emission of odor, dust, smoke or gases that Landlord, in its sole and absolute discretion, deems objectionable to emanate from the Leased Premises.  |
| Lodging                     | 15. | No person shall use the Leased Premises as sleeping quarters, sleeping apartments or lodging rooms.  |
| Vending Machines            | 16. | Except as otherwise specifically permitted in the Lease, Tenant shall not operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages or services, including, but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of foods, beverages, candy, tobacco products or other commodities or any moving sign or fixture of any kind without prior written consent of Landlord. |
| Hours of Operation          | 17. | Tenant shall be open in accordance with the liquor license hours of the Village of Bartlett.   |

**EXHIBIT G**

**TENANT ESTOPPEL CERTIFICATE**

To: 59<sup>th</sup> & Army Trail, LLC  
Shopping Center: Galleria of Bartlett, Bartlett Illinois  
Lease Dated: \_\_\_\_\_, 2023  
Landlord: 59<sup>th</sup> & Army Trail LLC, an Illinois limited liability company  
Tenant: Bartlett Liquors & Wine, Inc.

The undersigned, Tenant under the above-referenced Shopping Center Lease (the "Lease"), hereby certifies to the present Landlord and any mortgagee or future mortgagee of the above Shopping Center, that:

1. Said Lease is presently in full force and effect, is valid and binding upon Tenant in every respect, and is unmodified (by either amendments or letter agreements) except for amendments referred to above.
2. Tenant has accepted possession of the Leased Premises (as defined in the Lease) in AS-IS condition.
3. To the best of Tenant's knowledge and belief, Landlord has fulfilled all of its obligations under the Lease to date.
4. No rent under said Lease has been paid more than one month in advance of its due date nor have any other charges or monetary obligations of Tenant under the Lease been prepaid.
5. The address for notices to be sent to Tenant is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

6. Tenant, as of this date, has no charge, lien or claim of offset under said Lease or otherwise against rents or other charges due or to become due under the Lease.
7. No security deposit is being held by Landlord except as follows: \$ \_\_\_\_\_.
8. There are no accrued liabilities or claims of any nature as of this date which Tenant might seek to assert against Landlord.

9. No breach, default or event of default has occurred under the Lease by Tenant or Landlord to the best of the knowledge and belief of Tenant.
10. Tenant has paid all Real Estate Taxes, Insurance Payments and Common Area Charges which are Tenant's responsibility under the Lease if such expenses are due and payable.
11. Tenant has not assigned, transferred or hypothecated the Lease or any of its rights under the Lease to any person, firm or corporation.
12. The Possession Date of the Lease is \_\_\_\_\_, 20\_\_\_\_. The Rent Commencement Date of the Lease is \_\_\_\_\_, 20\_\_\_\_. Minimum Rent under the terms of the Lease in the amount of \$\_\_\_\_\_ per month will commence on the Term Commencement Date, Tenant's Pro Rata Share for purposes of computing Tenant's contribution to Real Estate Taxes, Insurance Payments and Common Area Charges is \_\_\_\_\_%. In each case subject to adjustment as provided for in the Lease, Minimum Rent and all other charges payable by Tenant under the Lease to the extent due and payable have been paid through the date of this Estoppel Certificate.
13. Landlord is not in default under any commitments made to induce Tenant to enter into the Lease. Except for rent abatements (if any) set forth in the Lease, Landlord is not obligated to make any inducement payments to Tenant which have not been made or to provide other inducement consideration which has not been provided.
14. Tenant is not insolvent and is able to pay its debts as they mature.
15. Tenant is not aware of any material defects in the condition of the Leased Premises or in the Shopping Center of which the Leased Premises are a part.
16. Tenant has no option or preferential right to purchase all or any part of the Shopping Center of which the Leased Premises are a part.
17. Tenant has no agreements with Landlord in respect to the Leased Premises or possible expansion of the Leased Premises or termination of the Lease not reflected in said Lease, except those which have been fully paid and/or performed by Landlord prior to the date hereof.
18. Tenant has no right to remove any fixtures in the Leased Premises except movable trade fixtures owned by Tenant and except tenant improvements which Landlord required Tenant to remove pursuant to the terms of the Lease, all other than as described below (if applicable).

This Certificate has been delivered to the addressee for the use and benefit of the addressee and any present or future mortgagee of the above referenced Shopping Center with the understanding they will rely hereon in connection with the ownership or the acquisition of a direct or indirect interest in the Shopping Center of which the Leased Premises are a part. By execution of this Estoppel Certificate, the signatory party certifies that he/she is duly authorized to execute and deliver this Estoppel Certificate.

Date: \_\_\_\_\_, 2023

Bartlett Liquors & Wine, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT H**  
**EXCLUSIVE USES**

**EXHIBIT I**  
**GUARANTY**

In consideration of, and as an inducement for the granting, execution and delivery of the foregoing Shopping Center Lease dated \_\_\_\_\_, 2023 (hereinafter called the "Lease"), by 59<sup>TH</sup> & Army Trail LLC, an Illinois limited liability company, the Landlord therein named (hereinafter called the "Landlord") to , Narinder K Sohi, the Tenant therein named (hereinafter called the "Tenant"), and in further consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid by the Landlord to the undersigned (hereinafter called the "Guarantor"), Guarantor hereby guarantees as to the Landlord, its successors and assigns, the full and prompt payment of Rent and additional rent, including, but not limited to, the Minimum Rent, Tenant's proportionate share of Insurance Payments, Real Estate Taxes, Common Area Charges, utility charges, and other sums and charges payable by the Tenant, its successors and assigns, under the Lease, and full performance and observance of all covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant, its successors and assigns; and the Guarantor hereby covenants and agrees that if default shall at any time be made by the Tenant, its successors and assigns, in the payment of any such Rent and additional rent, payable by the Tenant under said Lease, or in the performance of any of the terms, covenants, provisions or conditions contained in said Lease, the Guarantor will forthwith pay such Rent and additional rent to the Landlord, its successors and assigns, and any arrearage thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions and will forthwith pay to the Landlord all damages that may arise in consequence of any default by the Tenant, its successors and assigns, under the Lease including, without limitation, all reasonable attorney's fees incurred by the Landlord or caused by any such default and by the enforcement of this Guaranty.

This Guaranty is an absolute, continuing and unconditional Guaranty of payment and of performance. It shall be enforceable against the Guarantor, its successors and assigns, without the necessity for any suit or proceedings on the Landlord's part of any kind or nature whatsoever, against the Tenant, its successors and assigns, and without the necessity of any notice of non-payment, non-performance, or non-observance or any notice of acceptance of this Guaranty or any other notice or demand to which the Guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives; and the Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the assertion or the failure to assert by the Landlord against the Tenant, or the Tenant's successors and assigns, of any of the rights and remedies reserved to the Landlord pursuant to the provisions of the Lease. Guarantor further waives any claims or defenses available to Tenant under the Lease, or otherwise. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of (a) the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the

terms, covenants and conditions of the Lease, or (b) any non-liability of Tenant under the Lease, whether by insolvency, discharge in bankruptcy, or any other defect or defense which may now or hereafter exist in favor of Tenant other than defects or defenses based on Landlord's default under the Lease.

The Guaranty shall be a continuing Guaranty, and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extension of time that may be granted by the Landlord to the Tenant, its successors and assigns, or by reason of any dealings or transactions or matters or things occurring between the Landlord and the Tenant, its successors and assigns whether or not notice thereof is given to the Guarantor (all of which Guarantor expressly authorizes Landlord to do without notice to or demand of Guarantor). This Guaranty cannot be assigned, transferred, modified, changed, altered or terminated in any manner whatsoever without the express written consent of the Landlord.

To the full extent permitted by law, Guarantor hereby waives all right to trial by jury in any claim, action, proceeding or counterclaim by Guarantor against Landlord and any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use and occupancy of the Leased Premises and/or any emergency or statutory remedy.

Guarantor hereby irrevocably authorizes Landlord, from time-to-time, to perform searches for credit information and to order credit bureau reports concerning Guarantor. The foregoing authorization shall continue until the latter to occur of (i) the full and complete performance by Tenant of each and every obligation of Tenant under the Lease; and (ii) the full and complete performance by Guarantor of each and every obligation of Guarantor under this Guaranty.

DATED: \_\_\_\_\_, 2023



Est. 1892

## DEPARTMENT OF POLICE

# The Village of Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495  
Telephone 630.837.0846 Fax 630.837.0865

### POLICE DEPARTMENT MEMORANDUM 23-36

**DATE:** July 20, 2023  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Geoffrey Pretkelis, Chief of Police *GP9*  
**RE:** Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Narinder Sohi

Business: Bartlett Liquors & Wine (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 Nationally  
Accredited



LM-35

Liquor Manager

Application

Status: Active

Submitted On: 8/8/2023

Primary Location

No location

Applicant

Narinder sohi

[REDACTED]

[REDACTED]

[REDACTED]

CAROL STREAM, Illinois  
60188

### Statement of Liquor Manager

Name of Business\*

BARTLETT LIQUORS AND WINE INC.

Business Address:\*

1072 W ARMY TRAIL RD , BARTLETT, IL  
60188

Business Telephone Number\*

6305441982

Liquor Manager Name\*

NARINDER SOHI

Home Address\*

[REDACTED] CAROL STREAM, IL  
60188

Previous address

Home Telephone Number\*

[REDACTED]

Date of birth\*

[REDACTED]

Place of birth\*

INDIA

Social Security Number\*

[REDACTED]

Drivers License Number\*

[REDACTED]

State issued by

Illinois

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

Yes

Date fingerprinted?\*

07/18/2023

Have you ever been convicted of a felony under any Federal or State law in the last 10 years?\*

No

Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality?\*

No

Have you ever been convicted of a violation of any Federal, State or Local Liquor law?\*

No

Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in the questions above?\*

No

Has any license previously issued to you by Federal, State or Local authorities been revoked?\*

No

In what capacity are you employed by the applicant?\*

owner

Give name of person who appointed you in your present capacity\*

Narinder Sohi

Date of appointment

08/08/2023

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

METRO HOME HEALTH- CLINICAL SUPERVISOR -FROM 04/2020- TO PRESENT (1032 E OGDEN AVE, NAPERVILLE IL-60563 )  
SOUL CARE SERVICES- RN CASE MANAGER FROM 12/2017- 03/2020 (1645 S RIVER RD, DESPLAINS IL 60018

**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\***

Dedicated and results-driven professional with a Bachelor of Science degree and with 11 years of experience in the medical field and one year of hands-on experience in managing a liquor store In my hometown country (India). Seeking opportunities to leverage my expertise in alcohol retail and customer service to contribute effectively to a dynamic business environment. I am on a manager post for the last three years includes skills related to customer service, compliance, inventory management, marketing, Staff supervision, vendor management, compliance with laws and regulations, point of sale (POS) systems, team leadership, CERTIFICATION - BASSET LICENCE

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

40

## AFFIDAVIT

Petitioner swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws of the State of Illinois or the Laws of the State of Illinois or the Laws of the United States of America, in the conduct of the place of business described herein. The undersigned further swears (of affirms) that he/she shall conduct the business in a manner consistent with all representations made on this application and consistent with any representations made before the Local Liquor Commissioner.

**By checking this box I agree to the above without reservation.\***

NARINDER SOHI  
Aug 7, 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.\***

NARINDER SOHI  
Aug 7, 2023