

**VILLAGE OF BARTLETT**  
**VILLAGE HALL, 228 S. MAIN STREET**  
**BOARD AGENDA**  
**DECEMBER 5, 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 Minutes, November 21, 2023
- \*7. BILL LIST: December 5, 2023
8. TREASURER'S REPORT: None
9. PRESIDENT'S REPORT: None
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. Ordinance Approving a Site Plan and Granting a Special Use Permit to Allow Trailer and Semitrailer Storage for Lot 15N in the Brewster Creek Business Park

B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. None

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

1. Resolution Adopting the 2024-28 Capital Improvements Program
2. Ordinance for the Levy and Assessment of Taxes for the General Corporate and Other Purposes of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, for the Fiscal Year Beginning May 1, 2023 and Ending April 30, 2024
- \*3. Ordinance Abating a Portion of Taxes Heretofore Levied for the Year 2023 to Pay Debt Service on: General Obligation Refunding Bonds Series 2017; General Obligation Refunding Bonds Series 2019; and General Obligation Bonds Series 2021A of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois

D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

- \*1. 2024 Annual Meeting Schedule
- \*2. Ordinance Creating a Class C Liquor License

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. None

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

- \*1. Resolution Approving an Intergovernmental Agreement Among the Village of Bartlett, the Village of Hoffman Estates, the Village of Barrington Hills and the Village of Barrington, for the Equally Shared Costs for Work Towards the Recertification of a Quiet Corridor along the Canadian National Railroad

13. NEW BUSINESS

- A Bartlett Liquors and Wine Inc. DBA Bartlett Liquors Class C Liquor License

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**November 21, 2023**

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1. CALL TO ORDER

President Wallace called the regular meeting of November 21, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Civic Engineer Nick Talerico, Planning and Development Director Kristy Stone, Assistant Golf Professional Paul Galvan, Police Chief Geoff Pretkelis, Deputy Chief Rob Sweeney, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

3. INVOCATION – Reverend Catherine Erwin from Immanuel United Church of Christ 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.

There were no additions or subtractions to the Consent Agenda.

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

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



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

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT

Finance Director Todd Dowden stated that the Treasurer's Report for the month of September is included in the packet. Also included is the sales tax report and they received \$354,588 that was up \$20,436 or 6% from the prior year. MFT tax, they received \$161,807 that was up \$14,920 or about 10% from the previous year.

In regard to the Local Government Distributive Fund (LGDF), they received \$2,844,661. This would be \$4,500,000 if we were getting the full 10% so it is short about 1.7%. We are down \$185,000 the same time as last year, this period.

9. PRESIDENT'S REPORT

A proclamation was read recognizing Small Business Saturday.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized commissioner anniversaries.

He stated that he has had a lot of questions about the gas station on Lake Street and North Bartlett Road.

Planning & Zoning Services Director Kristy Stone stated that there are back taxes on the property, unfortunately the state of it does help us in our TIF eligibility. We are not pursuing this removal at this time but is something that will be considered as part of the TIF redevelopment. The tanks still remain underground. There is no time frame at this time.

11. TOWN HALL

**Patrick Slimak, 378 Millwood Drive**

Mr. Slimak stated that his house backs up to Ruzicka Park and in between them is a large lot of land which is under the jurisdiction of ComEd. He has lived there for 31 years and it has been chaos. It is basically controlled by DuPage County so Bartlett Police Department cannot say



## VILLAGE OF BARTLETT BOARD MINUTES November 21, 2023

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anything about it. He is all for kids and sports but some of the parents disobey the rules that have been put on there by ComEd and there is no one to enforce them on Saturday afternoons. Cars are parked all over the place, they drive 40-50 feet down the bike path so they could get on the grass where ComEd has clear signage not to park there. He has seen parents from the Bartlett Raiders do spinouts with their kid in the car. There is regular dumping from Elmhurst Chicago Stone and semis parked there. It is like the wild, wild west with no rules of law. He has talked with multiple people in the village and there are things that could be done even though the village does not have jurisdiction of the immediate property. The ball field that gets leased out to the teams should abide by the rules. Two large trailers and a container are parked directly in front of a sign that says "no parking". This has been continuous for 30+ years in his backyard.

President Wallace asked if they have any ideas on what to do with that area.

Ms. Stone stated that they have reached out to the Raiders to make sure that they are reminding the spectators to park within the gravel lot.

President Wallace asked if they could put up barriers.

Ms. Stone stated that they would have to talk to ComEd. They have recently had discussions with ComEd regarding the lease on the property.

### 12. STANDING COMMITTEE REPORTS

#### A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen presented Ordinance 2023-106, an Ordinance Dissolving the Bartlett Quarry Special Tax Allocation Fund and Terminating the Designation of the Bartlett Quarry Redevelopment Project Area Within the Village of Bartlett, DuPage, Cook, and Kane Counties, Illinois.

The Village Board will consider an Ordinance Terminating the Bartlett Quarry Redevelopment Special Tax Allocation Fund and Terminating the Bartlett Quarry Redevelopment Project Area at its November 21, 2023, Regular Board Meeting. As this is the final year of the TIF District's term, the Village Board will need to adopt an Ordinance formally terminating the TIF District and the Special Tax Allocation Fund where the increment funds have been deposited throughout the life of the TIF District.

The Ordinance terminating the Brewster Creek TIF District creates a Cash Reserve Account to (1) receive any trailing increment funds from the 2022 tax year; (2) pay the remaining TIF Obligations and expenses; and (3) pay any refund of incremental property taxes ordered by Cook County or DuPage County of incremental after a successful tax objection. Once the remaining TIF obligations are satisfied, the Cash Reserve Account will be closed and the remaining funds, if any, will be distributed to the taxing districts.



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Trustee Gunsteen moved to approve Ordinance 2023-106, an Ordinance Dissolving the Bartlett Quarry Special Tax Allocation Fund and Terminating the Designation of the Bartlett Quarry Redevelopment Project Area Within the Village of Bartlett, DuPage, Cook, and Kane Counties, Illinois and that motion was seconded by Trustee Deyne.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2023-106 DISSOLVING THE BARTLETT QUARRY SPECIAL TAX ALLOCATION AND TERMINATING THE DESIGNATION**

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

Trustee Gunsteen presented Ordinance 2023-107, an Ordinance Approving a Site Plan and Granting a Special Use Permit to Allow Trailer and Semitrailer Storage for Lot 22B in the Brewster Creek Business Park.

The petitioner is requesting Site Plan Review for a proposed 20,000 square foot office warehouse facility. The office will consist of 6,000 square feet divided between two levels with the second level being a mezzanine. The remaining 17,500 square feet will be dedicated to warehouse uses. The site contains thirty-six parking spaces for office and warehouse employees and visitors, which meets zoning ordinance requirements. There are sixty-nine trailer and semi-trailer parking spaces. The petitioner is requesting a special use permit to allow for outdoor truck trailer and semi-trailer storage.

The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's request, and recommended approval at their meeting on November 2, 2023.

Trustee Gunsteen moved to approve Ordinance 2023-107, an Ordinance Approving a Site Plan and Granting a Special Use Permit to Allow Trailer and Semitrailer Storage for Lot 22B in the Brewster Creek Business Park and that motion was seconded by Trustee Deyne.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2023-107 APPROVING A SITE PLAN AND SPECIAL USE TO ALLOW TRAILER STORAGE ON LOT 22B**

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

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

Trustee Gandsey stated that there was no report.



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C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte presented Resolution 2023-108-R, a Resolution Urging the Restoration of the Local Government Distributive Fund for Illinois Municipalities.

The resolution urges the restoration of the Local Government Distributive Fund (LGDF) for Illinois municipalities. The reduction of the LGDF share from 10% to 5.45% and 6.47% as it stands now, has a significant financial impact on the Village of Bartlett. Through the first 7 months of FY2024 the village has lost \$2,315,423 due to the LGDF percentage reduction. Additionally, restoring the LGDF would help municipalities deal with the numerous unfunded mandates from the state as the SAFE-T Act. The resolution calls on representatives in the General Assembly to take action to restore the LGDF share to 10%, as it was for 42 years.

President Wallace addressed Mr. Dowden about the LGDF being down, lower than last year, is a direct reflection on the income tax being reduced in the State of Illinois and people moving out of Illinois.

Village Administrator Paula Schumacher stated that through the COG's, especially DuPage Mayors and Managers COG, they have been able to meet one-on-one with the representatives and hand them the datasheet for all DuPage municipalities. It shows them the impact that that reduction has had, the importance to the community and the kinds of programs that are being funded or state-mandated like the SAFE-T Act, lead service replacement and police pension funding. While they make those deadlines when these things have to be in place, they make no provision for funding them. We have been able to have those conversations with our state representatives and it is a challenge to repetitively talk about LGDF. Some of the state legislators actually joke about it. We have been effective even though it is small and incremental. The COG's are committed to continue that discussion in Springfield. The feeling being that if we back off and go away and take a session off of this issue, it will be ignored and they will think everything is okay.

Trustee Gunsteen stated that the State is collecting more money continuously not cutting, but municipalities across Illinois are finding ways that they have to cut just to make ends meet. They have to have a lot of pressure coming from other municipalities as well.

Ms. Schumacher stated absolutely. That is the power of the COG's (Northwest Municipal Conference and DuPage Mayors and Managers). Passing the resolutions as we have in the past and did tonight, will be sent to our legislators.

Trustee LaPorte stated that LGDF was created in 1969, not as a grant, but as a revocable commitment to the municipalities in return for their support in creating a state income tax. We could be like Florida and not have a state income tax but we cut a deal in 1969, so we have every reason to be angry about this.

Ms. Schumacher stated that the COG's do a really good job in communicating the impact on each individual community and sending those directly to the legislators for those particular districts.



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Not only do they do broader things like the legislative breakfasts and legislative coffees, where we are all there together. We do have the opportunity to do one-on-one discussions with our district representatives directly. The COG's have done a really good job make sure everyone is speaking with one voice. They have standardized a lot of the information sheets and handouts so that numbers become real and those projects become real. They have done very specific information sheets that they hand to the legislators and have heard that they have been very effective. The other big hurdle is also getting the attention of the governor which a number of local mayors were able to meet with them. It is a hot and cold kind of discussion. Some years they say it is DOA some years they say they may have some room. It always comes down to the last minute to see what percentage we are getting.

President Wallace encouraged all of the board members to reach out to their reps continually. If you have any complaints about taxes, tell those people to reach out to their reps.

Trustee LaPorte moved to approve Resolution 2023-108-R, a Resolution Urging the Restoration of the Local Government Distributive Fund for Illinois Municipalities and that motion was seconded by Trustee Deyne.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2023-108-R URGING RESTORATION OF LGDF FOR ILLINOIS MUNICIPALITIES**

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

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

Trustee Hopkins stated that there was no report.

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

Trustee Suwanski stated that there was no report.

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

Trustee Deyne stated that Ordinance 2023-109, an Ordinance Approving a Water Purchase and Sale Contract Between the DuPage Water Commission and Contract Customers and Resolution 2023-110-R, a Resolution Approving an Extension of the Water Supply Contract Between the DuPage Water Commission and the City of Chicago were covered and approved under the Consent Agenda.

**12. NEW BUSINESS**

Trustee Gunsteen stated that he would like to revisit our spa ordinance.



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Trustee Hopkins asked what changes he would like to make.

Trustee Gunsteen believed that maybe it should be made a Special Use so we can define and require the user to go through the process so we know who actually owns these massage parlors.

President Wallace stated that he didn't know that they have given it enough time for the changes that were made. He would request that the board waits to see the reaction and if it has the effect that we wanted to have. Building owners are now aware of the pain they have to go through if they are not restrictive of the leases they sign. He asked for a couple months to see how the chief does with the spot checks.

Trustee Suwanski asked if a license was revoked.

Trustee Deyne stated "yes", they reached an agreement. The owner will be ineligible to receive a massage establishment business license for five years. This is good news.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following. There being no further business to discuss,

Trustee Deyne moved to adjourn the regular Board meeting and that motion was seconded by Trustee Suwanski.

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:29 p.m.

Lorna Gilles  
Village Clerk

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 12/5/2023

**100-GENERAL FUND REVENUES**

**480601-MISCELLANEOUS INCOME**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	QUARTERLY SPC ECOMMERCE CREDIT	-89.74
	<u>INVOICES TOTAL:</u>	<u>-89.74</u>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/DEC 2023	850.20
	<u>INVOICES TOTAL:</u>	<u>850.20</u>

**1100-VILLAGE BOARD/ADMINISTRATION**

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	NAME BADGE LABELS	50.97
1 WAREHOUSE DIRECT	CUSHIONED MAILERS	37.87
	<u>INVOICES TOTAL:</u>	<u>88.84</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PAULA SCHUMACHER	CALEA CONFERENCE EXPENSES	282.54
	<u>INVOICES TOTAL:</u>	<u>282.54</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO METROPOLITAN AGENCY	ANNUAL DUES	1,870.47
	<u>INVOICES TOTAL:</u>	<u>1,870.47</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	31.60
	<u>INVOICES TOTAL:</u>	<u>31.60</u>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	2,327.50
1 VILLAGE OF ITASCA	CPKC COALITION	11,362.08
	<u>INVOICES TOTAL:</u>	<u>13,689.58</u>

\*\* Indicates pre-issue check.

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**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	GRASSLANDS CONSTRUCTION OBSERVATION	3,797.50
1 HAMPTON LENZINI AND RENWICK INC	HAWK HOLLOW STORMWATER/ENG REVIEW	540.00
<b>INVOICES TOTAL:</b>		<b>4,337.50</b>

**523600-SOCIAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	4,194.20
<b>INVOICES TOTAL:</b>		<b>4,194.20</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOVHR USA LLC	EMPLOYEE SATISF SRVY/NEEDS ASSESSMENT	7,875.00
<b>INVOICES TOTAL:</b>		<b>7,875.00</b>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	32.37
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00
<b>INVOICES TOTAL:</b>		<b>60.37</b>

**523500-AUDIT SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAUTERBACH & AMEN LLP	AUDIT SERVICES	8,155.00
<b>INVOICES TOTAL:</b>		<b>8,155.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER	190.66
<b>INVOICES TOTAL:</b>		<b>190.66</b>

**1500-PLANNING & DEV SERVICES**

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FTD AUTO LLC	VEHICLE MAINTENANCE	73.78
** 1 WEX BANK	FUEL PURCHASES - OCT 23	7.00
<b>INVOICES TOTAL:</b>		<b>80.78</b>

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR PLAN REVIEW	100.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 100.00

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - OCT 23	419.57
<u>INVOICES TOTAL:</u>		<u>419.57</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KANE COUNTY PLANNERS	ANNUAL HOLIDAY FORUM	135.00
<u>INVOICES TOTAL:</u>		<u>135.00</u>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	190.03
1 VERIZON WIRELESS	WIRELESS SERVICES	456.12
<u>INVOICES TOTAL:</u>		<u>646.15</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	2,486.27
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 FTD AUTO LLC	VEHICLE MAINTENANCE	632.34
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 FTD AUTO LLC	VEHICLE MAINTENANCE	728.43
1 FTD AUTO LLC	AUCTION VEHICLE INSPECTION	170.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 MYD BARTLETT SG LLC	CAR WASHES/OCT 2023	132.00
1 ULTRA STROBE COMMUNICATIONS INC	DOUBLE CUP HOLDER	54.95
<u>INVOICES TOTAL:</u>		<u>4,526.79</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	USB FLASH DRIVE	75.98
1 AMAZON CAPITAL SERVICES INC	DOG LEASH/PLASTIC BAGS	8.24
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-8.99
1 AMAZON CAPITAL SERVICES INC	CD BURNER/DVD PLAYER	38.98
1 AMAZON CAPITAL SERVICES INC	REPLACEMENT AIR FILTERS	94.99
1 AMAZON CAPITAL SERVICES INC	DUPLEX MODULE ASSEMBLY	84.99
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-6.99
1 AMAZON CAPITAL SERVICES INC	LEASH FOR MAVERICK	15.98
1 THE FINER LINE INC	NAME PLATES	230.89
1 SIRCHIE ACQUISITION COMPANY LLC	TEST KITS	54.84
1 KELLY THOMPSON	REIMBURSEMENT FOR OFFICE SUPPLIES	60.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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INVOICES TOTAL: 648.91

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL	71.82
1 RAY O'HERRON CO INC	UNIFORM APPAREL	13.85
1 RAY O'HERRON CO INC	UNIFORM APPAREL	75.60
1 STREICHER'S INC	HATS	129.90
1 STREICHER'S INC	BADGE HOLDER	28.49
<u>INVOICES TOTAL:</u>		<u>319.66</u>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TASER HOLSTERS	55.98
<u>INVOICES TOTAL:</u>		<u>55.98</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - OCT 23	9,920.61
<u>INVOICES TOTAL:</u>		<u>9,920.61</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DOG LEASH/PLASTIC BAGS	20.81
1 STATE GRAPHICS	BUSINESS CARDS	62.45
1 STATE GRAPHICS	BUSINESS ENVELOPES	350.96
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	113.69
1 WAREHOUSE DIRECT	CERTIFICATE/DOCUMENT COVERS	64.62
1 WAREHOUSE DIRECT	CREDIT MEMO	-10.35
1 WAREHOUSE DIRECT	SHARPIE MARKER	10.35
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	256.69
<u>INVOICES TOTAL:</u>		<u>869.22</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MAHA AYESH	TRAINING EXPENSES	76.80
1 MAHA AYESH	TRAINING EXPENSES	96.00
1 MIREYA FLORES	TRAINING EXPENSES	76.80
1 MIREYA FLORES	TRAINING EXPENSES	96.00
1 WILLIAM NAYDENOFF	CALEA CONFERENCE EXPENSES	1,419.30
1 LAWRENCE PINCSAK	CALEA CONFERENCE EXPENSES	1,419.30
1 GEOFFREY T PRETKELIS	CALEA CONFERENCE EXPENSES	1,574.12
1 BRIAN SIMONE	TRAINING EXPENSES	940.80
1 DYLAN VILLAREAL	TRAINING EXPENSES	96.00
<u>INVOICES TOTAL:</u>		<u>5,795.12</u>

\*\* Indicates pre-issue check.

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**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-328.15
<b>INVOICES TOTAL:</b>		<b>-328.15</b>

**544001-PRISONER DETENTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT SOAP N SUDS	DETENTION BLANKET CLEANING	35.00
<b>INVOICES TOTAL:</b>		<b>35.00</b>

**1800-STREET MAINTENANCE**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	8,559.66
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	3,212.81
1 NICOR GAS	GAS BILL	340.19
1 NICOR GAS	GAS BILL	226.73
1 NICOR GAS	GAS BILL	158.61
1 NICOR GAS	GAS BILL	473.58
<b>INVOICES TOTAL:</b>		<b>12,971.58</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOBCAT LLC	EQUIPMENT REPAIRS	342.43
<b>INVOICES TOTAL:</b>		<b>342.43</b>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	BRIDGE SAFETY INSPECTIONS	3,762.50
<b>INVOICES TOTAL:</b>		<b>3,762.50</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 THE SAVANNA GROUP INC	HOLIDAY LIGHTING INSTALLATION	7,096.00
** 1 THE SAVANNA GROUP INC	HOLIDAY LIGHTING INSTALLATION	3,548.00
<b>INVOICES TOTAL:</b>		<b>10,644.00</b>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	3,114.95

\*\* Indicates pre-issue check.

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1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	310.50
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	35.94
1 GREG KROGMAN	PUBLIC SIDEWALK REPLACEMENT	1,494.31
1 WELCH BROS INC	MAINTENANCE SUPPLIES	123.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	1,400.00
<u>INVOICES TOTAL:</u>		<u>6,478.70</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	IPHONE CAR CHARGER	35.87
1 AMAZON CAPITAL SERVICES INC	OFFICE CHAIR	49.66
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	1,147.24
1 HR DIRECT	ATTENDANCE CALENDAR CARDS	25.85
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING PAINT	491.40
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING PAINT	54.60
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	38.58
1 WAREHOUSE DIRECT	STAMP	22.83
1 WAREHOUSE DIRECT	COFFEE/CREAMERS/SUGAR	98.88
1 WAREHOUSE DIRECT	LABELS	14.23
<u>INVOICES TOTAL:</u>		<u>1,979.14</u>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - OCT 23	6,284.13
<u>INVOICES TOTAL:</u>		<u>6,284.13</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE TRAILER AND HITCHES	MAINTENANCE SUPPLIES	292.80
1 AMAZON CAPITAL SERVICES INC	SCRAPER BAR REPLACEMENT	25.90
1 BATTERY SERVICE CORP	SMALL TOOLS	115.94
1 CAROL STREAM LAWN & POWER	OEM REPLACEMENT BELT	77.48
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	481.07
1 INTERSTATE BILLING SERVICE INC	CREDIT MEMO	-443.59
1 RALPH HELM INC	MAINTENANCE SUPPLIES	144.84
1 RALPH HELM INC	CREDIT MEMO	-81.52
1 TERMINAL SUPPLY CO	LED WORK LAMPS	166.38
<u>INVOICES TOTAL:</u>		<u>779.30</u>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	202.34
1 WELCH BROS INC	ASPHALT GRINDINGS	205.00
1 WELCH BROS INC	GRAVEL PURCHASE	48.00
1 WELCH BROS INC	GRAVEL PURCHASE	448.00
<u>INVOICES TOTAL:</u>		<u>903.34</u>

\*\* Indicates pre-issue check.

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**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	1,185.00
<b>INVOICES TOTAL:</b>		<b>1,185.00</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	MUNGER RD CULVERT REPLACEMENT	13,546.04
1 CHRISTOPHER B BURKE ENG LTD	M&M FEMA NATIVE BASINS	2,293.05
1 CHRISTOPHER B BURKE ENG LTD	MUNGER RD CULVERT REPLACEMENT	1,505.71
1 ENGINEERING RESOURCE ASSOCIATES	ONEIDA BASIN IMPROVEMENTS	267.00
1 HAMPTON LENZINI AND RENWICK INC	STREAMBANK STABILIZATION	14,071.25
<b>INVOICES TOTAL:</b>		<b>31,683.05</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - OCT 2023	165.00
<b>INVOICES TOTAL:</b>		<b>165.00</b>

**4200-MUNICIPAL BLDG PROJECTS EXP**

**572000-BUILDING & GROUNDS IMPROVMNTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING SOLUTIONS TEAM	HVAC SYSTEM REHABILITATION	3,750.00
<b>INVOICES TOTAL:</b>		<b>3,750.00</b>

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	96.75
1 OTM ENVIRONMENTAL SERVICES INC	WATER SYSTEM CHECKS - OCT 23	3,600.00
<b>INVOICES TOTAL:</b>		<b>3,696.75</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	379.68
<b>INVOICES TOTAL:</b>		<b>379.68</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	NOVEMBER 2023 BILLING	724.29
<b>INVOICES TOTAL:</b>		<b>724.29</b>

**524120-UTILITIES**

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

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1 COMMONWEALTH EDISON CO	ELECTRIC BILL	235.85
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	322.89
1 NICOR GAS	GAS BILL	68.06
<b>INVOICES TOTAL:</b>		<b>626.80</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	ASPHALT GRINDINGS/GRAVEL PURCHASE	933.00
<b>INVOICES TOTAL:</b>		<b>933.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE CHAIR	49.66
1 GRAINGER	AIR FILTERS	306.16
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	247.83
1 HR DIRECT	ATTENDANCE CALENDAR CARDS	25.85
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	2,898.55
1 PORTER PIPE & SUPPLY	MATERIALS & SUPPLIES	482.24
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	38.58
1 WAREHOUSE DIRECT	STAMP	22.83
1 WAREHOUSE DIRECT	COFFEE/CREAMERS/SUGAR	98.88
1 WAREHOUSE DIRECT	LABELS	14.23
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	741.50
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	629.60
<b>INVOICES TOTAL:</b>		<b>5,555.91</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	71.91
<b>INVOICES TOTAL:</b>		<b>71.91</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - OCT 23	1,193.26
<b>INVOICES TOTAL:</b>		<b>1,193.26</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	NOVEMBER BILLS POSTAGE	3,060.27
<b>INVOICES TOTAL:</b>		<b>3,060.27</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE TRAILER AND HITCHES	MAINTENANCE SUPPLIES	107.41
1 BLAKE GRENLIE	SCREEN REPLACEMENT REIMBURSEMENT	129.99
<b>INVOICES TOTAL:</b>		<b>237.40</b>

\*\* Indicates pre-issue check.

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**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - OCT 2023	165.00
<b>INVOICES TOTAL:</b>		<b>165.00</b>

**547047-IEPA LOAN INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PAYMENT	59,306.83
<b>INVOICES TOTAL:</b>		<b>59,306.83</b>

**547048-IEPA LOAN PRINCIPAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PAYMENT	174,167.94
<b>INVOICES TOTAL:</b>		<b>174,167.94</b>

**5090-WATER CAPITAL PROJECTS EXP**

**581038-VILLAGE SYSTEM IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	PUMP STATION MODIFICATIONS	3,070.00
<b>INVOICES TOTAL:</b>		<b>3,070.00</b>

**5100-SEWER OPERATING EXPENSES**

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	NOVEMBER 2023 BILLING	724.28
<b>INVOICES TOTAL:</b>		<b>724.28</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	535.30
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	149.16
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	372.56
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	52.28
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	60.34
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	93.66
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	35.66
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	418.82
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	81.61
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	68.94
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	41.84
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	34.92
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	213.32
1 NICOR GAS	GAS BILL	55.13
1 NICOR GAS	GAS BILL	169.35
1 NICOR GAS	GAS BILL	172.63

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 2,555.52

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE CHAIR	49.67
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	658.10
1 HR DIRECT	ATTENDANCE CALENDAR CARDS	25.86
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	154.01
1 WAREHOUSE DIRECT	STAMP	22.84
1 WAREHOUSE DIRECT	LABELS	14.24
<u>INVOICES TOTAL:</u>		<u>924.72</u>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHLORINE CYLINDERS	30.00
1 SOLENIS LLC	CHEMICAL SUPPLIES	16,900.20
<u>INVOICES TOTAL:</u>		<u>16,930.20</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - OCT 23	2,252.37
<u>INVOICES TOTAL:</u>		<u>2,252.37</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	NOVEMBER BILLS POSTAGE	3,060.26
<u>INVOICES TOTAL:</u>		<u>3,060.26</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	280.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	46.56
1 WELCH BROS INC	MAINTENANCE SUPPLIES	18.00
<u>INVOICES TOTAL:</u>		<u>344.56</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	43.96
<u>INVOICES TOTAL:</u>		<u>43.96</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - OCT 2023	165.00
<u>INVOICES TOTAL:</u>		<u>165.00</u>

**510000-SEWER FUND**

\*\* Indicates pre-issue check.

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**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT 11/23	1,171.28
	<b>INVOICES TOTAL:</b>	<b>1,171.28</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582027-WWTP FACILITY IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	WRF - START-UP & TRAINING	3,490.00
1 STRAND ASSOCIATES INC	WRF - CONTRACT ADMIN	13,300.00
1 STRAND ASSOCIATES INC	BITTERSWEET DR WRF - RPR	20,328.41
	<b>INVOICES TOTAL:</b>	<b>37,118.41</b>

**5200-PARKING OPERATING EXPENSES**

**523800-RENT TO RAILROAD**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRA	QTRLY LEASE PYMT/AUG-OCT 2023	1,087.91
	<b>INVOICES TOTAL:</b>	<b>1,087.91</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POWER GATE OPENER SYSTEMS	PAY STATION INSTALLATION	885.50
	<b>INVOICES TOTAL:</b>	<b>885.50</b>

**550-GOLF FUND REVENUES**

**470010-CLUBHOUSE BANQUET SALES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 JEAN SZUSTKOWSKI	CONTRACT OVERPAYMENT REFUND	500.00
	<b>INVOICES TOTAL:</b>	<b>500.00</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - OCT 2023	304.80
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	274.13
	<b>INVOICES TOTAL:</b>	<b>578.93</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	ICE MACHINE REPAIRS	186.86
	<b>INVOICES TOTAL:</b>	<b>186.86</b>

\*\* Indicates pre-issue check.

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**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLDMORE MECHANICAL LLC	RESEALED BOILERS	1,450.00
	<b>INVOICES TOTAL:</b>	<b>1,450.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	FOOD PURCHASE	28.36
	<b>INVOICES TOTAL:</b>	<b>28.36</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	848.02
	<b>INVOICES TOTAL:</b>	<b>848.02</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLDMORE MECHANICAL LLC	REPLACE TWO HEAT EXCHANGERS	5,672.00
1 STATE FIRE MARSHAL	CERTIFICATION FEES	210.00
	<b>INVOICES TOTAL:</b>	<b>5,882.00</b>

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	189.91
	<b>INVOICES TOTAL:</b>	<b>189.91</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	REMOTE CONTROL	13.47
	<b>INVOICES TOTAL:</b>	<b>13.47</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	848.01
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,163.33
	<b>INVOICES TOTAL:</b>	<b>2,011.34</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	120.16
	<b>INVOICES TOTAL:</b>	<b>120.16</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

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

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1 AMAZON CAPITAL SERVICES INC	BATTERY LOAD TESTER	41.94
1 TOP TO BOTTOM INSTALLATIONS	BURGLAR ALARM MONITORING	300.00
	<u>INVOICES TOTAL:</u>	<u>341.94</u>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - OCT 2023	38.10
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
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	112.50
	<u>INVOICES TOTAL:</u>	<u>417.43</u>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SYSCO CHICAGO INC	FOOD PURCHASE	28.37
1 SYSCO CHICAGO INC	FLOOR CLEANER	36.76
	<u>INVOICES TOTAL:</u>	<u>65.13</u>

**534320-PURCHASES - FOOD & BEVERAGE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	300.00
** 1 ELGIN BEVERAGE CO	CREDIT MEMO	-30.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	130.39
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	300.00
1 GRECO AND SONS INC	FOOD PURCHASE	50.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	200.00
1 SYSCO CHICAGO INC	BITTERS	54.50
1 SYSCO CHICAGO INC	FOOD PURCHASE	300.00
	<u>INVOICES TOTAL:</u>	<u>1,304.89</u>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - OCT 2023	38.10
1 ALSCO	LINEN SERVICES	538.53
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.84
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	112.50
	<u>INVOICES TOTAL:</u>	<u>871.97</u>

\*\* Indicates pre-issue check.

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**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELEGANT PRESENTATIONS INC	TABLE RENTALS	245.46
<b>INVOICES TOTAL:</b>		<b>245.46</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	GAMES FOR LADIES NIGHT OUT	68.97
1 MLA WHOLESALE INC	FLOWERS	194.20
1 MLA WHOLESALE INC	FLOWERS	213.95
1 SYSCO CHICAGO INC	FOOD PURCHASE	28.37
1 SYSCO CHICAGO INC	FLOOR CLEANER	36.77
<b>INVOICES TOTAL:</b>		<b>542.26</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	901.33
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE/CUPCAKES	285.99
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	180.99
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	305.99
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	862.89
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	212.92
1 EUCLID BEVERAGE LLC	BEER PURCHASE	130.39
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	485.10
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,477.97
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	82.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	873.69
1 GRECO AND SONS INC	FOOD PURCHASE	127.02
1 GRECO AND SONS INC	FOOD PURCHASE	385.09
1 GRECO AND SONS INC	FOOD PURCHASE	569.60
1 IL GIARDINO DEL DOLCE INC	PASTRIES & COOKIES	150.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	584.37
1 SYSCO CHICAGO INC	FOOD PURCHASE	1,225.11
1 SYSCO CHICAGO INC	BITTERS	100.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	845.67
<b>INVOICES TOTAL:</b>		<b>9,786.12</b>

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE HOME DEPOT PRO	BATH TISSUE	111.30
<b>INVOICES TOTAL:</b>		<b>111.30</b>

**6000-CENTRAL SERVICES EXPENSES**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 12/5/2023

**516500-UNEMPLOYMENT BENEFITS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ILLINOIS DIRECTOR OF EMPLOYMENT SECUR	UNEMPLOYMENT BENEFITS	4,369.25
<b>INVOICES TOTAL:</b>		<b>4,369.25</b>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	238.65
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	119.85
<b>INVOICES TOTAL:</b>		<b>358.50</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	91.90
<b>INVOICES TOTAL:</b>		<b>91.90</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING REPAIRS	3,200.00
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - OCT 2023	4,355.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	1,685.88
1 MIDWEST MECHANICAL	TEMPORARY HEATING UNIT RENTALS	25,694.00
<b>INVOICES TOTAL:</b>		<b>34,934.88</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,317.26
1 COMCAST	INTERNET SERVICE	228.40
<b>INVOICES TOTAL:</b>		<b>4,545.66</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	731.88
** 1 WEX BANK	FUEL PURCHASES - OCT 23	17.47
<b>INVOICES TOTAL:</b>		<b>749.35</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	REPLACEMENT COPIER FOR PD RECORDS	11,382.54
1 KONICA MINOLTA BUSINESS	REPLACEMENT COPIER FOR PD RECORDS	266.46
<b>INVOICES TOTAL:</b>		<b>11,649.00</b>

**7000-POLICE PENSION EXPENDITURES**

**523001-PERSONNEL TESTING**

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

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 12/5/2023

1 INSPE ASSOCIATES LLC	PATIENT EXAM - SCHULTZ	2,100.00
<u>INVOICES TOTAL:</u>		<u>2,100.00</u>

**529000-OTHER CONTRACTUAL SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 LAUTERBACH & AMEN LLP	OCTOBER 2023 PSA	200.00
<u>INVOICES TOTAL:</u>		<u>200.00</u>

**GRAND TOTAL:** 554,238.11

GENERAL FUND	145,541.01	
MUNICIPAL BUILDING FUND	3,750.00	
WATER FUND	253,189.04	
SEWER FUND	65,290.56	
PARKING FUND	1,973.41	
GOLF FUND	25,495.55	
CENTRAL SERVICES FUND	56,698.54	
POLICE PENSION FUND	2,300.00	
<b>GRAND TOTAL</b>	<b>554,238.11</b>	

\*\* Indicates pre-issue check.



# Agenda Item Executive Summary

Item Name    AGI Trucking - Brewster Creek Business Park Lot 15    Committee or Board    Village Board

## BUDGET IMPACT

Amount:    N/A    Budgeted    N/A

List what fund    N/A

## EXECUTIVE SUMMARY

The petitioner is requesting **Site Plan Review** for a proposed 15,900 square foot office warehouse facility for AGI Trucking.

The site contains thirty-six (36) parking spaces for office and warehouse employees and visitors, which meets zoning ordinance requirements. There are sixty-two (62) trailer and semi-trailer parking spaces. The petitioner is requesting a **special use permit** to allow for outdoor truck and trailer storage.

As discussed at the Planning & Zoning Commission meeting, the petitioner added a second row of evergreen trees along Munger Road to further screen the outdoor truck and trailer storage.

The **Planning and Zoning Commission** held the required public hearing, reviewed the petitioner's request, and **recommended approval** at their meeting on November 2, 2023.

The Committee of the Whole reviewed the petition at their meeting on November 21, 2023 and **forwarded this item onto the Village Board for a final vote.**

## ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance with exhibits

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve Ordinance #2023-\_\_\_\_\_ An Ordinance Approving a Site Plan and Granting a Special Use Permit to Allow Trailer and Semitrailer Storage for Lot 15N in the Brewster Creek Business Park
- Motion

Staff:                    Kristy Stone, PDS Director

Date:                    November 22, 2023

**PLANNING & DEVELOPMENT SERVICES MEMORANDUM**

**23-82**

DATE: November 22, 2023  
TO: Kristy Stone, PDS Director  
FROM: Daniel Harper, Village Planner *DH*  
RE: **(#23-09) AGI Trucking**

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**PETITIONER**

Triumph Design Build

**SUBJECT SITE**

Lot 15N – Brewster Creek Business Park Unit 2

**REQUESTS**

**Site Plan**  
**Special Use Permit** –Trailer and Semi-Trailer Storage

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Vacant</b>	<b>Industrial</b>	<b>I-2 EDA</b>
North	Office/Warehouse	Industrial	I-2 EDA
South	Office/Warehouse	Industrial	I-2 EDA
East	Office/Warehouse	Industrial	I-2 EDA
West	Office/Warehouse	Industrial	I-2 EDA

**CURRENT DISCUSSION**

1. The petitioner is requesting a **Site Plan** review for a proposed 15,900 square foot office warehouse facility. The office will consist of 2,500 square feet located on a mezzanine level. The remaining 13,400 square feet will be dedicated to warehouse uses.
2. The site contains thirty-six (36) parking spaces for office and warehouse employees and visitors, which meets zoning ordinance requirements. There are sixty-two (62) trailer and semi-trailer parking spaces. The petitioner is requesting a **special use permit** to allow for outdoor truck trailer and semi-trailer storage.
3. The elevations show a precast warehouse building at twenty-nine feet and three

inches in height (29'-3"). The north side of the building has four (4) drive-in dock doors and two (2) exterior dock doors.

4. The site will be accessed via two (2) curb cuts on Hardt Circle. The southern curb cut serves the employee and visitor parking lot and the northern curb cut serves the truck parking and dock doors of the warehouse.
5. To address concerns regarding truck trailer screening along Munger Road, the **applicant has revised the landscape plan** to show two rows of evergreen trees to provide greater screening of the parking area.
6. The updated landscape plan, elevation plan, photometric plan and engineering plans are currently under review by Staff.

### **RECOMMENDATION**

1. The Staff recommends **approval** of the petitioner's requests for a special use permit for outdoor truck trailer and semi-trailer storage and the Site Plan subject to the following conditions and findings of fact:
  - A. Village Engineer approval of the engineering plans;
  - B. Building permits shall be required for all construction activities;
  - C. Planning and Development Services approval of the landscape and photometric plan;
  - D. Landscaping must be installed within one year of the issuance of a building permit;
  - E. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services department for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;
  - F. All proposed signage shall require permits and approval from the Planning & Development Services Department prior to installation;
  - G. Dumpsters shall be located behind a solid gate;
  - H. Any required Public Improvement Completion Agreement and associated bonds shall be submitted for review and approval by the Village Attorney.
  - I. Findings of Fact (Special Permits for Truck Trailer and semi-trailer storage):
    - i. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of the public convenience and will contribute to the general welfare of the neighborhood or community;
    - ii. That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
    - iii. That the special use shall conform to the regulations and conditions specified in this title for such use and with the stipulations and conditions

made a part of the authorization granted by the Village Board of Trustees.

- J. Findings of Fact (Site Plan):
  - i. That the proposed development on the Subject Property is a permitted use in the proposed I-2 EDA Zoning District;
  - ii. That the proposed development on the Subject Property and the proposed improvements, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
  - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic not only within the site but on adjacent roadways as well;
  - iv. That the site plan provides for the safe movement of pedestrians within the site;
  - v. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking, or access ways shall be landscaped with a mixture of grass, trees, and shrubs.
  
2. The **Planning and Zoning Commission** held the required public hearing, reviewed the petitioner's request, and **recommended approval** at their meeting on November 2, 2023.
  
3. The **Committee of the Whole** reviewed the petition at their meeting on November 21, 2023 and **forwarded this item on to the Village Board for a final vote.**
  
4. The Ordinance approving the petitioner's requests is attached for your review and consideration.

dh/attachments

General - PDS Team\memos 2023\086\_AGI\_Trucking\_vb.docx

ORDINANCE 2023-\_\_\_\_\_

AN ORDINANCE APPROVING A SITE PLAN AND GRANTING A  
SPECIAL USE PERMIT TO ALLOW TRAILER AND  
SEMITRAILER STORAGE FOR LOT 15N IN THE BREWSTER  
CREEK BUSINESS PARK

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**WHEREAS**, Elmhurst Chicago Stone Company (the “**Owner**”) is the owner of approximately 4.42 acres of land zoned I-2 EDA General Industrial Economic Development Area, located on Lot 15N of the Brewster Creek Business Park Unit 2 in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the “**Subject Property**”; and

**WHEREAS**, Triumph Design Build (the “**Petitioner**”), has filed a petition (the “**Petition**”) for review and approval of a site plan (“**Site Plan Approval**”) and for a special use permit to allow outdoor truck trailer and semi-trailer parking and storage (the “**Special Use Permit**”), on the Subject Property; and

**WHEREAS**, the Owner of the Subject Property has consented to the Petition of Triumph Design Build; and

**WHEREAS**, the Bartlett Planning & Zoning Commission reviewed the Petition and conducted the required public hearing with respect to the requested Special Use Permit on the Subject Property at its meeting on November 2, 2023 (Case #2023-09) and has recommended to the Corporate Authorities that the said Site Plan be approved, and that the Special Use Permit to allow outdoor truck trailer and semi-trailer parking and storage be granted, subject to the conditions and findings of fact set forth in its report; and;

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to approve the Site Plan and grant the Special Use Permit recommended by the Planning & Zoning Commission based on its findings of fact and conditions set forth in its report and as more fully set forth in this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the “Corporate Authorities”), pursuant to its home rule authority, as follows:

**SECTION ONE: Recitals.** The recitals listed above are incorporated into this Ordinance as if fully set forth in this Section 1.

**SECTION TWO: Findings of Fact.**

A. Site Plan. Based in part on the conditions set forth in Section 5 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application for approval of the Site Plan:

1. That the proposed warehouse to be built on the Subject Property is a permitted use in the I-2 EDA Zoning District.
2. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
3. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic not only with the site but on adjacent roadways as well.
4. That the Site Plan provides for the safe movement of pedestrians within the site.
5. That there is a sufficient mixture of grass, trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the Site Plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.
6. That all outdoor storage areas are proposed to be screened and will be in accordance with standards specified by the Bartlett Zoning Ordinance.

B. Special Use Permit. Based in part on the conditions set forth in Section 5 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application for approval of the Special Use Permit:

1. The proposed Special Use Permit is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the neighborhood and community.
2. That the proposed Special Use Permit will not under the circumstances of the particular case be detrimental to the health, safety, morals and general welfare of persons residing or working in the vicinity or be injurious to the property value or improvement in the vicinity.

3. That the Special Use Permit shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

**SECTION THREE: Site Plan.** The site plan prepared by Harris Architects Inc., dated April 8, 2022 and last revised October 6, 2023 attached hereto as **Exhibit B**; the Building Elevations prepared by Harris Architects Inc., dated April 8, 2022 and last revised October 6, 2023 attached hereto as **Exhibit C**; the Landscape Plan prepared by Dowden Design Group dated August 29, 2023 and last revised November 9, 2023 attached hereto as **Exhibit D**; each of which are expressly incorporated herein and made part of this Ordinance, are collectively referred to herein and are hereby defined as the "Site Plan", are hereby approved, based upon the findings set forth in Sections Two of this Ordinance, but subject to the conditions set forth in Section Five of this Ordinance.

**SECTION FOUR: Special Use Permit.** Pursuant to Section 10-13-9 of the Bartlett Zoning Ordinance, and subject to the conditions set forth in Section 5 of this Ordinance, the Corporate Authorities hereby grant a Special Use Permit to allow outdoor truck trailer and semi-trailer storage on the Subject Property.

**SECTION FIVE: Conditions.** The approvals granted pursuant to this Ordinance shall be and are hereby expressly subject to and contingent upon each of the following terms, conditions, and restrictions, the violation of any of which shall, in the sole discretion of the Corporate Authorities, invalidate the approvals granted in this Ordinance:

- A. Village Staff approval of the Landscape and Photometric Plans;
- B. Village Engineer approval of the Engineering Plans;
- C. Signage shall be reviewed and approved separately by the Planning & Development Services Department in accordance with the Sign Ordinance;
- D. Building permits and all other necessary permits shall be required for all construction activities, and this Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind may be commenced on the Subject Property pursuant to the approvals granted by this Ordinance unless and until all conditions of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with all applicable laws and regulations
- E. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services

Department for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;

- F. Landscaping must be installed within one year of the issuance of a building permit;
- G. The Bartlett Zoning Ordinance, the Subdivision Ordinance, Village building codes, and all other applicable Village ordinances and regulations shall continue to apply to the Subject Property, and the development and use of the Subject Property must comply with all laws and regulations of the Village and all other federal, state, and local governments and agencies having jurisdiction.
- H. The development, maintenance, and use of the Subject Property must be in substantial compliance with the final plans attached hereto as Exhibit B, Exhibit C, Exhibit D, and the final engineering, photometric, and landscape plans as approved by the Village Engineer and the Planning & Development Services Department, except for minor changes to such plans as approved by the Director of Planning & Development Services and the Village Engineer.

**SECTION SIX: Failure to Comply.** Upon the failure or refusal of the Petitioner, the Owner, or any subsequent owner or occupant of the Subject Property to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approvals granted pursuant to this Ordinance (collectively, the “**Conditioned Approvals**”), will, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Corporate Authorities will not revoke the Conditioned Approvals unless it first provides the Petitioner and Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Board of Trustees regarding the revocation. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the I-2 EDA Zoning District, as the same may, from time to time, be amended. Further, in the event of revocation, the Village Administrator and Village Attorney are authorized and directed to bring all zoning enforcement actions as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section 6, and agrees not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Petitioner required by this Section 6 is given.

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

**SECTION EIGHT: Repeal and Saving Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Bartlett prior to the effective date of this Ordinance.

**SECTION NINE: Effective Date.** This Ordinance shall be in full force and effect after its passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED:** December 5, 2023

**APPROVED:** December 5, 2023

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Kevin Wallace, Village President

**ATTEST:**

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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 Ordinance 2023-\_\_\_\_\_ enacted on December 5, 2023, and approved on December 5, 2023, as the same appears from the official records of the Village of Bartlett.

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Lorna Giless, Village Clerk

## Exhibit A

### Legal Description:

#### PARCEL 1:

THAT PART OF LOT 15 IN BREWSTER CREEK BUSINESS PARK UNIT 2, BEING A SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 2000 AS DOCUMENT R2000-181911, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 15, BEING ALSO A POINT ON THE EASTERLY LINE OF MUNGER ROAD; THENCE SOUTH 21 DEGREES 35 MINUTES 41 SECONDS WEST, AN ASSUMED BEARING, ALONG THE WESTERLY LINE OF SAID LOT 15, A DISTANCE OF 293.86 FEET; THENCE SOUTH 67 DEGREES 59 MINUTES 59 SECONDS EAST, A DISTANCE OF 342.01 FEET TO THE EASTERLY LINE OF SAID LOT 15, BEING ALSO A POINT ON THE WESTERLY LINE OF HARDT CIRCLE; THENCE NORTH 21 DEGREES 35 MINUTES 41 SECONDS EAST ALONG THE SAID EASTERLY LINE OF LOT 15, BEING ALSO THE WESTERLY LINE OF SAID HARDT CIRCLE, A DISTANCE OF 162.09 FEET TO A POINT OF CURVE; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 283.00 FEET, A CHORD BEARING NORTH 35 DEGREES 44 MINUTES 58 SECONDS EAST, AN ARC DISTANCE OF 139.81 FEET TO THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT 15; THENCE NORTH 68 DEGREES 24 MINUTES 19 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID LOT 15, A DISTANCE OF 375.84 FEET TO THE POINT OF BEGINNING.

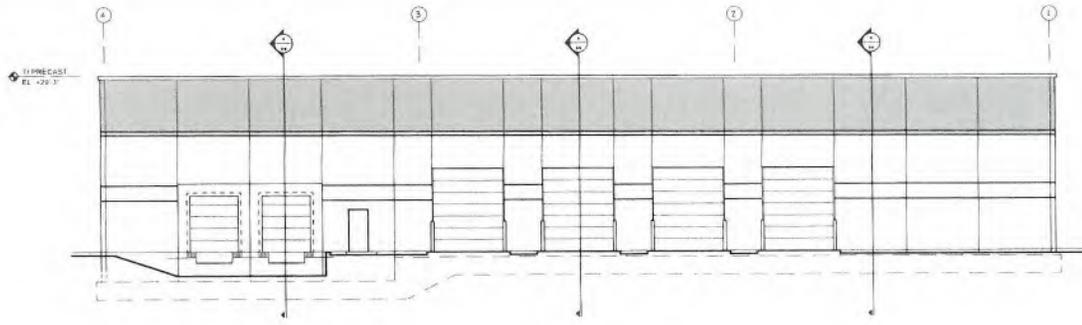
#### PARCEL 2:

THAT PART OF LOT 22 IN THE FINAL PLAT OF SUBDIVISION OF BREWSTER CREEK BUSINESS PARK UNIT 2, BEING A SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 2000 AS DOCUMENT R2000-181911, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHERN MOST CORNER OF SAID LOT 22; THENCE SOUTH 68 DEGREES 24 MINUTES 19 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 22, A DISTANCE OF 477.00; THENCE CONTINUING SOUTH 68 DEGREES 24 MINUTES 19 SECONDS EAST ALONG SAID NORTHERLY LINE, 123.39 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE NORTHEASTERLY AND EASTERLY LINE OF SAID LOT 22 THE FOLLOWING THREE (3) COURSES AND DISTANCES; 1) ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 217.00 FEET, HAVING A CHORD BEARING OF SOUTH 42 DEGREES 55 MINUTES 59 SECONDS EAST, 192.94 FEET TO A POINT OF TANGENCY; 2) SOUTH 17 DEGREES 27 MINUTES 39 SECONDS EAST, 95.72 FEET TO A POINT OF CURVATURE; 3) SOUTHERLY ALONG AN ARC OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1967.00 FEET, HAVING A CHORD BEARING OF SOUTH 13 DEGREES 22 MINUTES 50 SECONDS WEST, 280.17 FEET TO THE SOUTHEAST CORNER OF SAID LOT 22; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 22 THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) SOUTH 89 DEGREES 30 MINUTES 59 SECONDS WEST, 508.32 FEET TO A POINT OF CURVATURE; 2) WESTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 283.00 FEET,

HAVING A CHORD BEARING OF SOUTH 84 DEGREES 47 MINUTES 23 SECONDS WEST, 46.69 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTHERWESTERLY ALONG SAID ARC AN ARC DISTANCE OF 148.98 FEET TO THE SOUTHERN MOST CORNER OF SAID LOT 22; THENCE NORTH 68 DEGREES 24 MINUTES 19 SECONDS WEST 375.84 FEET TO THE WEST LINE OF SAID LOT 22; THENCE NORTH 21 DEGREES 35 MINUTES 41 SECONDS EAST ALONG SAID WEST LINE, 202.09 FEET; THENCE SOUTH 68 DEGREES 24 MINTUES 19 SECONDS EAST, 477.00 FEET; THENCE SOUTH 21 DEGREES 35 MINUTES 41 SECONDS EAST, 95.07 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

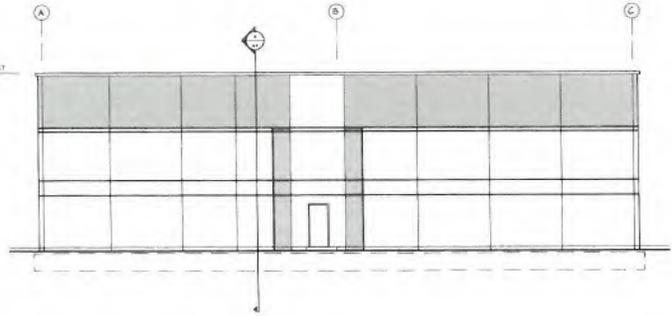
P.I.N. No. 01-04-109-004 & 01-04-109-008.



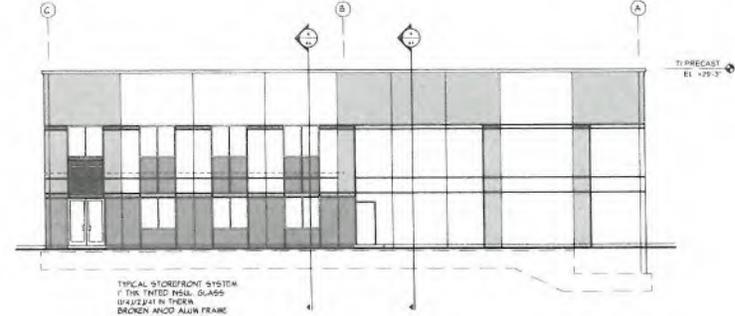


**NORTH ELEVATION**  
SCALE 1/8" = 1'-0"

COLOR AND MATERIAL LEGEND	
PRECAST CONCRETE WALL PANELS	
[White Box]	EXTERIOR BASE COLOR 75% HIGH REFLECTIVE WHITE
[Dark Gray Box]	EXTERIOR ACCENT COLOR 1 70% GRAY SCREEN
[Light Gray Box]	EXTERIOR ACCENT COLOR 2 70% SOFT GRAY
FASCIA	
[White Box]	STOREFRONT SYSTEM FRAMES - CLEAR ANODIZED ALUMINUM INSUL. GLASS - GREY TINTED
[Dark Gray Box]	PUNCHED GLASS STOREFRONT WINDOWS FRAMES - CLEAR ANODIZED ALUMINUM INSUL. GLASS - GREY TINTED
[Light Gray Box]	INSUL. STL. DOOR/SERIES FRAME - PAINTED TO MATCH PRECAST DOOR - PAINTED TO MATCH PRECAST
[White Box]	OVERHEAD DOORS DRIVE IN DOORS - PREFINISHED WHITE DOCK DOORS - PREFINISHED WHITE
[Yellow Box]	PIPE BOLLARDS YELLOW

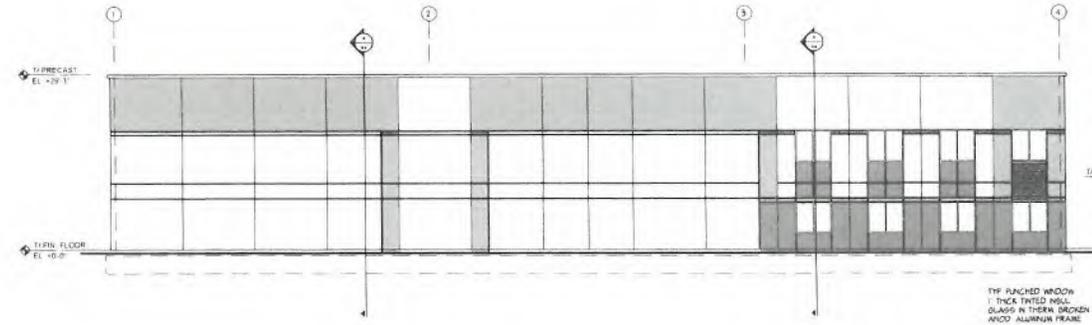


**WEST ELEVATION**  
SCALE 1/8" = 1'-0"



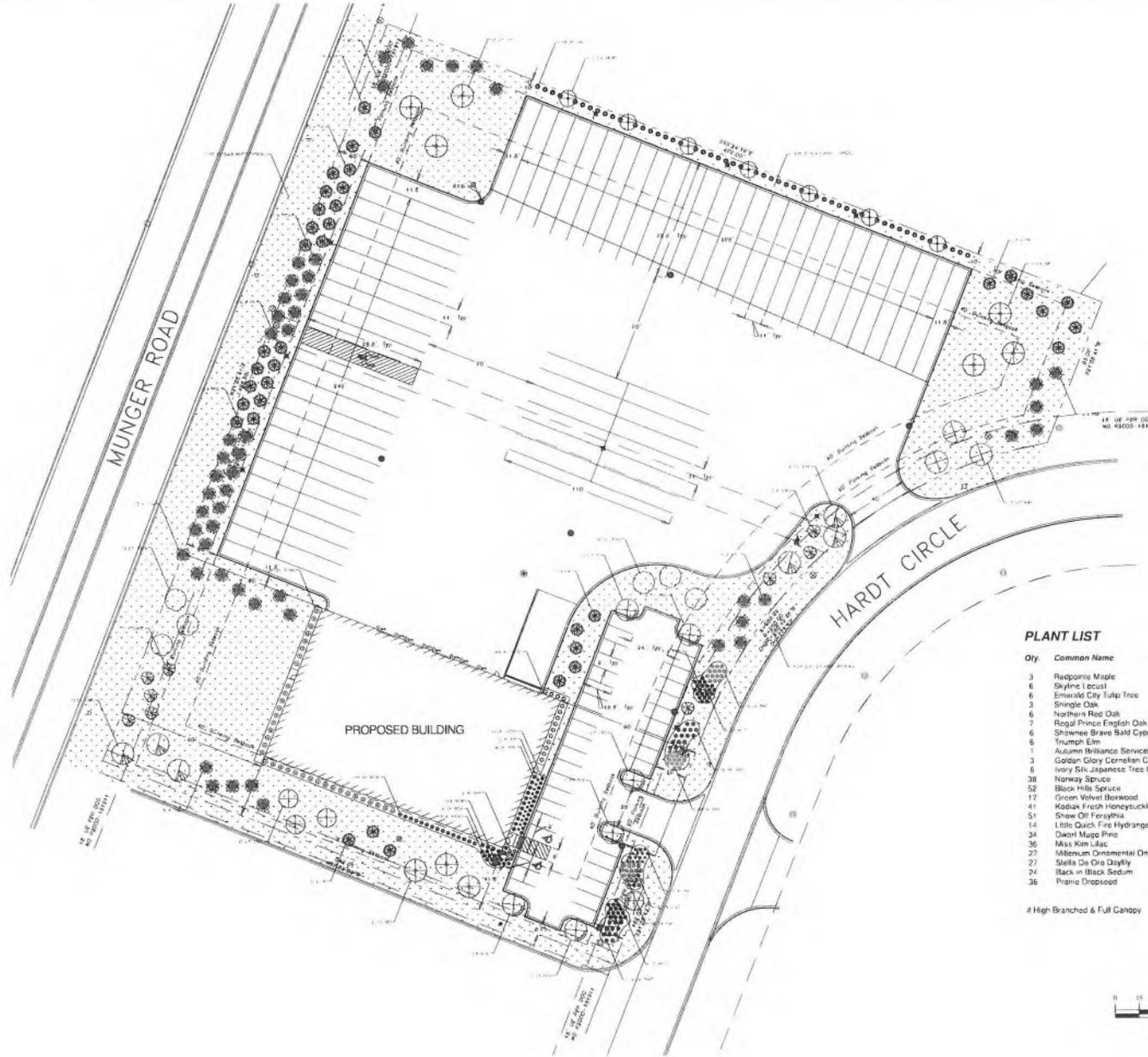
**EAST ELEVATION**  
SCALE 1/8" = 1'-0"

TYPICAL STOREFRONT SYSTEM:  
1" THK TINTED INSUL. GLASS  
BRUNNEN AND ALUM. FRAME  
T INDICATES TINTED GLASS  
B INDICATES SPANDREL GLASS



**SOUTH ELEVATION**  
SCALE 1/8" = 1'-0"

TYP. PUNCHED WINDOW  
1" THK TINTED INSUL.  
GLASS IN TYPICAL BRUNNEN  
AND ALUMINUM FRAME



**PLANT LIST**

Qty.	Common Name	Botanical Name	Size	Remarks	Key
3	Redpointe Maple	<i>Acer rubrum</i> 'Redpointe'	2.5'	B&B	ARR
6	Skyline Locust	<i>Clethra trinacanthos</i> 'Skyline'	2.5'	B&B	OT5
6	Emerald City Tulp Tree	<i>Lindodendron tulipifera</i> 'Emerald City'	2.5'	B&B	LTC
3	Shingle Oak	<i>Quercus embricaria</i>	2.5'	B&B	QI
6	Northern Red Oak	<i>Quercus rubra</i>	2.5'	B&B	QR
7	Regal Prince English Oak &	<i>Quercus robur</i> 'Regal Prince'	2.5'	B&B	QRPR
6	Shawnee Brave Bald Cypress	<i>Taxodium distichum</i> 'Shawnee Brave'	2.5'	B&B	TDSB
6	Triumph Elm	<i>Ulmus</i> 'Morton Glossy'	2.5'	B&B	UMG
1	Autumn Brilliance Serviceberry	<i>Amelanchier grandiflora</i>	6'	B&B	ACIAB
3	Golden Glory Cornelian Cherry	<i>Cornus mas</i> 'Golden Glory'	6'	B&B	CMCG
6	Ivory Silk Japanese Tree Lilac	<i>Syringa reticulata</i> 'Ivory Silk'	6'	B&B	SRIS
38	Norway Spruce	<i>Picea abies</i>	6'	B&B	PA
2	Black Hills Spruce	<i>Picea glauca</i> 'Densata'	6'	B&B	PGD
17	Green Velvet Boxwood	<i>Buxus</i> 'Green Velvet'	24"	Cont.	BGV
41	Kodax Fresh Honeysuckle	<i>Lonicera splendens</i> 'SANDNES'	24"	Cont.	DSKF
51	Show Off Forsythia	<i>Forsythia intermedia</i> 'Show Off'	30"	Cont.	HIS
14	Little Quick Fire Hydrangeas	<i>Hydrangea paniculata</i> 'SM-HPLQF'	24"	Cont.	HPLQF
34	Dwarf Mugo Pine	<i>Pinus mugo</i> 'Enci'	24"	Cont.	PMF
36	Miss Kim Lilac	<i>Syringa patula</i> 'Miss Kim'	24"	Cont.	SPMK
27	'Millenium Ornamental Onion	<i>Allium 'Millenium'</i>	#1	Pots	AM
27	Stella De Oro Daylily	<i>Hammercallis</i> 'Stella De Oro'	#1	Pots	HSDD
24	Black in Black Sedum	<i>Sedum 'Black in Black'</i>	#1	Pots	SBL
36	Prairie Dropseed	<i>Sporobolus heterolepis</i>	#1	Pots	SH

# High Branched & Full Canopy



REVISIONS  
10/23/2019 (LISE GRANBERG)  
11/22/2019 (LISE GRANBERG)

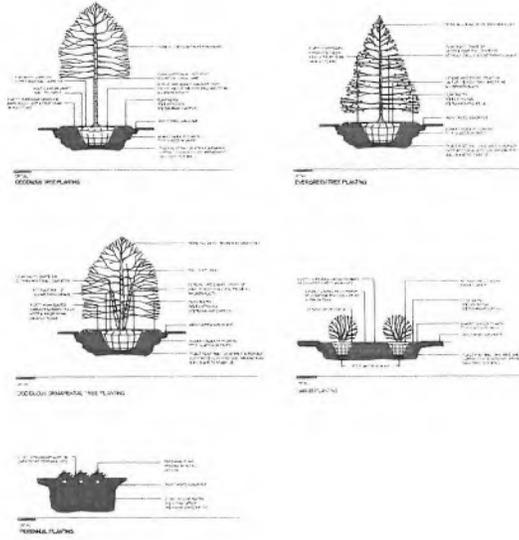
DOWDEN DESIGN GROUP  
LANDSCAPE ARCHITECTURE, DESIGN & PLANNING  
P.O. BOX 415, LIBERTYVILLE, IL 62048  
DOWDENDESIGNGROUP.COM PHONE (618) 382-7254

AGI TRUCKING  
BREWSTER CREEK BUSINESS PARK - LOT 15N  
BARTLETT, ILLINOIS

LANDSCAPE PLAN

DATE: 08/29/23  
SCALE: 1"=30'  
DRAWN: JLD





**NOTES:**

- 1) The Landscape Contractor shall provide and install all plant materials in the quantities and sizes sufficient to complete planting as shown on the Landscape Plan. All plants shall comply with the requirements of the current American Standard for Nursery Stock published by The American Nursery and Landscape Association. Plants shall meet size, genus, species and variety and be in good health, free of insects, diseases or defects. No "junk grade" materials shall be accepted. Trees not exhibiting a central or single leader will be rejected unless noted in the plan for a multi-trunk. Quantity lists are supplied for convenience. The Landscape Contractor shall verify all quantities and, in case of a discrepancy, the drawn plan shall prevail over the quantity list. No plants are to be changed or substituted without approval of the Owner or a representative of James Dowden & Associates, Inc.
- 2) All plants shall be watered during the first 24 hour period following installation. A watering schedule must be agreed upon with the Owner before planting; are installed of which, when and how plant materials are to be properly watered. The Landscape Contractor shall verify proper watering is being done for the establishment and health of all plant materials. The Landscape Contractor shall warranty all plant materials for one year from the time of installation and project acceptance.
- 3) Plants shall be balled and burlapped unless otherwise noted on the Landscape Plan. No root bound materials shall be accepted and all synthetic or plastic materials shall be removed at the time of planting. If it is the option of the Landscape Contractor to roll back burlap from the top of the root ball.
- 4) Recommended mulch depth is four inches (4") of shredded hardwood bark. The Landscape Contractor shall assure even matching and the location of mulch volumes. Mulch beds shall extend a minimum of two feet (2') beyond the center of a tree or shrub. Mulch must be pulled back at least two inches (2") from the base of a tree so the base of the trunk and root crown are exposed.
- 5) Fertilizer: all general beds with one cubic yard of garden compost per 100 sq. ft. and the compost shall be applied to an 8" depth.
- 6) All plants shall be set planted. It is the option of the landscape contractor to stake deciduous trees, but it is also the responsibility of the Landscape Contractor to guarantee the stems against damage until the end of the guarantee period.
- 7) Trenches shall be installed a minimum of two feet (2') horizontally from underground electrical conductors, sanitary sewers, sanitary services, water mains and water services. Trees shall be installed a minimum of ten feet (10') horizontally from utility structures including, but not limited to, manholes, water vaults and water boxes. Shrub areas shall be a minimum of ten feet (10') from all light poles, and all shrubs shall be a minimum of three to five feet (3'-5') from all light poles.
- 8) The Landscape Contractor shall locate the existence of all underground utilities prior to starting work. The Landscape Contractor must also locate the pavement and work areas in area and verify location throughout the construction process. The Landscape Contractor shall acquire a permit with Aerial Utility Working conditions in absence of submitting a proposal. Failure to recognize inherent responsibilities does not relieve the contractor of obligations due to reinstallation.
- 9) Property owners shall be responsible for maintaining all landscaping shown on the approved plans throughout the life of the development.
- 10) Turf shall be Premium Bluegrass Mix seed and planted in all disturbed areas except where noted.
- 11) Once a Landscape Plan has been approved and a Building Permit issued, the Planning and Zoning Administrator may authorize minor revisions to the approved Landscape Plan including the substitution of equivalent planting and ground covers where such revision do not decrease the benefits of the approved Landscape Plan. An such revisions shall require the written approval of the Planning and Zoning Administrator.
- 12) Trees and shrubs shall not be located closer than ten (10) feet to fire hydrants, transformers, or other above ground utilities.
- 13) Rain root plants shall not be allowed.
- 14) All planted areas and landscaped islands shall receive a four (4) inch layer of shredded hardwood bark mulch.

**PREMIUM BLUEGRASS SEED MIX (4-5 LBS/1000 S.F.)**

MIX %	SEED	GERMINATION	ORIGIN
22.82%	AWARD KENTUCKY BLUEGRASS	85%	OR
22.22%	NOGLADE KENTUCKY BLUEGRASS	85%	ORWA
17.79%	JACKPOT KENTUCKY BLUEGRASS	85%	ORWA
16.11%	EVEREST KENTUCKY BLUEGRASS	85%	OR
9.98%	FIESTA 4 PERENNIAL RYEGRASS	90%	MN
9.97%	HANCOCK PERENNIAL RYEGRASS	90%	MN
1.11%	INERT MATTER		

REVISIONS

**DOWDEN DESIGN GROUP**  
 LANDSCAPE ARCHITECTURE, DESIGN & PLANNING  
 P.O. BOX 415, LIBERTYVILLE, IL 62548  
 DOWDENDESIGNGROUP.COM PHONE: (847) 367-1254

**AGI TRUCKING**  
 BREWSTER CREEK BUSINESS PARK - LOT 15N  
 BARTLETT, ILLINOIS

LANDSCAPE PLAN

DATE: 08.26.20  
 SCALE: NONE  
 DRAWN: GD





**Village of Bartlett**  
**Finance Department Memo**  
**2023 - 24**

**DATE:** November 27, 2023  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Todd Dowden, Finance Director  
**SUBJECT:** 2024-2028 Capital Improvements Program

Attached is the Resolution to adopt the 2024-2028 Capital Improvements Program and authorize the staff to begin engineering and design work on those projects included in the 2024-25 fiscal year. A 2024-25 Projects by Source of Funds is attached that lists the proposed projects that total \$27,719,600. If this Resolution is passed, the 2024-25 projects will be incorporated into the Operating Budget that will be presented to the Village Board in February.

**Motion:** I move to approve Resolution 2023- -R, a resolution adopting the 2024-2028 Capital Improvements Program.

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2025

2024-25 Projects by Source of Funds

Project	Page	Water Fund	Sewer Fund	MFT Fund	American Rescue Plan Act	STP Funds	IEPA Loans	GO Bonds	Other	General Fund	Municipal Building	Brewster Creek TIF	Bluff City TIF	Total
Water Main Replacement	4	3,600,000												3,600,000
Water Tower Painting	6	1,355,000												1,355,000
Infrastructure Improvements-Water	8	1,350,000												1,350,000
Watermain Leak Survey and Repairs	10	125,000												125,000
Water Meter Changeout	12	1,000,000			500,000									1,500,000
Infrastructure Removals	14	250,000												250,000
Hydrant Painting Program	16	50,000												50,000
Sanitary Sewer System Rehabilitation	21		500,000		500,000									1,000,000
Devon Excess Flow Plant Rehabilitation	23				2,000,000			3,600,000						5,600,000
Lift Station Upgrades & Rehabilitation	25		180,000											180,000
Bittersweet WWTP Facility Improvements	27		600,000				3,675,000							4,275,000
24/25 MFT Maintenance Program	30			900,000										900,000
IDOT Intersection Improvements	32			475,000										475,000
North Ave & Oak Ave Resurfacing	34			100,000										100,000
Bike Path Maintenance	36								10,000	40,000				50,000
Parking Lot Improvements	38			375,000						175,000	150,000			700,000
Downtown Sidewalk Renovation	40									150,000				150,000
Metra Area Landscaping Improvements	45								150,000	350,000				500,000
Town Center Improvements	47									175,000				175,000
Brewster Creek Bus. Park Improvements	50											100,000		100,000
Bluff City/Blue Heron Improvements	52												2,300,000	2,300,000
Irrigation System Replacement	55								1,659,600					1,659,600
Stormwater System Improvements	58									575,000				575,000
Schick/DuPage River Engineering Study	60			55,000		220,000								275,000
Municipal Building Improvements	64										475,000			475,000
<b>Total</b>		<b>7,730,000</b>	<b>1,280,000</b>	<b>1,905,000</b>	<b>3,000,000</b>	<b>220,000</b>	<b>3,675,000</b>	<b>3,600,000</b>	<b>1,819,600</b>	<b>1,465,000</b>	<b>625,000</b>	<b>100,000</b>	<b>2,300,000</b>	<b>27,719,600</b>

**RESOLUTION 2023- -R**

**A RESOLUTION ADOPTING THE 2024-2028 CAPITAL IMPROVEMENTS PROGRAM**

**WHEAREAS**, it is in the best interest of sound financial planning to utilize a capital planning and budgeting system; and

**WHEAREAS**, multi-year planning for capital project revenues and expenditures provides opportunities for long-range needs identification and assists in early season project planning.

**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 the 2024-2028 Capital Improvements Program is hereby adopted.

**SECTION TWO:** That the Village Administrator is hereby authorized and directed to cause, as necessary, such engineering and design work on those projects outlined in the 2024-2025 fiscal year totaling \$27,719,600.

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** December 5, 2023

**APPROVED:** December 5, 2023

\_\_\_\_\_  
Kevin Wallace, Village President

**ATTEST:**

\_\_\_\_\_  
Lorna Giles, Village Clerk

**CERTIFICATION**

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023- -R enacted on December 5, 2023, approved on December 5, 2023 as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk



**Village of Bartlett  
Finance Department Memo  
2023 - 25**

**DATE:** November 27, 2023  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Todd Dowden, Finance Director  
**SUBJECT:** 2023 Property Tax Levy Ordinance

Attached is the 2023 property tax levy ordinance. The total levy is \$12,874,801, a 9.08% increase from the 2022 property tax extension. A Truth In Taxation Public Hearing for the 2023 levy was held on November 7, 2023. A summary of the 2023 levy is included below:

<b>Proposed Levy Compared to Prior Year's Extension</b>				
	<b>2023</b>			
	<b>Proposed Levy</b>	<b>2022 Extension</b>	<b>Increase (Decrease)</b>	<b>Percent Change</b>
General Corporate	7,269,094	6,596,260	672,834	10.20%
Police Pension	2,682,060	2,229,988	452,072	20.27%
Subtotal	9,951,154	8,826,248	1,124,906	12.75%
Debt Service	2,923,647	2,977,281	(53,634)	-1.80%
<b>TOTAL</b>	<b>12,874,801</b>	<b>11,803,529</b>	<b>1,071,272</b>	<b>9.08%</b>

**MOTION:** To approve Ordinance 2023- \_\_\_\_\_, An Ordinance for the Levy and Assessment of Taxes for the General Corporate and Other Purposes of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, for the Fiscal Year Beginning May 1, 2023 and ending April 30, 2024.

**ORDINANCE 2023-  
ANNUAL TAX LEVY ORDINANCE**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE  
GENERAL CORPORATE AND OTHER PURPOSES OF THE VILLAGE OF  
BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS, FOR THE FISCAL  
YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024.**

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

**WHEREAS**, the President and Board of Trustees of the Village of Bartlett have heretofore on April 18, 2023, passed, adopted, and approved the Annual Budget for the Village of Bartlett for the fiscal year beginning May 1, 2023 and ending April 30, 2024 ("the current fiscal year") after a public hearing held pursuant to the notice and other requirements of Section 8-2-9.1 through 8-2-9.9 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1 through 8-2-9.9).

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

**SECTION ONE:** That the total amount of budgeted funds for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of Twelve Million, Eight Hundred Seventy-Four Thousand, Eight Hundred and One (\$12,874,801).

**SECTION TWO:** That the sum of Twelve Million, Eight Hundred Seventy-Four Thousand, Eight Hundred and One (\$12,874,801), being the total of the budgeted funds which are to be collected from the tax levy for the current fiscal year of the Village of Bartlett for the corporate purposes of the Village of Bartlett and also for the purpose of providing for a Corporate Fund, Debt Service Fund, and a Police Pension Fund, as budgeted for the current fiscal year by the Annual Budget of the Village of Bartlett for the fiscal year ending April 30, 2024, approved by the corporate authorities of the Village of Bartlett at the legally convened meeting of April 18, 2023, be, and is hereby levied upon all of the property subject to taxation for the current year, the specific amounts as levied for the various funds heretofore named being included herein by being placed in separate columns under the heading "To Be Raised by Tax Levy", which appears over the same, the tax so levied being for the current fiscal year of said Village beginning May 1, 2023 and ending April 30, 2024, and for the said budget to be collected from said tax levy, the total of which has been ascertained as aforesaid, and being as follows, to wit:

	<b>Budget Amount</b>	<b>Estimated Receipts from Sources Other than Tax Levy</b>	<b>To Be Raised by Tax Levy</b>
<b>General Fund</b>			
Office of Village Board	2,552,671	1,672,663	880,008
Professional Services	590,352	386,834	203,518
Liability Insurance	850,000	410,457	439,543
Finance Department	1,382,149	762,723	619,426
Planning & Development	2,243,165	2,243,165	0
Police Department	14,106,063	10,702,017	3,404,046
Streets Department	6,245,843	4,523,290	1,722,553
<b>Total General Fund</b>	<b>27,970,243</b>	<b>20,701,149</b>	<b>7,269,094</b>
Total Budget for Corporate Fund	27,970,243		
Less Estimated Revenues from Sources Other than Taxation		20,701,149	
<b>Total Amount to be Raised by Tax Levy for Corporate Fund</b>			<b>7,269,094</b>
<b>Debt Service Fund</b>			
2016 GO Bonds	760,975	0	760,975
2017 GO Bonds	317,000	38,674	278,326
2019 GO Bonds	1,110,900	552,650	558,250
2021A GO Bonds	1,132,900	1,132,900	0
2021B GO Bonds	960,908	0	960,908
2022A GO Bonds	365,188	0	365,188
<b>Total Debt Service Fund</b>	<b>4,647,871</b>	<b>1,724,224</b>	<b>2,923,647</b>
<b>Police Pension Fund</b>			
Current Pensions & Expenses	3,518,433		
<b>Total Police Pension Fund</b>	<b>3,518,433</b>	<b>836,373</b>	<b>2,682,060</b>
Total Budget for Police Pension Fund	3,518,433		
Less Estimated Revenues from Sources Other than Taxation		836,373	
<b>Total Amount to be Raised by Tax Levy for Police Pension Fund</b>			<b>2,682,060</b>
<b>Summary of All Levied Funds</b>			
General Corporate Fund	27,970,243	20,701,149	7,269,094
Debt Service Fund	4,647,871	1,724,224	2,923,647
Police Pension Fund	3,518,433	836,373	2,682,060
<b>Total All Levied Funds</b>	<b>36,136,547</b>	<b>23,261,746</b>	<b>12,874,801</b>
Total Budget for All Levied Funds	36,136,547		
Less Estimated Revenues from Sources Other than Taxation		23,261,746	
<b>Total Amount to be Raised by Tax Levy for All Levied Funds</b>			<b>12,874,801</b>

**SECTION THREE:** That the total amount of Twelve Million, Eight Hundred Seventy-Four Thousand, Eight Hundred and One (\$12,874,801) ascertained above, be, and the same is hereby levied and assessed on all property subject to taxation within the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, according to the value of said property as assessed and equalized for State and County purposes for the current year.

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

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

**SECTION SIX:** That there is hereby certified to the County Clerks of Cook, DuPage, and Kane Counties, Illinois, the several sums aforesaid constituting said total amount of Twelve Million, Eight Hundred Seventy-Four Thousand, Eight Hundred and One (\$12,874,801) which said total amount the Village of Bartlett requires to be raised by taxation for the current fiscal year of the Village, and the Village Clerk is hereby ordered and directed to file with the County Clerks of Cook, DuPage, and Kane Counties, Illinois, on or before the time required by law, a certified copy of this Tax Levy Ordinance.

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** December 5, 2023

**APPROVED:** December 5, 2023

---

Kevin Wallace, Village President

**ATTEST:**

\_\_\_\_\_  
Lorna Giles, Village Clerk

**CERTIFICATION**

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023- enacted on December 5, 2023, approved on December 5, 2023 as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

**CERTIFICATE OF COMPLIANCE WITH TRUTH IN TAXATION LAW**

I, Kevin Wallace, Village President and presiding officer of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, do hereby certify that the Village of Bartlett has fully and completely complied with the provisions of Sections 18-60 through 18-85 of the Truth in Taxation Law (35 ILCS 200/18-60 through 18-85) in the adoption of the attached Village of Bartlett tax levy ordinance entitled "Annual Tax Levy Ordinance", Ordinance No. 2023- .

\_\_\_\_\_  
Kevin Wallace, Village President



# Agenda Item Executive Summary

Item Name 2023 Abatement of GO Bonds

Committee  
or Board Board

## BUDGET IMPACT

Amount: \$1,724,224

Budgeted \$1,724,224

List what  
fund

Debt Service

## EXECUTIVE SUMMARY

The final process for the 2023 tax levy is to calculate tax levy abatements for the 2017, 2019, and 2021A GO Bonds. Abatements proposed equal \$1,724,224.

## ATTACHMENTS (PLEASE LIST)

Memo, Ordinance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve abatement ordinance 2023 - \_\_\_\_\_ an ordinance abating a portion of taxes heretofore levied for the year 2023 to pay debt service on: General Obligation Refunding Bonds Series 2017; General Obligation Refunding Bonds Series 2019; and General Obligation Bonds Series 2021A of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

Staff: Todd Dowden, Finance Director

Date: 11/27/2023

**Village of Bartlett**  
**Finance Department Memo**  
**2023 - 26**

**DATE:** November 27, 2023  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Todd Dowden, Finance Director  
**SUBJECT:** GO Bond Abatements

The final process for the 2023 tax levy is to calculate tax levy abatements for the 2017, 2019, and 2021A GO bonds. Total gross debt service for all outstanding general obligation bonds equals \$4,647,871. Abatements proposed equal \$1,724,224. Therefore, the net debt service equals \$2,923,647. The following represents the detail for the three proposed abatements:

The first abatement being proposed is in the amount of \$38,674. The 2017 bond issue estimates a payment in the amount of \$38,674 for the Fire District's share of the bonds attributable to the portion of the District outside of the Village.

The second abatement is for the 2019 refunding bonds. The total debt service due for these bonds is \$1,110,900, with \$552,650 of this being for the sewer portion. Since the sewer portion is being funded out of the Sewer Fund, the \$552,650 is being abated.

The third abatement is for the 2021A general obligation bonds. The total debt service due for these bonds is \$1,132,900. Since these bonds are being funded out of the Water Fund, the entire \$1,132,900 is being abated.

**Motion:** I move to approve abatement ordinance 2023 - \_\_\_\_\_ an ordinance abating a portion of taxes heretofore levied for the year 2023 to pay debt service on: General Obligation Refunding Bonds Series 2017; General Obligation Refunding Bonds Series 2019; and General Obligation Bonds Series 2021A of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

## ORDINANCE 2023-

**AN ORDINANCE abating a portion of taxes heretofore levied for the year 2023 to pay debt service on: General Obligation Refunding Bonds Series 2017; General Obligation Refunding Bonds Series 2019; and General Obligation Bonds Series 2021A of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.**

---

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

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

("Ordinance 2017-78"); and

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

**WHEREAS**, Section 12 of said Ordinance 2017-78 directed the County Clerks of DuPage, Cook and Kane Counties to levy for the year 2023 a tax sufficient to produce the dollar sum of \$359,000 for principal and interest to and including December 1, 2024 on the Bartlett Series 2017 GO Refunding Bonds; and

**WHEREAS**, the Board has determined that there will be on hand in the Village funds from other lawful sources available to pay the amount of \$38,674 toward debt service on the Bartlett Series 2017 GO Refunding Bonds, which after prior abatement by the Direction for the Abatement of Taxes for the 2023 Levy of \$42,000 of the \$359,000 tax levied for 2023 in Ordinance 2017-78, left a tax to be extended sufficient to produce the sum of \$317,000 for the 2023 levy with respect to the Bartlett Series 2017 GO Refunding Bonds; and

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

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

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

("Ordinance 2019-87"); and

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

**WHEREAS**, Section 10 of said Ordinance 2019-87 directed the County Clerks of DuPage, Cook and Kane Counties to levy for the year 2023 a tax sufficient to produce the dollar sum of \$1,915,000 for principal and interest to and including December 1, 2024 on the Bartlett Series 2019 GO Refunding Bonds; and

**WHEREAS**, the Board has determined that there will be on hand in the Village funds from other lawful sources available to pay the amount of \$552,650 toward debt service on the Bartlett Series 2019 GO Refunding Bonds, which after prior abatement by the Direction for the Abatement of Taxes for the 2023 Levy of \$804,100 of the \$1,915,000 tax levied for 2023 in Ordinance 2019-87, left a tax to be extended sufficient to produce the sum of \$1,110,900 for the 2023 levy with respect to the Bartlett Series 2019 GO Refunding Bonds; and

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

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

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

("Ordinance 2020-125"); and

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

**WHEREAS**, Section 10 of said Ordinance 2020-125 directed the County Clerks of DuPage, Cook and Kane Counties to levy for the year 2023 a tax sufficient to produce the dollar sum of \$1,700,000 for principal and interest to and including December 1, 2024 on the Bartlett Series 2021A GO Bonds; and

**WHEREAS**, the Board has determined that there will be on hand in the Village funds from other lawful sources available to pay the amount of \$1,132,900 toward debt service on the Bartlett Series 2021A GO Bonds, which after prior abatement by the Direction for the Abatement of Taxes for the 2023 Levy of \$567,100 of the \$1,700,000 tax levied for 2023 in Ordinance 2020-125, left a tax to be extended sufficient to produce the sum of \$1,132,900 for the 2023 levy with respect to the Bartlett Series 2021A GO Bonds; and

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

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

**SECTION ONE: Partial Abatement of Tax Levied Under Ordinance 2017-78.** That \$38,674 of the tax heretofore levied for the year 2023 in Village of Bartlett Ordinance 2017-78 to pay principal and interest on the Bartlett Series 2017 GO Refunding Bonds, to the extent not previously abated by the Direction for Abatement of Taxes for Ordinance 2017-78 for the year 2023, shall be abated, thereby leaving \$278,326 of the tax levy for 2023 to be levied for principal and interest to and including December 1, 2024. Nothing contained herein shall be construed as abating the remaining \$278,326 of the \$317,000 tax levy for 2023 after prior abatement, or abating any portion of the tax levies set forth in Section 12 of Ordinance 2017-78 after adjustment for the prior abatements set forth in the Direction for the Abatement of Taxes for Ordinance 2017-78, for future years 2024 through 2026.

**SECTION TWO: Partial Abatement of Tax Levied Under Ordinance 2019-87.** That \$552,650 of the tax heretofore levied for the year 2023 in Village of Bartlett Ordinance 2019-87 to pay principal and interest on the Bartlett Series 2019 GO Refunding

Bonds, to the extent not previously abated by the Direction for Abatement of Taxes for Ordinance 2019-87 for the year 2023, shall be abated, thereby leaving \$558,250 of the tax levy for 2023 to be levied for principal and interest to and including December 1, 2024. Nothing contained herein shall be construed as abating the remaining \$558,250 of the \$1,110,900 tax levy for 2023 after prior abatement, or abating any portion of the tax levies set forth in Section 10 of Ordinance 2019-87 after adjustment for the prior abatements set forth in the Direction for the Abatement of Taxes for Ordinance 2019-87, for future years 2024 through 2039.

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

That \$1,132,900 of the tax heretofore levied for the year 2023 in Village of Bartlett Ordinance 2020-125 to pay principal and interest on the Bartlett Series 2021A GO Bonds, to the extent not previously abated by the Direction for Abatement of Taxes for Ordinance 2020-125 for the year 2023, shall be abated, thereby leaving \$0 of the tax levy for 2023 to be levied for principal and interest to and including December 1, 2024. Nothing contained herein shall be construed as abating any portion of the tax levies set forth in Section 10 of Ordinance 2020-125 after adjustment for the prior abatements set forth in the Direction for the Abatement of Taxes for Ordinance 2020-125, for future years 2024 through 2039.

**SECTION FOUR:** Forthwith upon the adoption of this Ordinance, the Village Clerk shall file a certified copy of this Ordinance with the respective County Clerks of DuPage, Cook and Kane Counties, and it shall be the duty of said County Clerks to abate the portion of taxes for the year 2023 in accordance with the provisions of Section One of this Ordinance.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** December 5, 2023

**APPROVED:** December 5, 2023

\_\_\_\_\_  
Kevin Wallace, Village President

**ATTEST:**

\_\_\_\_\_  
Lorna Giles, Village Clerk

**CERTIFICATION**

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023- enacted on December 5, 2023, approved on December 5, 2023 as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk



# Agenda Item Executive Summary

Item Name 2024 Annual Meeting Schedule Committee or Board Board

## BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund

## EXECUTIVE SUMMARY

Attached is the 2024 Annual Meeting Schedule for your review.

## ATTACHMENTS (PLEASE LIST)

Meeting Schedule

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the annual meeting schedule for 2024.

Staff: Lorna Giless, Village Clerk

Date: 11/28/23



THE VILLAGE  
OF  
**BARTLETT**

VILLAGE PRESIDENT  
Kevin Wallace

ADMINISTRATOR  
Paula Schumacher

VILLAGE CLERK  
Lorna Giles

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

TO THE EDITOR: Daily Herald, Courier News, Chicago Tribune, Chicago Sun Times, Examiner Publications, Suburban Life Publications  
SUBJECT: 2024 Annual Meeting Notice  
DATE: December 5, 2023

In conformance with the Illinois Open Meetings Act, please be advised that the following is a list of 2024 regularly scheduled monthly meetings to be held in Village Hall at 228 S. Main Street.

**Location: Council Chamber of Village Hall**

Village Board	1st & 3rd Tuesday at 7:00 PM No Meeting on January 2 <sup>nd</sup> or August 6 <sup>th</sup>
Building & Zoning Committee Community & Economic Development Finance & Golf License & Ordinance Police & Health Public Works Committee	1st & 3rd Tuesday following Board meeting
Planning and Zoning Commission	1st Thursday at 7:00 PM
Economic Development Commission	2nd Monday at 7:00 PM
Bike and Run Plan Advisory Committee	Thursday, January 18 at 3:00 PM Thursday, March 28 at 3:00 PM Thursday, June 27 at 3:00 PM Thursday, September 26 at 3:00 PM Thursday, December 26 <sup>th</sup> at 3:00 PM

**Location: 2<sup>nd</sup> Floor Training Room of Village Hall**

Police Pension Board	Thursday, February 8 at 2:00 PM Thursday, May 16 at 2:00 PM Thursday, August 8 at 2:00 PM Thursday, November 21 at 2:00 PM
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**Location: Police Department**

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

Sincerely,

*Lorna Giles*

Village Clerk

[https://bartlett-il-my.sharepoint.com/personal/lgiles\\_bartlett\\_il\\_gov/Documents/CLERK/SPECIAL MEETING-PUBLIC NOTICES-RECONVENE/2024/ANNUAL MEETING SCHED 2024.docx](https://bartlett-il-my.sharepoint.com/personal/lgiles_bartlett_il_gov/Documents/CLERK/SPECIAL MEETING-PUBLIC NOTICES-RECONVENE/2024/ANNUAL MEETING SCHED 2024.docx)



# Agenda Item Executive Summary

Item Name Creation of Class C Liquor License-  
Valley Liquor and Wine Committee  
or Board Board

## BUDGET IMPACT

Amount:	<u>N/A</u>	Budgeted	<u>N/A</u>
List what fund	<u>N/A</u>		

## 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 November 28, 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 Date: 11/28/2023  
Sr. Management Analyst

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Sr. Management Analyst  
**Date:** November 28, 2023  
**Re:** Liquor License Creation Class C-Valley Liquor and Wine

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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: December 5, 2023**

**APPROVED: December 5, 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 December 5, 2023 and approved on December 5, 2023 as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk



# Memorandum

**To:** Paula Schumacher, Village Administrator  
**From:** Scott Skrycki, Assistant Village Administrator  
**Date:** 11/28/2023  
**Re:** Quiet Zone Recertification

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In 2006, the Village of Bartlett entered into an Intergovernmental Agreement (IGA) with several neighboring municipalities to share costs for establishing a quiet corridor (Zone) along the Elgin, Joliet and Eastern (EJ&E) Railroad. Our quiet zone is at Spaulding Rd. and the EJ&E Railroad, just west of our new quiet zone that was approved at Spaulding Rd. along the CN/Metra tracks. A Quiet Zone limits the use of train horns to situations where necessary for safety, providing a more controlled approach compared to the mandatory sounding of train horns at every crossing. To qualify, the FRA mandates the installation of supplemental safety measures, ensuring crossings are as safe, or safer, without train whistles.

The Village of Bartlett, participating in a cooperative quiet corridor, collaborates with neighboring municipalities for a cost-effective alternative to mandatory train horn sounding. To maintain the current quiet zone limits, recertification with the FRA requires a corridor study. Patrick Engineering, having completed similar work, is recommended for conducting this study, with all participating parties sharing the local study costs equally, not to exceed \$12,400.00 plus expenses.

Staff recommends that the Village Board approve the attached resolution, approving of an Intergovernmental Agreement for equally shared costs towards the recertification of the quiet corridor along the EJ&E.

## Motion

I move to approve Resolution 2023- \_\_\_\_\_ a resolution approving an Intergovernmental Agreement among the Village of Bartlett, the Village of Hoffman Estates, the Village of Barrington Hills, and the Village of Barrington, for the equally shared costs for work towards the recertification of a quiet corridor along the Canadian National Railroad.

**RESOLUTION 2023- \_\_\_\_-R**

**A Resolution Approving an Intergovernmental Agreement Among the Village of Bartlett, the Village of Hoffman Estates, the Village of Barrington Hills, and the Village of Barrington, for the Equally Shared Costs for Work Towards the Recertification of a Quiet Corridor Along the Canadian National Railroad**

**WHEREAS**, the Village of Bartlett, the Village of Hoffman Estates, the Village of Barrington Hills, and the Village of Barrington are desirous of sharing costs on work to recertify a quiet corridor along the Canadian National Railroad; and

**WHEREAS**, it is the interest of the Village of Bartlett to maintain a quiet zone within the Village on the Canadian National Railroad to achieve both the safety of motorists and pedestrians and improve the quality of life; and

**WHEREAS**, this intergovernmental group will retain engineering services to complete the recertification work; and

**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 Intergovernmental Agreement Between the parties for the Equally Shared Costs for the recertification of a Quiet Zone Corridor, a true and correct copy of which is attached hereto, and the same is hereby approved.

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

**SECTION THREE: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and 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 FOUR: REPEAL OF PRIOR ORDINANCES.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED: December 5, 2023**

**APPROVED: December 5, 2023**

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Kevin Wallace, Village President

**ATTEST:**

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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 December 5, 2023, and approved on December 5, 2023, as the same appears from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk

**AGREEMENT AMONG THE VILLAGE OF BARTLETT, THE VILLAGE OF  
HOFFMAN ESTATES, THE VILLAGE OF BARRINGTON HILLS, AND THE  
VILLAGE OF BARRINGTON, FOR THE EQUALLY SHARED COSTS FOR  
WORK TOWARDS THE RECERTIFICATION OF A QUIET CORRIDOR  
ALONG THE CANADIAN NATIONAL RAILROAD**

THIS AGREEMENT entered into this 5th, day of December 2023, by and among the VILLAGE OF BARTLETT, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as BARTLETT, the VILLAGE OF HOFFMAN ESTATES, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as HOFFMAN ESTATES, the VILLAGE OF BARRINGTON HILLS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as BARRINGTON HILLS, and the VILLAGE OF BARRINGTON, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as BARRINGTON. The BARTLETT, HOFFMAN ESTATES, BARRINGTON HILLS, and BARRINGTON are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES". The ELGIN, JOLIET & EASTERN RAILROAD corridor is sometimes hereinafter referred to as the "CORRIDOR".

**WITNESSETH**

**WHEREAS**, the Swift Rail Development Act of 1994, hereinafter referred to as the ACT, directed the Federal Railroad Administration, hereinafter referred to as the FRA, to issue a rule, hereinafter referred to as the FINAL RULE, mandating the sounding of train horns at all public highway-rail crossings; and,

**WHEREAS**, said FINAL RULE includes provisions for the creation of quiet corridors through the use of supplementary and alternative safety measures to avoid the mandated sounding of train horns at highway-rail crossings; and,

**WHEREAS**, the ACT does not authorize any federal funds to implement said quiet corridors included in the FINAL RULE; and,

**WHEREAS**, improvements at all highway-rail crossings in the CORRIDOR are infeasible due to cost and/or the impracticalities of installation; and,

**WHEREAS**, the implementation of said FINAL RULE and the continuing frequency at which train horns are heard has a negative impact on the quality of life of the residents of the PARTIES; and,

**WHEREAS**, the PARTIES have determined it is desirable to pursue a cooperative quiet corridor as a more cost effective and acceptable alternative to the mandatory sounding of the train horns and/or the installation of supplemental and/or alternative safety measures included in the FINAL RULE; and,

**WHEREAS**, the PARTIES hereto have agreed to participate equally in paying for the recertification of the quiet corridor.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the PARTIES hereto do hereby enter into the following:

1. It is mutually agreed by and among the PARTIES hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. BARRINGTON agrees to serve as the Lead Agency for the STUDY and to perform the administrative functions associated with said STUDY. For the purposes of THIS AGREEMENT, said administrative functions shall be limited to contracting with Patrick Engineering, hereinafter the CONTRACTOR, to perform the work items included in the approved scope of work for the STUDY, paying the CONTRACTOR for completion of the work items included in the scope of services for the STUDY, and receiving reimbursement from each of the other PARTIES hereto in an amount distributed equally among all participating PARTIES for said STUDY.
3. It is mutually agreed by and among the PARTIES hereto that the scope of work contained in the proposal from the CONTRACTOR titled, "Proposal for Engineering Services, Barrington Quiet Zone - Recertification Assistance" and dated November 17, 2023 constitutes the approved scope of services for the STUDY. Said approved scope of work, by reference herein are hereby made a part hereof.

It is further mutually agreed that the total cost of the STUDY, as proposed by the CONTRACTOR, shall not exceed **\$12,400.00** plus expenses. Expenses shall be submitted for review and approved by BARRINGTON. Said expenses shall be split equally amongst the above PARTIES.

4. It is mutually agreed by and among the PARTIES hereto that the total amount of the local share to be divided equally between the participating PARTIES shall not exceed **\$12,400.00**, plus any additional expenses as explained above.
5. It is mutually agreed by and among the PARTIES hereto that each of the PARTIES shall each reimburse BARRINGTON an amount not to exceed \$12,400.00 divided equally among the participating PARTIES, plus any additional approved expenses as explained above.
6. It is mutually agreed by and among the PARTIES hereto that upon execution of the contract between BARRINGTON and the CONTRACTOR, the PARTIES shall each pay to BARRINGTON within thirty (30) days of the receipt of an invoice from BARRINGTON, in a lump sum, an amount equal to seventy-five percent (75%) of their respective obligations incurred under THIS AGREEMENT

for payment of the local share for the STUDY. Payments to BARRINGTON, upon execution of the contract between BARRINGTON and the CONTRACTOR and receipt of an invoice from BARRINGTON, from each of the other PARTIES shall be in an amount not to exceed seventy-five percent (75%) of **\$12,400.00** divided equally among the participating PARTIES.

The PARTIES further agree that each shall pay to BARRINGTON the remaining twenty-five percent (25%) of their respective obligations incurred under THIS AGREEMENT for payment of the local share for the STUDY. Payment to BARRINGTON shall be in a lump sum, within thirty (30) days of the receipt of an invoice from BARRINGTON, upon completion of the STUDY. **The final payments to BARRINGTON upon completion of the STUDY and receipt of an invoice from BARRINGTON shall be in an amount not to exceed to exceed twenty-five percent (25%) of \$12,400.00 divided equally among the participating PARTIES, plus any additional approved expenses, from each of the other PARTIES hereto.**

7. The PARTIES agree that other communities may be added to this AGREEMENT in accordance with the cost and expense sharing formula provided herein provided that a duly authorized Amendment is executed by the Parties.
8. The PARTIES hereto agree that by duly executing THIS AGREEMENT, the PARTIES concur in BARRINGTON executing the contract for the STUDY with the CONTRACTOR.

The PARTIES further agree to provide such assistance as proposed by the CONTRACTOR and described in the proposal for the STUDY, without reimbursement from the other PARTIES hereto.

9. It is mutually agreed by and among the PARTIES hereto that each PARTY warrants and represents to each of the other PARTIES and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such PARTY and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each PARTY; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such PARTY.
10. THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the PARTIES hereto to execute THIS AGREEMENT affix their signatures.
11. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the PARTIES hereto by any appropriate action at law or in equity,

including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.

12. It is mutually agreed by and among the PARTIES hereto that the Provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
13. It is mutually agreed by and among the PARTIES hereto that the agreement of the PARTIES hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the PARTIES hereto relating to the subject matter hereof.
14. It is mutually agreed by and among the PARTIES hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the PARTIES hereto.
15. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
16. THIS AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. Except as may be specifically stated otherwise in this AGREEMENT, no PARTY hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its rights, duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other PARTIES to THIS AGREEMENT.
17. It is mutually agreed by and among the PARTIES hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners among the PARTIES hereto for any purpose or in any manner, whatsoever. The PARTIES are to be and shall remain independent of each other with respect to all services performed under THIS AGREEMENT.
18. THIS AGREEMENT shall be considered null and void in the event that the contract between BARRINGTON and the CONTRACTOR for the STUDY is not awarded by January 1, 2024.

VILLAGE OF BARRINGTON

By: \_\_\_\_\_  
Karen Darch, Village President

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

ATTEST:

\_\_\_\_\_  
Village Clerk

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

VILLAGE OF BARTLETT

By: \_\_\_\_\_  
Mayor

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

ATTEST:

\_\_\_\_\_  
Village Clerk

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

VILLAGE OF HOFFMAN ESTATES

By: \_\_\_\_\_  
Mayor

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

ATTEST:

\_\_\_\_\_  
Village Clerk

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

VILLAGE OF BARRINGTON HILLS

By: \_\_\_\_\_  
Village President

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

ATTEST:

\_\_\_\_\_  
Village Clerk

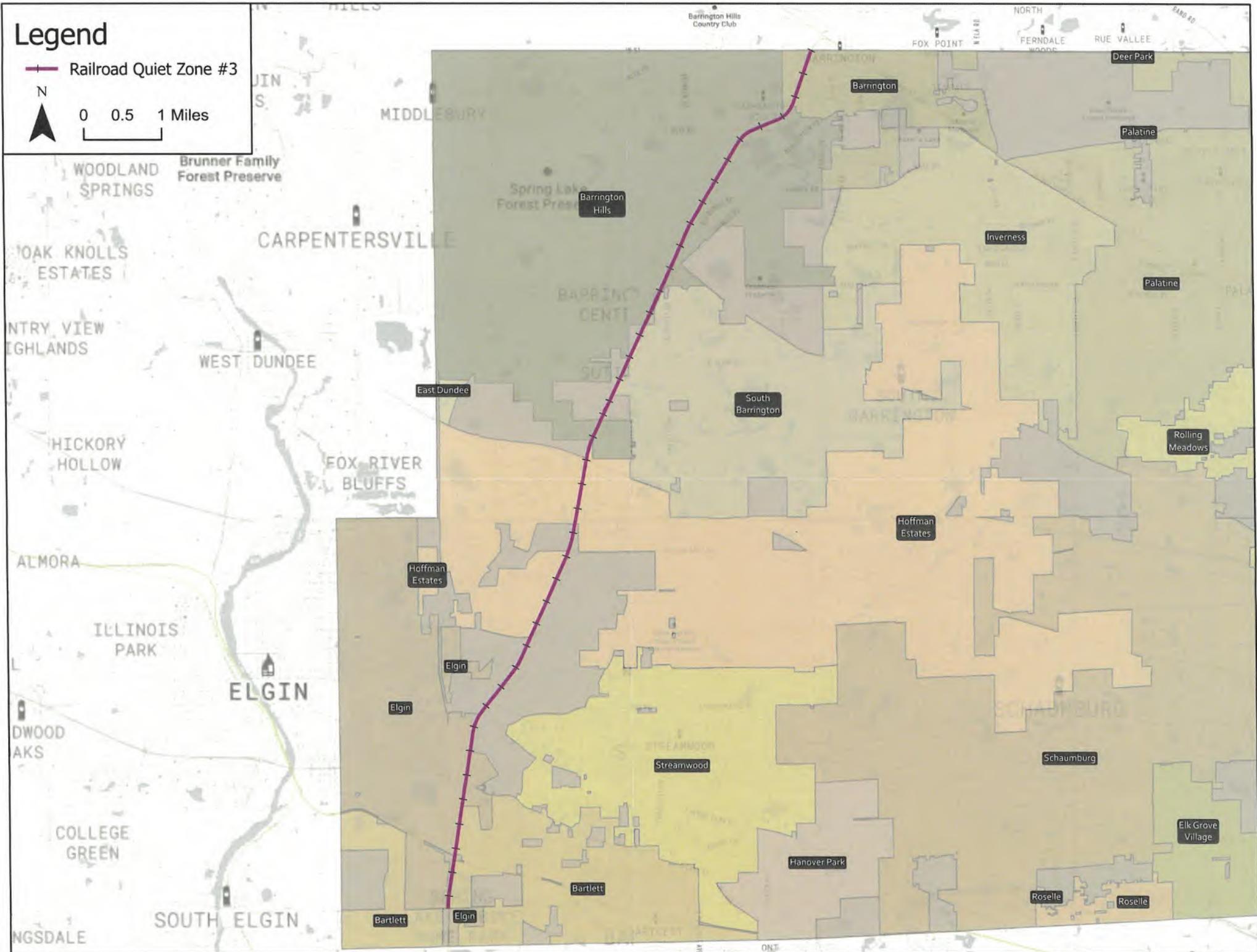
Date: \_\_\_\_\_

# Legend

—+— Railroad Quiet Zone #3



0 0.5 1 Miles

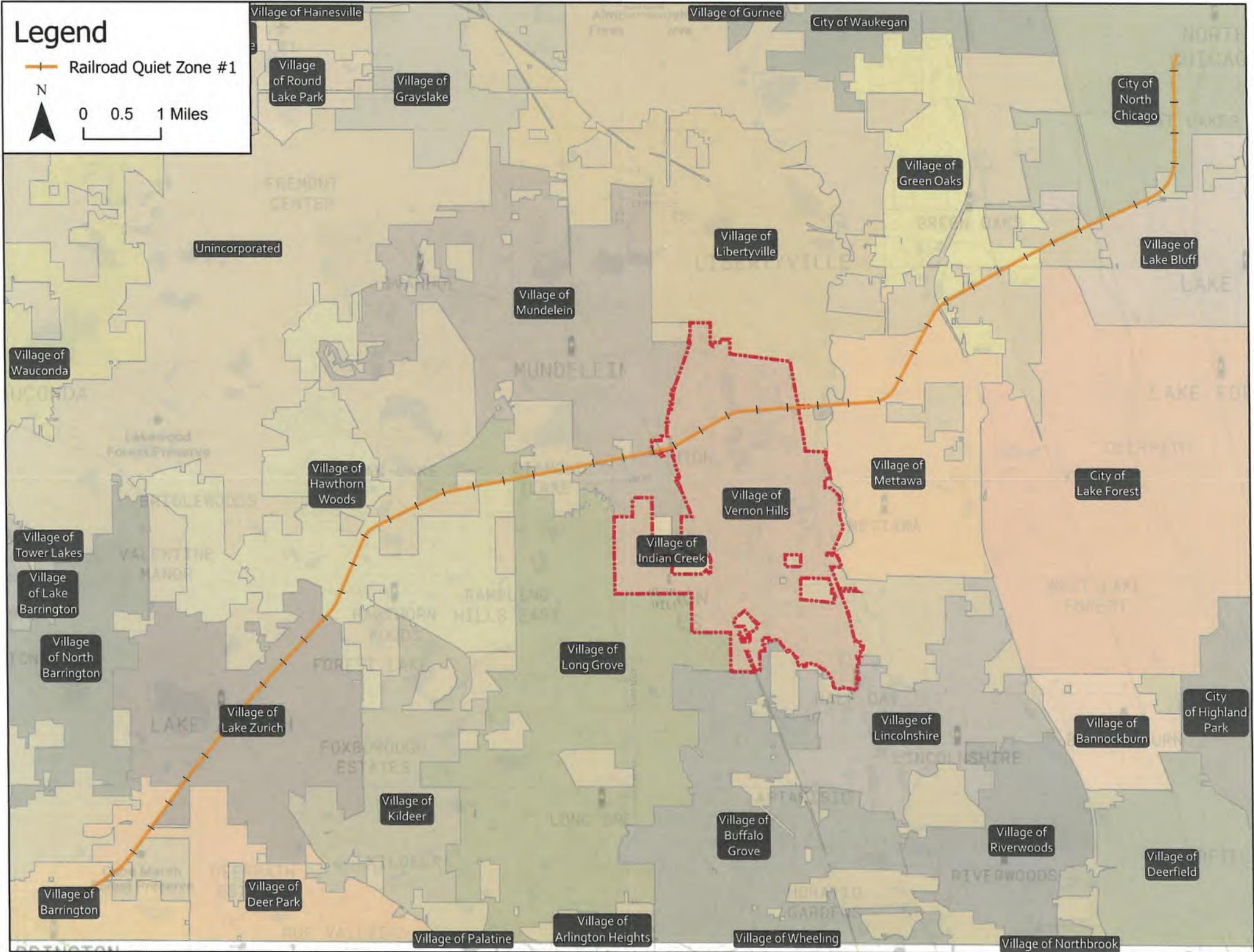
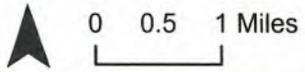




# Legend

—+— Railroad Quiet Zone #1

N





November 17, 2023

Ms. Marie Hansen, P. E., CFM  
Assistant Village Manager & Director of Development Services  
Village of Barrington  
200 S. Hough Street  
Barrington, IL 60010

Reference: Proposal for Engineering Services  
Barrington Quiet Zone - Recertification Assistance  
Cook and DuPage Counties, Illinois

Patrick Proposal Number: 2C1TR00000000003738

Dear Ms. Hansen:

Patrick Engineering Inc. (Patrick) is pleased to present this proposal to the Village of Barrington (Village) to provide engineering services relating to the recertification of the Barrington quiet zone administered by Barrington in Cook and DuPage Counties along the Wisconsin Central Limited Railway (WCL) Leighton Subdivision in Illinois.

Patrick understands that the Village has requested this proposal to recertify the crossings of this quiet zone which is administered by the Village of Barrington and consists of 17 crossings in Bartlett, Elgin, Hoffman Estates, Barrington and South Barrington.

Patrick proposes the following scope of services, budget and schedule to meet the requirements of Title 49 CFR 222 and recertify/reestablish the current quiet zone.

#### **Scope of Services**

The following tasks will be performed by Patrick as part of the scope of services:

##### **Task 1: Kick-off Meeting**

Patrick will meet with the Village via teleconference to Kick-off the Project.

##### **Task 2: Inventory and Inspection of Railroad Crossings in Quiet Zone**

1. Within the limits of the existing quiet zone, there are eighteen (18) crossings along the corridor. This task shall be to inventory, describe, and map the locations of these crossings. The description of each crossing shall include, but is not limited to, the street name, USDOT crossing ID number, the type of rail service in operation (passenger, freight), physical configuration, current frequency of trains, current warning system and devices in use (gates, flashing lights, bells, constant warning time circuitry, etc.), a photo log, identification of any planned improvements to the at-grade

crossing, and the agency or agencies responsible for the maintenance and operation of the roadway and/or the crossing. The data collected as part of this task shall be compared against existing information contained in the FRA Grade Crossing database and any discrepancies shall be identified and reconciled with the operating railroad.

See Attachment A for the listing of corridors and crossings included in the project.

2. Patrick will use the field data to update the Grade Crossing Inventory Forms for the 17 public, private and pedestrian crossings in the corridor.
3. Patrick will use the field data to create a crossing matrix. This matrix will be used to document the existing conditions and note where past improvements were made to qualify the quiet zone. This matrix will be helpful to identify any improvements made since the last affirmation.
4. The Village of Vernon Hills will work with the other communities in the quiet zone to provide updated traffic count data to Patrick within 10 days of issued request, and Patrick will use that data to update the traffic data fields on the Grade Crossing Inventory Forms. The updated inventory forms will be submitted as part of the recertification package.

#### Task 3: Analysis of Existing Conditions

1. Patrick shall assess each public grade crossing to determine if each grade crossing continues to meet the requirements initially established in the quiet zone. As part of this task, Patrick shall determine the existing Risk Index (RI), as calculated by the FRA requirements, which includes the use of locomotive horns, and establish the baseline Quiet Zone Risk Index (QZRI), which does not include the use of locomotive horns.
2. As part of this analysis Patrick shall review accident history (as provided by the Village and FRA accident database), confirm as-built data, perform observations of driver behavior, verify line of sight (no sight distance calculations will be performed), assess alignment and profile, and identify signing and other visual impacts of the intersection, within 200 feet of each at-grade crossing to determine the greater improvement. Additionally, factors may include bus routes, non-motorized routes, adjacent land-use, etc.

#### Task 4: Confirm Existing Safety Improvement Measures and Risk Analysis

1. Patrick will identify the safety improvements that qualify for SSM/ASM status along each corridor. Patrick will identify any work to be performed to the existing infrastructure to bring the improvements back into compliance, i.e. short medians, medians under 6" or experiencing wear, batons missing and needing to be replaced, etc.
2. If there are changes from the initial quiet zone establishment, Patrick will complete up to three scenarios for reducing risk in the quiet zone corridor in order to determine the preferred scenario for FRA recertification.

3. Patrick will summarize findings in a one to two-page memorandum and a matrix and review the findings with the Village via teleconference.

**Task 5: FRA Recertification Packages for Qualifying Quiet Zones**

1. With approval from the Village, Patrick will submit the recertification packages to the FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor. These packages will be sent by the Village, on Village letterhead, via certified mail, return receipt requested per the FRA's requirements.

**Task 6: FRA Documentation for Any Required Improvements**

1. Patrick will develop one Alternative Supplemental Safety Measure Application (if needed) for submittal to the FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor. This application will be sent by the Village, on Village letterhead, via certified mail, return receipt requested per the FRA's requirements.
2. If the quiet zone corridor needs improvements to be made for the quiet zone to be brought into compliance, Patrick will develop one Amended Notice of Establishment for the quiet zone corridor for submittal to the FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor. These packages will be sent by the Village, on Village letterhead, via certified mail, return receipt requested per the FRA's requirements.

**Project and Quality Management**

1. Patrick will manage the schedule, deliverables and financial aspects of the project.
2. Patrick will complete quality control and quality assurance on all deliverables.

**Assumptions**

Patrick assumes the following services are not included as part of the project Scope of Services listed above; however, these services can be provided as additional services or under separate contract:

1. The village will work with the other communities to provide updated traffic count data such as AADT, Percentage Commercial Vehicles, Average Number of School Bus Crossings per Day, Redistribution of Traffic, etc. (if needed) in the corridor and applicable Police Accident Reports (Calendar Year: 2018 -2022).
2. The Village and other communities will provide access to enter upon public and private lands as required for Patrick to perform work.
3. The Village will provide payment of all permits, flagging, and review fees required by agencies and railroads having jurisdiction over this project data.

4. Diagnostic meetings are not required as part of the recertification process.
5. Public involvement, council presentations and public hearings are not included.
6. Topographic survey is not required as part of the recertification process. Roadway and median design are not included. If during the implementation phase it is determined that engineering design/contract plans are required by Patrick, this work shall be considered a change in scope of services, and additional or supplemental fees can be negotiated at that time.

#### **Schedule**

Upon Notice to Proceed, Patrick will begin the project work. Patrick understands that time is of the essence and that the FRA requires recertification within 3 years. Patrick anticipates completing Tasks 1-4 within four weeks from the Notice to Proceed. It is imperative that the Partner Agencies provide the required traffic data promptly to avoid any delays.

Tasks 5 and 6: To Be Determined based upon coordination with the Village and FRA.

#### **Budget**

We propose to complete Tasks 1-6 on a time and material basis with a total fee not to exceed \$12,400.

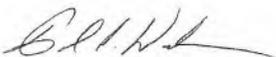
Additional scope not identified in this proposal but requested by the Village will be addressed in a written notification to the Village prior to any expenditure of effort. This will be in accordance with the attached Schedule of Fees and Services. Any changes will not be executed without prior written authorization from the Village.

This proposal may only be modified in writing. If the proposal satisfactory meets the Village requirements for the proposed work, please sign where indicated below and return the signed acceptance to Patrick Engineering Inc. Please sign the attached Client Project Agreement for Professional Services and return a signed copy to Patrick Engineering Inc. This proposal will be open for acceptance within 30 days of the date of this letter, unless changed by Patrick Engineering Inc. in writing.

We appreciate this opportunity to assist the Village and the other Partner Agencies. Please feel free to email or call me at (219) 629-1792 or [ewacker@patrickco.com](mailto:ewacker@patrickco.com) if you have any questions or need any additional information.

Sincerely,

**PATRICK ENGINEERING INC.**



Earl Wacker  
Director – Rail & Transit

Village of Barrington  
Proposal for Engineering Services  
Quiet Zone - Recertification Assistance  
Proposal #: 2C1TR000000000003738  
November 16, 2023  
Page 5

Attachments:  
Client Project Agreement  
2023 Patrick Fee Schedule

**ACCEPTANCE**

The contents of this proposal dated November 17, 2023, to perform Engineering Services for the Village of Barrington, is understood and accepted as indicated. This proposal together with the referenced agreement is hereby considered to be an Agreement for Engineering Services for the subject project, and Patrick Engineering Inc. is hereby authorized to proceed with the work described herein.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



# Agenda Item Executive Summary

Item Name Class C Liquor License Request- Bartlett Liquors and Wine Inc. Committee or Board Board

## BUDGET IMPACT

Amount:	<u>N/A</u>	Budgeted	<u>N/A</u>
List what fund	<u>N/A</u>		

## 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 11/28/2023
- Class C Liquor License Application
- Business Documentation
- Proof of Insurance
- Surety Bond
- Floor Plan
- Copy of Lease Agreement
- Liquor Manager Application
- Basset Training Certificate
- Letter from Police Department

## 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: 11/28/2023  
Sr. Management Analyst

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Sr. Management Analyst  
**Date:** November 28, 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

articles  
of  
corp.pdf

(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=2023-11-21T20%3A27%3A40Z&se=2023-11-21T21%3A12%3A40Z&sr=b&sp=r&sig=FffQtWTrYWsoWtpsiKcmbY1HBpC3R7B1p9%2FWD6w%2BCYg%3D)

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\_8DAF-A75B7C85503A\_Mon\_Jul\_17\_2023\_at\_11-48-09.jpeg?sv=2021-10-04&st=2023-11-21T20%3A27%3A40Z&se=2023-11-21T21%3A12%3A40Z&sr=b&sp=r&sig=yM2wWDUMusSv8VeTms4V7Am2tSTHc21-662B6EA2-5E8B-4E22-8DAF-A75B7C85503A.jpeg) (https://vpc3uploadedfiles.blob.core.windows.net/vpc3-files/villageofbartlett/new\_662B6EA2-5E8B-4E22-8DAF-A75B7C85503A.jpeg) (https://vpc3uploadedfiles.blob.core.windows.net/vpc3-files/villageofbartlett/new\_662B6EA2-5E8B-4E22-8DAF-A75B7C85503A.jpeg)

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=2023-11-21T20%3A27%3A40Z&se=2023-11-21T21%3A12%3A40Z&sr=b&sp=r&sig=UyPjOim2Ez%2FJ30jcmhswXH%2BFLxU1qa9uCThSVKdKnXE%3D)

FED52EA2-C424-42D5-AFC8-B6A24D019C52.j

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.

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: [REDACTED] Street Suite No.  
CAROL STREAM IL 60188-6082 DU PAGE  
City ZIP Code County

3. Purposes for which the Corporation is Organized:  
The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000	1000	\$ 1000

**NAME & ADDRESS OF INCORPORATOR**

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated APRIL 13, 2023  
Month & Day Year

NARINDER K SOHI  
Name

[REDACTED]  
Street

CAROL STREAM IL 60188  
City/Town State ZIP Code

# 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: CNXXX2X8158292X6

Account ID: 4492-2213

## 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**

**217 785-3707**

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**

**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**

**Certificate of Registration**

**Expiration Date:**  
**07/18/2024**

**Sales and use taxes and fees** (4492-2213)

**ILLINOIS REVENUE**  
*[Signature]*  
Director

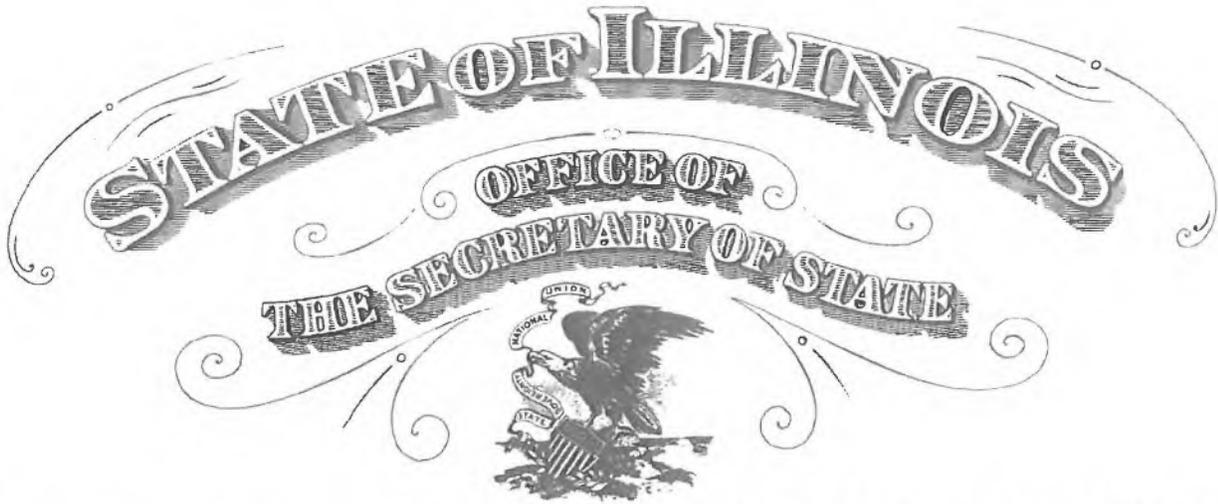
**Issued Date: 07/19/2023**

OFFICIAL DOCUMENT



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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/20/2023

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> INSURANCE EXPERT GROUP INC 83556019 506 E HAWLEY ST MUNDELEIN IL 60060	<b>CONTACT NAME:</b> PHONE (847) 393-7009 FAX (A/C, No, Ext): E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC# INSURER A : Hartford Underwriters Insurance Company 30104 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

**COVERAGES** CERTIFICATE NUMBER: 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/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		83 SBA AZ0UV0	07/18/2023	07/18/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Liquor Liability			83 SBA AZ0UV0	07/18/2023	07/18/2024	Each Common Cause \$1,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> Village of Bartlett 228 S MAIN ST BARTLETT IL 60103-4421	<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 <i>Susan J. Castaneda</i>
---	---

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AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC#: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

AGENCY INSURANCE EXPERT GROUP INC		NAMED INSURED BARTLETT LIQUORS AND WINE INC.	
POLICY NUMBER SEE ACORD 25		1072 W Army Trail Rd Bartlett, IL 60103	
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: 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.



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-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety  
shall thereupon 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

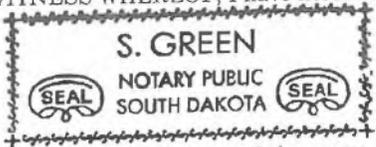
Paul T. Briffat, Vice President

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

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.



*S. Green*  
Notary Public — South Dakota

My Commission Expires: February 12, 2027

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

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

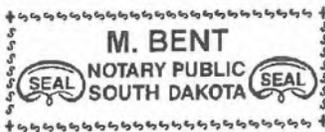
By Paul T. Bruflat  
Paul T. Bruflat, Vice President



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.



M. Bent

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.





Notice of Premium Due 07/20/2023

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
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**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



Illinois Department of Revenue

# REG-4-A Financial Responsibility Bond

### Part 1: Financial responsibility bond type and number

a Bond type: Specialty Retailer

b Financial responsibility bond number: [REDACTED]

### Part 2: Taxpayer and financial institution information

We, BARTLETT LIQUORS AND WINE INC. 1074 W Army Trail Rd, Bartlett, IL 60188 (as principal)  
Taxpayer's name and address

and WESTERN SURETY COMPANY, P.O. Box 5077, Sioux Falls, SD 57117-5077 (as surety)  
Name and address of surety

are bound to the people of the State of Illinois in the penal sum of \$ 2,000.00. We hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the payment of this amount.

The condition of this bond is that if the principal (taxpayer) identified above, who has applied for the tax responsibility (bond type) identified above, in Part 1, pays to the Illinois Department of Revenue (IDOR) all amounts becoming due from the principal (taxpayer) under this law, then the bond will become void; otherwise, the bond will remain in full force.

The surety identified above may conditionally cancel this bond at any time by filing a written notice with IDOR by registered or certified mail within 90 days. However, cancellation does not discharge the surety from any liability previously accrued under this bond or that may accrue before the 90 days expire.

### Part 3: Financial responsibility bond signatures and seal requirements

We have signed and sealed this bond on 07 / 20 / 2023, to be effective 07 / 18 / 2023.

You must attach a power of attorney.

(Principal's seal)

(Surety's seal)



Ramona Schi  
Principal's (taxpayer) signature

Second principal's signature, if applicable

President's or co-partner's signature

Corporate secretary's signature

WESTERN SURETY COMPANY

Paul T. Bruflat  
Surety company attorney-in-fact's signature

Paul T. Bruflat, Vice President  
Attorney-in-fact's printed name

Countersigned by NOT NEEDED

F S I A Rafael H. Sandoval  
Agent for surety

506 W. Northwest Hwy  
Number and street

Arlington Heights, IL 60004  
City State ZIP

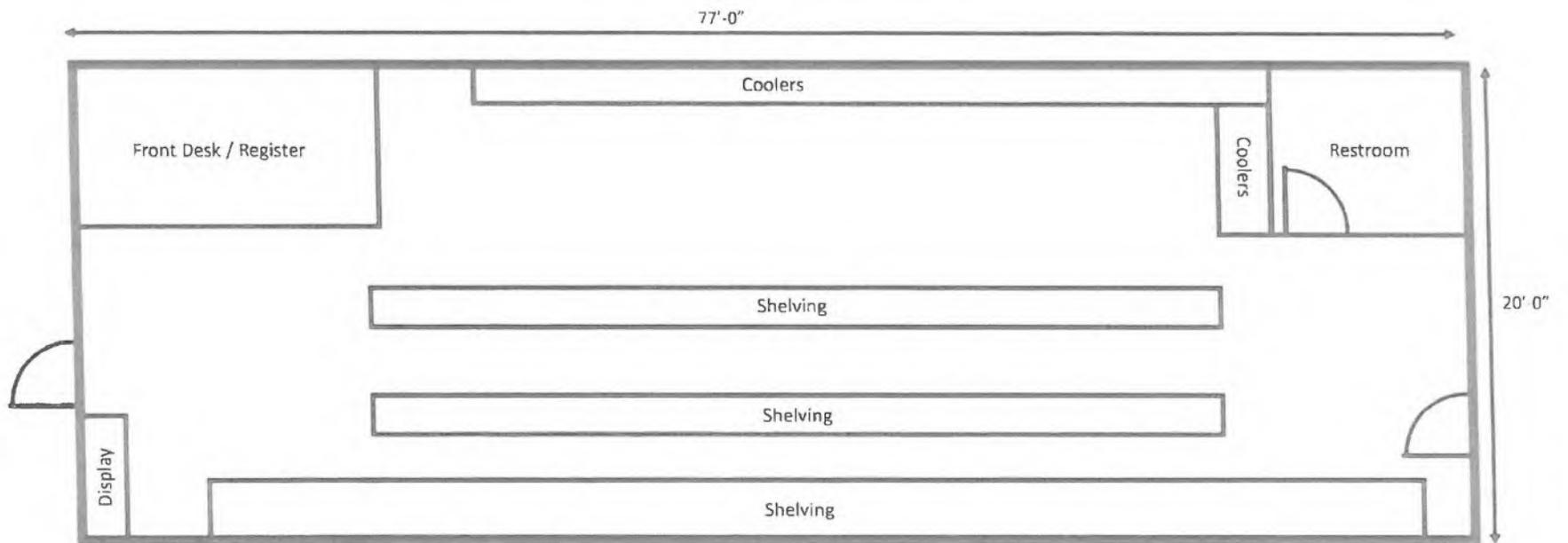
#### For official use only

Date approved:      /      /       
Month Day Year

IDOR Director's signature

License number:

Bartlett Liquors and Wine  
Proposed Floor Plan



59<sup>th</sup> & Army Trail LLC  
COMMERCIAL REAL ESTATE SERVICES  
1307 Schiferl Rd.  
Bartlett, IL 60103

To: Narinder K Sohi

**Re: Letter of Intent to Lease 1546 Sq. Ft. of retail space located at 1072 Army Trail Rd. Bartlett, IL 60103**

Dear Tenant:

Narinder K Sohi ("lessee") has expressed an interest in entering into a formal Lease agreement to lease space from the owner of record ("Landlord") the above referenced property. Below are the Lease terms for your review.

- |  |   |
|--|---|
| 1. Lease Rate:   | [REDACTED]                                      |
| 2. Deposit requirements:                                   | 3 month Lease Guarantee or LOC                  |
| 3. Tenant Information:                                     | Narinder K Sohi                                 |
| 4. Guarantor:  | Same as above                                   |
| 5. Premise Use:  | Liquor Store                                    |
| 6. Est. Premise Size:                                      | ~1540 sq. ft., actual based on BOMA calculation |
| 7. Lease Term  | 5 year minimum with two five-year options       |
| 8. Rent Commencement:                                      | 120 days after lease execution                  |
| 9. Possession Date:  | Immediate                                       |
| 10. Rent Structure   | 3% Increases annually                           |
| 11. Real Estate/CAM Charges<br>(not included in Base Rent) | Tenant will pay pro rated share est. [REDACTED] |
| 12. Utilities  | Tenant billed directly for all utilities        |

**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:

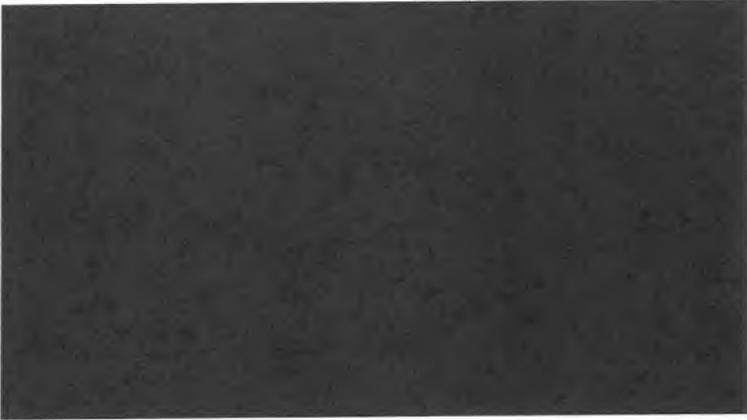
<u>Effective Period:</u>	<u>PSF Rent:</u>	<u>Monthly Minimum Rent:</u>	<u>Annual Minimum Rent:</u>
Lease Year 1			
Lease Year 2			
Lease Year 3			
Lease Year 4			
Lease Year 5			

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 as 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



LM-35

Liquor Manager

Application

Status: Complete

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]  
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

# Illinois BASSET SELLER / SERVER CERTIFICATION

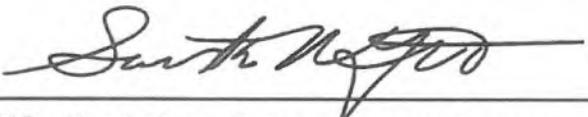
**Trainee Name:** Narinder sohi

**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).

  
learn<sup>2</sup>  
serve

Corporate Headquarters

5000 Plaza on the Lake, Suite 305

Austin, TX 78746

Phone: 877-881-2235



# INTER OFFICE MEMORANDUM



**To:** Kelly Thompson  
**From:** Phyllis Severson  
**Date:** July 20, 2023  
**Subject:** Liquor License Fingerprint Response

The attached fingerprint response package for Chief Pretkelis' review is complete and contains:

- Signed Fee Applicant Consent Form
- Illinois State Police Response – **Clear**
- FBI Response – **Clear**
- Sex Offender Website: **Clear**

**FOR:** NARINDER SOHI  
**NAME:** \_\_\_\_\_  
OWNER- BARTLETT LIQUORS & WINE  
**PURPOSE:** \_\_\_\_\_

PS062116



### FEE APPLICANT CONSENT FORM

**Instructions:**

This form is to be completed by the agency or organization seeking to have a fingerprint based criminal history record information check completed for an applicant. It is imperative the correct ORI and purpose code be included on the form in order to ensure the criminal history record check is processed properly and the criminal history response is forwarded to the appropriate destination. The agency/organization contact person's name and phone number should be included in case there is a problem or a question regarding billing etc. The applicant information appearing on the form will be verified through identification documents provided by the applicant before the fingerprints are taken. The applicant should sign the form in order to authorize the release of any criminal history record information that may exist regarding the applicant. This form will be used to submit the criminal history record fingerprint inquiry to the Illinois State Police and Federal Bureau of Investigation for electronic processing. The form containing the applicant's original signature authorizing the release of any criminal history record information that may exist, should be maintained in a file by the agency/organization seeking to employ, license, or utilize the services of the applicant.

#### AGENCY/ORGANIZATION INFORMATION

Name: Village of Bartlett  
Address: 228 South Main Street, Bartlett, Illinois  
Cost Center ID: 5933  
Contact Person: Diane Czerwinski

Department: Main Office  
ORI: IL016050L  
Purpose Code: LIQ  
Phone #: 630-837-0800

#### APPLICANT INFORMATION



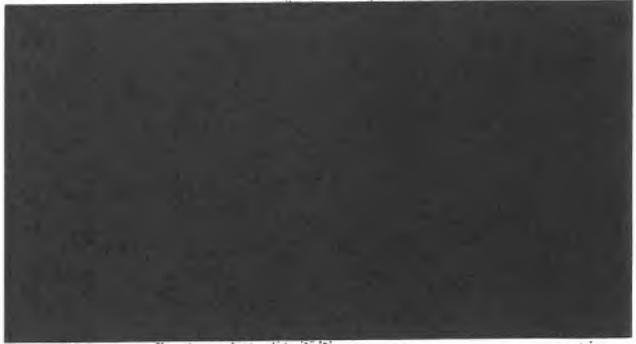
Name: Bartlett Liquors & Wine  
Address: 1072 W Army Tr Rd  
City/State/Zip: Bartlett, IL 60103  
Occupation: owner/manager

I, the undersigned, hereby authorize the release of any criminal history record information that may exist regarding me from any agency, organization, institution, or entity having such information on file. I am aware and understand my fingerprints will be taken and used to check the criminal history record information files of the Illinois State Police and the Federal Bureau of Investigation. I further understand I have the right to challenge any information disseminated from these criminal justice agencies regarding me that may be inaccurate or incomplete.

Applicant Name (printed):  Date: 7/18/23

Applicant Name (signature):  Date: 7/18/23

REDACTED



REDACTED