

VILLAGE OF BARTLETT
VILLAGE HALL, 228 S. MAIN STREET
BOARD AGENDA
DECEMBER 19, 2023
7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. *CONSENT AGENDA*

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

*6. MINUTES: Board/Committee Minutes, December 5, 2023; Committee Minutes, November 21, 2023

*7. BILL LIST: December 19, 2023

8. TREASURER'S REPORT: October, 2023
 Sales Tax Report – October, 2023
 Motor Fuel Tax Report – October, 2023

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. None

B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. None

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

- *1. Ordinance Regarding the Applicability of the Illinois Paid Leave for all Workers Act to the Village of Bartlett
- *2. Ordinance Establishing an Administrative Procedure to Determine Eligibility for Benefits Under the Illinois Public Safety Benefits Act
- *3. Resolution Approving of Disbursement Request for Payout No. 10 from the Subordinate Lies Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project
- *4. Resolution Approving of Disbursement Request for Payout No. 1 from the Subordinate Lies Tax Increment Revenue Note, Series 2023 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

- *1. Ordinance Amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance
- *2. Ordinance Amending Section 3-3-2-10: Class H of the Bartlett Liquor Control Ordinance

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. None

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

- *1. Resolution Approving of the Lease Agreement Between the Village of Bartlett and Bartlett Park District
- *2. Resolution Approving of the Permanent Easement Agreement Between the Village of Bartlett and Bartlett Park District
- *3. Resolution Approving of the Community Solar Project Agreement Between the Village of Bartlett and Sustainability
- *4. Resolution Waiving Advertising for Bids and Approving the Purchase of Two ABS Sulzer Influent Pumps from Flow Technics, Inc.
- *5. Resolution Waiving Advertising for Bids and Approving the Influent Pump Installation Project Agreement with Joseph J. Henderson and Son, Inc.
- *6. Ordinance Authorizing the Sale by Internet Auction of Surplus Property Owned by the Village of Bartlett

13. NEW BUSINESS

- A. Issa's Restaurant Bar LLC Liquor License
- B. Aldi Inc DBA Aldi Liquor License

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



**VILLAGE OF BARTLETT
BOARD MINUTES
December 5, 2023**

1. CALL TO ORDER

President Wallace called the regular meeting of December 5, 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 (via Teams), Suwanski (via Teams) and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Sr. Management Analyst Sam Hughes, Finance Director Todd Dowden, Public Works Director Dan Dinges, Civic Engineer Nick Talerico, Planning and Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Police Chief Geoff Pretkelis, Deputy Chief Rob Sweeney, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Ryan Chaney from Village Church of Bartlett did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

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



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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 - None
9. PRESIDENT'S REPORT - None
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized December anniversaries and birthdays.

Trustee Hopkins asked for an update on Route 59 and West Bartlett.

Public Works Director Dan Dinges stated that they are getting close to having all the pavement done. The goal is to get all the geometric improvements which would open up all of the turn lanes which would relieve the pressure with traffic. They hope the weather will hold out and they can get that done. They are still working on street lights, foundations and they will continue as long as the weather is decent. The permanent signals and landscaping will happen next spring.

Trustee Hopkins asked if there was going to be a turn lane going westbound on West Bartlett Road going into the Grasslands subdivision.

Mr. Dinges stated yes, there is a right turn lane and they already bid those improvements. It is open now.

Trustee Gunsteen stated that the Merry and Bright event was well done. He thanked all of the volunteer groups that were out there for their participation.

11. TOWN HALL - None
12. STANDING COMMITTEE REPORTS



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A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that Ordinance 2023-113, 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 was covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was no report.

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte presented Resolution 2023-111-R, a Resolution Adopting the 2024-28 Capital Improvements Program.

Trustee LaPorte stated this 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. The Capital Improvements Program for 2024-2028 is 16% lower than last year's program. A 2024-25 Projects by Source of Funds 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.

Trustee LaPorte moved to approve Resolution 2023-111-R, a Resolution Adopting the 2024-28 Capital Improvements Program and that motion was seconded by Trustee Deyne.

Trustee Gandsey asked about what was changed from the last review.

Finance Director Todd Dowden stated that the \$27,719,600 is the same amount presented previously.

Trustee Suwanski asked if any of the potential items were moved.

Village Administrator Paula Schumacher stated that there were three items that she sent an email to each trustee about. 1) Doing an MFT cleanup of Ruzicka for wayfinding in the parking lot, pending the park districts master plan and that they will have completed. It will give us some time to make decisions so we are not doing anything at Ruzicka that is not in concert with what their other plans are for the parks. 2) Koehler field drainage study that was \$50,000 was put in. They moved the Koehler field parking lot to further years. 3) Flushing of the fire suppression system at Bartlett Hills (\$7,500) so they could get a better indication of the repairs needed to repair that system.

Trustee Hopkins stated that they removed the projects for now until further clarification.

President Wallace asked them to bear in mind that this is a budget and they are not passing anything that is going to involve spending.



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Trustee Gunsteen asked if they discussed the Municipal Building expenses at the last meeting. He wanted a breakdown of the \$475,000.

Mr. Dinges stated HVAC replacement (rooftop unit) at Village Hall; Bartlett Hills clubhouse fire sprinkler (\$150,000) of which they plan on doing the \$7,500 flush to verify how much of the system needs replacement; HVAC controls (computer system) update for Village Hall.

ROLL CALL VOTE TO APPROVE RESOLUTION 2023-111-R, ADOPTING THE 2024-28 CAPITAL IMPROVEMENTS PROGRAM

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

Trustee LaPorte presented Ordinance 2023-112, 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.

Trustee LaPorte stated that the total levy is \$12,874,401, 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. He asked the finance director to reiterate why we can't take money from the General Fund to reduce the \$40 per home (based on \$400,000 value) increase.

Mr. Dowden stated that the General Corporate levy is \$7,269,094, an increase of \$750,000 to pick up the assessed value from the closing of the Brewster Creek TIF. It should not increase the amount that residents pay on their property taxes. The Police Pension levy is increasing to \$2,682,060 and that is where the bulk of this increase is coming from (about a 20% increase). They are leaving \$319,000 to come out of the fund balance and the debt service levy at \$2,923,647 (increase of \$26,000). The difference from last year is the Brewster Creek TIF which is no longer contributing toward the fire station bonds. Overall, compared to last year's extension, it is up about 9% and that is where the \$40 per household with an estimated value of \$400,000 comes from.

Trustee Gunsteen asked why it can't be taken from the general fund.

Mr. Dowden stated that the current levy as proposed is using about \$319,000 from the general fund reserve balance. We discussed options to not increase the levy at all for the police pension fund that would use \$797,000 from the general fund surplus balance. They could also increase the police pension levy by \$250,000 or up to \$2,453,621 and that would bring the \$40 per household to \$25. It would also use \$547,000 from the general fund surplus balance.

Trustee Suwanski stated that they are \$500,000 short as proposed.

Mr. Dowden stated that \$319,000 would be used from the surplus balance as proposed.



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Trustee Hopkins asked how much other taxes are we collecting as a whole.

Mr. Dowden stated as far as the levy, as proposed, compared to last year's approved levy - \$750,000 increase to the general fund, \$478,439 for police pension, \$26,826 for debt service. That is a total increase from this levy to the prior year's proposed levy of \$1,255,265.

President Wallace asked where they were at in the surplus for the policy tolerance in the general fund surplus.

Mr. Dowden stated that on April 30, 2023, the general fund balance was just over \$19,000,000. If you take into account the general fund expenditures of \$30,500,000. He would summarize that they would have about \$2.2 million over the fund balance policy. This year's capital plan is adding about a million dollars to what is coming out of the general fund as opposed to last year's capital improvement plan. They would still be over \$1 million in the fund balance policy.

President Wallace asked if he thought it was necessary to have that much over the surplus.

Mr. Dowden stated that part of the reason they have surplus is because of the pandemic funding, ARPA funds, Cares fund. The last few years have increased the fund balance. The five-year capital improvement plan proposes to use \$7 million for stormwater improvements. Right now, the only funding source for stormwater is the general fund. We also are using our MFT funds and in the 5-year plan they propose to use a little over \$1 million in the general fund for road improvements. In prior years they had the Rebuild Illinois bonds that help build up money in the MFT fund. Those funds have all been spent and we are starting to spend down the fund balance. They receive about \$1.6 million in MFT each year and he believes the MFT budget is about \$2-3 million per year.

Mr. Dinges stated that last fall they talked about capital infrastructure and maintenance of that capital infrastructure. The number, based on the miles of pavement we have to replace, or storm sewer, our funding level is not at an adequate amount to be on a cycle to keep up with it. They will have to bond or increase the amount to stay even.

President Wallace stated that if you don't the streets will be falling apart.

Mr. Dowden stated that those bonds were issued in 2012, which means we will be paying on them until 2032 or 2033. The next funding opportunity for streets, unless they want to increase the debt service levy, is some time off still.

President Wallace stated that he is saying that it is important to have that extra surplus in the general fund right now. It is essential for our surface and roads and essential for the well-being of everyone in Bartlett for stormwater. He thought everyone should understand this. The money is much needed in different areas of the village.

Trustee Hopkins asked if they should increase the policy to increase the amount.



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President Wallace stated that the funding mechanisms have changed. For a long time they were the Illinois Road Bonds which no longer exist. In order to do that now, we have to be creative and put it in the general fund in order to fund other necessities.

Mr. Dowden stated that our policy also talks about moving money into municipal building or capital projects if there is surplus.

Trustee LaPorte moved to approve Ordinance 2023-112, 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 and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE ORDINANCE 2023-112, LEVY AND ASSESSMENT OF TAXES FOR THE GENERAL CORPORATE AND OTHER PURPOSES

AYES: Trustees Deyne, Gandsey, Gunsteen, LaPorte

NAYS: Trustees Hopkins, Suwanski

ABSENT: None

MOTION CARRIED

Trustee LaPorte stated that Ordinance 2023-114, 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 was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that the 2024 Annual Meeting Schedule and Ordinance 2023-115, an Ordinance Creating a Class C Liquor License were covered and approved under the Consent Agenda.

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 Resolution 2023-116-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 was covered and approved under the Consent Agenda.



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13. NEW BUSINESS

President Wallace stated that Bartlett Liquors and Wine Inc. DBA Bartlett Liquors requested a Class C liquor license. He stated that if there were no objections from the Board he would issue the Class C liquor license.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

Trustee LaPorte wanted to know when the new Aldi would be open.

Planning and Development Director Kristy Stone stated that the anticipated date is January 24 or 25.

15. ADJOURN

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

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:32 p.m.

Lorna Giles
Village Clerk



VILLAGE OF BARTLETT COMMITTEE MINUTES December 5, 2023

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of December 5, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:32 p.m.

ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Sr. Management Analyst Samuel Hughes, Finance Director Todd Dowden, Public Works Director Dan Dinges, Village Engineer Bob Allen, Civil Engineer Nick Talarico, Planning and Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Chief Geoff Pretkelis, Deputy Chief Rob Sweeney, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

TOWN HALL:

None

BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN **Sign Code Discussion**

Chairman Gunsteen introduced the item.

Ms. Stone stated we started looking at the sign code updates, and we wanted to give the board an update on what was recommended by the Economic Development Commission. They felt wall signs should be permitted on all building elevations that are not directly abutting residential property, which is more lenient than what our current code allows. They felt the changeable message board signs like Culvers and the car washes were an appropriate size, and there was no need to increase them. They suggested strictly limiting the 25% size for window signage. That was something where enforcement has not been consistent over the years. For advertising flags, they felt we should allow businesses to have the flags two times per year, with each being a 30 or 60-day time limit. They wanted us to limit the number of flags on a property based on the amount of frontage the property has. They also want us to require permits. The unified business plan should be simplified so it is more uniform overall with the village. They also suggested we create some specific findings of fact to allow sign exceptions or variations because they felt signage should be looked at on a more case-by-case basis. We are looking for feedback from the board on these items.

Chairman Gunsteen stated the signage on the elevation should be limited to the square footage of the elevation.

Ms. Stone stated that is how it currently is, but it does allow you to count the aggregate as well. It has been enforced differently over the years based on how the aggregate is calculated and distributed. For



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example, on MORE Brewing, they have linear display frontage on Oak Ave. They also have some on Railroad Ave. Because part of the wall on the east side is visible on Oak, that was considered frontage. They were allowed to have more signage overall based on their frontage. So some of the signage that would have been allowed on Oak was able to be transferred to Railroad Ave.

Chairman Gunsteen stated by carrying the square footage from one side to the other allows you to take the entire square footage of three sides of the building and saying they are allowed "x" amount of square footage of signage. It should be based solely on that elevation because a rectangle building is going to have smaller sides on the smaller side of the building. The sign on More's east elevation would have been smaller and not have looked so out of scale.

Chairman Hopkins asked if Ms. Stone agreed with this.

Ms. Stone stated she did agree. Being able to take an allotment from one wall and transferring it to another wall defeats the purpose of trying to keep the signs in scale of the elevation.

President Wallace agreed.

Chairman Hopkins asked if it would be a special use if they wanted to have a larger sign.

Ms. Stone stated it would be a variation or design exception.

Chairman Deyne stated he agreed with this.

Chairman Gunsteen stated most villages only allow two sides of signage unless you are on a corner where your third side faces the intersection. We are allowing it on 3 sides. Just because you have a tiny bit of your building sticking out on one side doesn't mean there should be a sign on it.

Ms. Stone stated for MORE Brewing specifically, they were able to transfer the extra square foot from the front to their side and she would like to eliminate that piece.

Chairman Gunsteen stated the next section is the changeable message centers.

Chairman Gandsey asked if there was interest in going with something larger.

Ms. Stone stated Moretti's wanted something twice the size. Everyone wants to go bigger than what we have. They can always ask for a variance though.

Chairman Gunsteen asked the square footage of a monument sign.

Ms. Stone stated we allow up to 10' tall but it varies on site.

Chairman Gunsteen stated so they could potentially put in a full message center instead of a monument sign.

Ms. Stone stated a message board is limited to 32 square feet. They can still have another sign above it.

President Wallace asked if the chalk board signs are part of this.



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Ms. Stone stated those are considered temporary.

The board was okay with keeping it at 32 square feet.

Chairman Gunsteen asked staff to clarify window signage.

Ms. Stone stated its any sign in the window or window clings, etc. Right now, our current limit is 25% of the total aggregate of your windows. If you have four 10'x10' windows, you have 40 square feet.

President Wallace stated he knows he has discussed visibility into the building with the police department. He is torn on if this is okay. There are some businesses that use it more as signage.

Chairman Gandsey asked if the 25% was standard.

Ms. Stone stated other towns are between 20-25%. Originally when this was written it was for grocery stores with the paper signs.

Chairman Gunsteen asked if we have had any issues enforcing that.

President Wallace stated there are two businesses in the village that have at least 70% covered now.

Chairman Suwanski asked if we would be able to apply the new changes to the two businesses that are not currently in compliance.

Ms. Stone stated typically we have had businesses take them down like the Dogfather. At one point you could not see in the building at all. Enforcement lacked during COVID so he brought it to staffs attention that he felt he was treated unfairly previously.

President Wallace stated for some businesses it is a distinct disadvantage. Especially for one business that happens to be a workout center, he primarily believes he has at least half of it so people cannot peer in.

Ms. Stone stated we are not saying they cannot have blinds or some other opaque covering, it is more the fact that they are using it as advertisement for the business.

President Wallace stated that does not solve the problem of safety then.

Chief Pretkelis stated generally when we do our patrols and we pass by the businesses we try to look inside. You had mentioned that people have cell phones now, but we still do try to make contact and visually see the clerk inside the store or see what's going on.

President Wallace stated so if it doesn't control blinds, anyone can put blinds up and cover everything.

Ms. Stone stated that is not considered signage so we would not regulate it.

Chairman Gandsey stated she feels it is more the look. If there is constant advertisement all over the place, covering it, it doesn't look right.

President Wallace stated he has a tendency to be more lenient on this subject.



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Chairman Gunsteen stated if it looks bad, its only hurting their business. If the gym doesn't attract new customers, it's because people are being encouraged to come in by seeing someone else do it. It is on the business to figure it out.

President Wallace asked if it makes sense to leave the code at 25% and if someone wants to cover their whole thing with a sign, we have a public hearing for their neighbors to speak out against it.

Ms. Stone stated we can do that, we just have to make sure everyone is aware it is not content based.

Chairman Suwanski stated we do have an ordinance for the spas, right.

Ms. Stone stated the massage parlors are not allowed to have their blinds closed at all. We have to be able to see inside.

Chairman Gunsteen asked what the Economic Development Commission thought about advertising signs.

Ms. Stone stated that each business should be able to have two flags, two times per year for either 30 or 60 days each. They should have to get a permit so we could enforce whatever time limit is on it. We should also determine the distance between the flags, so you do not have 50 flags in front of one shopping center.

Chairman Gunsteen asked if we are charging for this permit.

Ms. Stone stated, yes.

Chairman Gunsteen confirmed if the permit duration was 30 days.

Ms. Stone stated that is what we are looking for direction on, they wanted 60 days.

President Wallace asked how many businesses we have in town, ballpark. 200-300? How many people are going to go around looking for flags up after 60 days. That is just another thing for us to track.

Ms. Stone stated it is just so we know when the flags have been out so they can argue.

President Wallace stated he disagrees with the village trying to track whether it is a 30 or 60-day time limit.

Ms. Stone stated we were willing to prohibit them because they can be an eye soar due to it being fabric.

President Wallace stated Carol Stream allows a 1 week or 2 week permit then you have to take it down so it is not a permanent fixture like a few of the businesses here on Oak have.

Chairman Gandsey stated they should be used for a promotion.

Chairman Suwanski stated she doesn't have a problem with them having them out there for 30 days if they are promoting a brand-new business.

President Wallace stated he thinks that is a good point. New businesses can put out a banner for 30 days then you have to come back for a permit.



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Ms. Stone stated that potentially gets into the advertising.

Village Attorney Kurt Asprooth stated that is a concern. It has to be based on the physical characteristics and the location of the sign. The courts have put a lot of restrictions on us.

Chairman Suwanski stated a new business is a new business.

Mr. Asprooth stated the problem is you have to read the sign to determine if it's a new business or not, and that's what the courts say we cannot do.

Chairman Gunsteen stated he thinks all new businesses should be allowed to put signs up no matter what. He does not have an issue with it. He has a business that has flags, signs, and they take them down at night to prevent people from stealing them or being damaged. He doesn't want them to be a permanent fixture.

Ms. Stone stated we can say if they are ripped, torn, or in disrepair, they can be removed.

The President wanted that included. He asked if Open Gov can be used as a timing mechanism to let us know.

Ms. Stone stated if they applied for a permit, our code enforcement would get a list of when the flags expire.

Ms. Gandsey asked if they applied for a permit, would it automatically inform the business of when they have to get the signs in.

Ms. Stone stated we can do that.

President Wallace wanted to keep it at 30 days.

Chairman Gunsteen asked if we are allowing multiple 30-day periods for each address. Technically, they could do it every month for the whole year.

President Wallace stated he doesn't have a problem as long as they are nice signs. He does not want 5 of them in front of a building.

President Wallace asked staff to draft a few options for the Planning and Zoning Commission to go through as part of this.

Chairman Gunsteen stated the unified business center sign plans are the next topic.

Ms. Stone stated we wanted to simplify these. Each shopping center has its own rules, including restricting sign colors, for example, and it is very random. We just want to make sure the signs are placed in a similar location on each building. Also, want them to follow the same codes so everyone has the same rights.

President Wallace stated this has been an ongoing problem.

Ms. Stone stated they read our code, then we have to tell them it does not apply to them because of the center they are in.



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President Wallace agrees with the unified code.

Chairman Gunsteen asked that to be included as well.

COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Village Strategic Plan

Village Administrator Paula Schumacher stated this is the kick-off to our strategic planning process. We do it so the board can give us direction on policy, gives us a game plan, helps us direct limited resources and is a great communication tool in order for us to express the direction of the community. We have been doing strategic planning in the village for the last 30 years. Strategic planning really has a much longer horizon than just one board. In 1994, we talked about building a new clubhouse at Bartlett Hills. In 1995 it was a goal to have some senior housing facilities and received applications in 2001 and 2004. The development of Brewster Creek Business Park in 1997 and the first building permit was given in 2000. In 2001, the development of the Town Center was initially discussed. In 2004, the first sale of the first condo building occurred. Many of the goals we put together are complex. In 2001 the goal for the bale fill project was aggressively fighting it and it went all the way to the supreme court. In 2001, we had a goal of developing the ball fields off Rt. 25. The West Bartlett corridor plan was in the plan in 2005 and project approved in 2007. In 2006, we finalized the agreement for the old train station to become a museum, and that was dedicated four years later.

Another aspect of our goal-setting is to be responsive to community needs. There is a number of examples on the screen, but it really helps us to adapt to changing needs of the village over time. Some examples include addressing stormwater, the changing needs of safety needs in the community. No one envisioned school shootings and other things we are faced with today.

Looking at where we are currently, our plan is divided into long and short-term goals. It's also divided into complex and routine. There are 24 goals in all, and I will review the short-term complex goals tonight. Goal #5 - continue the business development strategy focused on incentivizing a grocery store to town. This has been in our plan since 2013 when Dominick's closed. Over the years, we have contacted over 20 regional grocery stores and met with about 6 of them. When the development of the Streets of Bartlett happened, they got much more interested because they wanted a neighborhood store. They are scheduled to open in January.

#6 - Continue the business recruitment strategy to attract developers to invest in the downtown area and provide options for the businesses to locate in Bartlett. The economic development team has worked to bring new tenants into the Bartlett Town Center, Main Street Plaza, the Shops at 138 S. Oak. The barn behind Banbury Fair, an office tenant in the former tap location and of course MORE Brewing.

#7- Continue to act on the strategies for the development of Railroad Ave. vacancies. In addition to the new restaurants and State Farm building with the apartment above, the expanded Railroad Ave. parking lots were recently completed. The owner of site E is working with the various utilities to get the easements they need to break ground this spring. As you recall from the budget discussion, we have been working on sidewalk replacement and beautification along Railroad with partial funding from Metra.



VILLAGE OF BARTLETT COMMITTEE MINUTES December 5, 2023

#8 Develop a community branding plan. The process started in November with an RFP and the selection of A-5 Branding and Digital to create the campaign. The first stage was data collection, and so far, the branding survey has captured over 1,000 results. A-5 is returning in January to report on the survey results and also prepare concepts for the multi-year marketing plan. Those additional phases will be part of the budget review for where you want to fund those.

Chairman Gandsey asked how the survey was going.

Ms. Schumacher stated it is going great. We have captured a lot of the targeted audiences as well as people clicking on the QR code.

#9- Work to improve the retail business profile of the village. We had a larger increase in our social media presence in this area. We also got some nice traditional coverage in the press as well. Bartlett is lucky to have an extremely low vacancy rate of just 6%. Most vacant places in the downtown are now full. We are going to be turning our attention to the shopping centers on Route 59. The new car dealership is expected to open for sales in the start of 2024.

#10- Revisit and refine our overall economic incentives. We have been working on fine-tuning the BEDA incentive program. That has resulted in over \$8.3 million dollars in private investment in Bartlett. We also waive fees, enter into sales tax sharing agreements as well as Cook County tax agreements which really are vital to some of the larger developments like McKesson and Colony Display. They also helped with Culvers, Aldi, More, and the dealerships. We are closing out the Brewster Creek TIF District which has grown from \$3 million to what we expect to be over \$100 million when it's all said and done.

#11- Developing a strategy to connect the east and west sides of Bartlett. That is one we still have some work to do on. The branding survey should give us some insight into that issue and maybe present us with some issues. The bike path connection under Rt. 59 connecting up with the Grasslands subdivision is also part of that. We are also working on a \$150,000 grant from Cook County that would cover phase #2 engineering for that underpass. If Cook County approves that, we would look to bring that intergovernmental agreement to the board relatively soon.

#12- To improve bike path and pedestrian pathway routes. In addition to the path on Rt. 59, the S. Bartlett trails were resurfaced, and that work was done with the park district to coincide with the adjacent path around their community park. Bike lanes from Lambert to Naperville were stripped, and the additional path along Naperville Rd. will be installed with the Grasslands development as well. We also received a \$500,000 grant for a path over the railroad on Naperville. The Bike and Run Committee supported a bike-friendly community designation application. The Brewster Creek bike path from Munger to Stearns was completed as well.

#13- Determine the need for a TIF District on Lake St. Teska Associates presented a TIF eligibility study, returned in November to discuss potential land uses and we anticipate hearing from IDOT on whether they plan to vacate the property on Oak and Rt. 20, in January.



VILLAGE OF BARTLETT COMMITTEE MINUTES December 5, 2023

The remainder of those 24 goals and the update on where they sit is in the memo that Scott put together, but I just wanted to talk about that particular quadrant of the plan where the bulk of our action has been. Next Tuesday we will have the workshop to work on goal setting. We will either need another meeting or we can move to setting objectives from the staff. I anticipate it coming back to you the first meeting in February and approving the second meeting in February.

She gave the board four questions to think about for the goal-setting workshop. We also will talk about removing things off of the plan and reorganizing it.

Chairman Gunsteen asked how many hours we spent putting the ALDI project together and what do we think changed for them to come here.

Ms. Schumacher stated a lot of it was the arc from growing from the 90's and reacting to that growth. Now we need to figure out what next 50 years looks like where we will not see the huge boom but covering the infill and maybe the fringes.

Chairman Suwanski asked if it was possible because their philosophy changed coinciding with our growth.

Ms. Schumacher stated we flirted with them for a long time, and it was the reinvestment in that center that got their attention.

Chairman Gunsteen stated the BEDA has certainly worked. It may not be directly, but the long term and how many hours you put in, that Aldi's was a result of some of that.

President Wallace stated that is absolutely true. There is no way Aldi was going to look at the location unless it was totally revamped and the previous owners never would have revamped it.

Ms. Schumacher stated MORE, 120 live, etc. all are positive results of BEDA in those sleepier areas of town. We have talked for a long time about feet in the streets and we are seeing those plans pay off.

President Wallace stated we have been talking for a long time about what the secret is to getting more businesses downtown. It's development, incentives, feet in the street, and then more businesses come down.

Chairman Gunsteen stated they need consumer confidence.

Chairman Gandsey stated we will have the results of that survey in January so we can use that for strategic planning.

Ms. Schumacher stated we can make sure it is a part of the review in February to make sure we did not miss anything.

President Wallace stated it is good to review that every once in a while, to see how we are accomplishing items.

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



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
December 5, 2023**

ROLL CALL VOTE TO ADJOURN

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

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:21 p.m.

Samuel Hughes
Deputy Village Clerk



VILLAGE OF BARTLETT COMMITTEE MINUTES November 21, 2023

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of November 21, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:29 p.m.

ROLL CALL

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

ABSENT: None

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

TOWN HALL:

Mike Gogola- 671 Versailles

He has two homes in the village and rents a house out in town and had to pay an exit tax when he sold the first home. Two months he has had very high-water bills. He approached the finance director to see if there was an issue. Someone came out to inspect it and they thought there could be a problem inside the home. He suggested there could be someone turning his water on and off as retaliation because he threatened to call the cops on them. Mr. Dowden explained he could not do anything for him. He feels that he has lived in town for 28 years and since he did not get a benefit for the water, he should not be penalized for someone else's bad actions.

President Wallace asked if everyone has to pay the transfer stamp.

Mr. Dowden stated there is a one-year grace period.

President Wallace suggested that be changed.

Mr. Gogola stated they had long-term tenants there because they could not sell it, so it was an extended period of time.

President Wallace stated if you are living in Bartlett and buy another Bartlett house you shouldn't have to pay that tax. He asked how many gallons it was.

Mr. Gogola stated he has an inground pool in his backyard and he could have filled the pool twice in the last two months.



VILLAGE OF BARTLETT COMMITTEE MINUTES November 21, 2023

Mr. Dowden stated when we got the first read it was high, so we informed them they have unusually high usage. We informed the homeowner and we never heard back. The bill went out and then we heard back about a month after we had originally tagged the home. If he would have called us when we tagged the home, we might have been able to resolve that.

Mr. Gogola stated they tagged the door handle on my third car garage, and I called the week I noticed. I did not let it sit for an extended period of time. When I saw the first bill over \$200, I called the water billing department.

President Wallace stated we will follow up with you.

Chairman Deyne stated he agreed with President Wallace that the transfer stamp should not apply to people buying homes in Bartlett.

BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN AGI Trucking-Brewster Creek Business Park Lot 15

Chairman Gunsteen introduced the item.

Planning and Development Services Director Kristy Stone stated this is very similar to a project we approved for lot 22b at the board meeting tonight.

The item was forwarded on to the Village Board.

Bartlett Horizon Concept Plan

Chairman Gunsteen introduced the item.

Ms. Stone stated this site was originally part of the Durwood Forest PUD Plan back in the early 1980's. It has been owned by the arch diocese and the original plan was for it to be a church. It was never developed, and this use is not part of the current plan for that area.

Steven Stivers and Michael Bailey from Alden Design Group explained that they want to create a senior housing use to this location. The Alden foundation is a nonprofit developer of affordable housing. They have developed 15 communities over the last 30 years in the Chicago area and they have over 1,000 units. They are entirely focused on their mission of providing more affordable housing to seniors. They have their own design and architecture firm and realty firm to make sure they can provide exceptional experiences for all the seniors they serve. They serve seniors from your local community. Many people will have lived in Bartlett a long time and want the safety and security to know they will not get priced out of the community they have built their life in. The average age for a resident is 77 years old and their average income is \$27,000. 80% of their residents are women, 90% are single occupancy and the average person stays over 5 years in the community. You will not walk into any of our buildings and notice they are the exact same. We want to be partners with the communities we go into, and we design our buildings based



VILLAGE OF BARTLETT COMMITTEE MINUTES November 21, 2023

on what the community is looking for. They invest tons of money in their communities and want them to feel world class to their residents. Some of the amenities include pool tables, exercise equipment, libraries, etc. We have learned in COVID how bad isolation is for seniors, so we build our buildings to create engagement for seniors who are often looking for that.

Mr. Bailey explained the type and specifics of the building and the site.

Mr. Stivers added that the two-bedroom units will serve seniors that make up between 30% and 60% of the median income for the area. The one-bedroom units would have \$501 rent up to \$1,100 and the two bedrooms would go up to \$1,300.

Ms. Suwanski asked if there were medical services on site.

Mr. Stivers explained that they do not, and they intend it for people that can live independently.

President Wallace asked if Medicare made up the difference in pricing.

Mr. Stivers stated they would be applying for low-income housing tax credits which helps offset those rents.

Chairman Deyne asked about the zoning in this location.

Ms. Stone stated it is ER-3 PUD which is estate residential.

Chairman Deyne asked about the height limit.

Ms. Stone stated that would not apply if they were rezoned to SR-6 which is like Heron's Landing and parts of Amber Grove among other townhome developments.

President Wallace asked if it was restricted to 55+.

Mr. Stivers stated this facility is 62+ which ensures there is no additional burden for the school system.

Chairman Suwanski asked if younger people can stay there with them.

Mr. Stivers stated there is a lot involved with how many people can stay there and how it affects their income eligibility. No one long term under the age of 18 can stay with our residents. The Illinois Housing Authority regulates that. They do not allow it as a developer either.

Chairman Suwanski asked about between 18-62.

Mr. Striver stated that combined, they must be below the income level, and they would not be on the lease. They would be in violation of their lease if they had someone staying there long term and our property management would try to help determine if that was happening as well.

Chairman Suwanski asked that a lease be sent to the village to review.

Mr. Bailey added that there is an office person there between business hours each day and a live in maintenance person so there is eyes on the property every day.



VILLAGE OF BARTLETT COMMITTEE MINUTES November 21, 2023

Chairman Gandsey asked if there are any other properties, they have in neighborhoods like this.

Mr. Striver stated we do have some in New Lenox that is right next to a subdivision. We are dedicating 35% of the site to maintain the wooded area that is currently there to help shield their facility from the neighborhood.

Chairman Gunsteen asked about how the homes in that neighborhood will line up with these building elevations since they are up on a hill.

Ms. Stone stated we can ask them to work that into their full application if they want to move forward on this.

Chairman Gunsteen asked if this is a preliminary plan because he is concerned about the detention needed and wants to make sure there is enough room to keep the trees.

Ms. Stone stated they have not done any engineering yet.

Chairman Gunsteen asked if they have built these buildings with shingled roofs to fit into the neighborhood. He wants to make sure the mechanicals on top of the roof cannot be seen by the neighbors when the leaves fall off the trees.

Mr. Striver stated they can certainly make a shingled roof and make sure the mechanicals are hidden. The elevation of those homes would look down on their building but they are open to working with the village.

Chairman Gunsteen stated he really likes the look of the concept and has seen their buildings before, and they look nice.

Chairman Suwanski asked if they can send a list of their other buildings so the trustees can go and look on their own time.

Mr. Striver stated they can certainly do that. He added that these buildings have very little on the roofs since they are all electric. They have about 4 heat pumps and an air-cooled pump system for the water. There is very little equipment on the roof.

Chairman Deyne stated that he has to think on this a bit. He never thought of this type of development in this area. He asked if they looked at other areas in the village.

Mr. Striver stated they have. Unfortunately, this was the best option for their funding system. They knew that being in DuPage County would be favorable. This site is the best available site in the last 6 months.

Chairman Deyne stated that he can't support this type of development in this area. The concept is great, but he can't do it in that location.

Mr. Striver stated he appreciated his comments and explained that there were 70 projects submitted to the state last year and only 18 are awarded each year, so unfortunately, they must operate within the states system.

Chairman Suwanski asked if there was space available on Rt. 59 for example, would that not be viable?



VILLAGE OF BARTLETT COMMITTEE MINUTES November 21, 2023

Mr. Striver stated the state maps out every single census tract in the state on different scoring criteria. You then have to layer that scoring material over a property to see if it will be competitive. It also has to be within 1 mile of a grocery store so there is many layers that all have to fit in order for a site to be eligible.

Chairman Hopkins stated he loves the concept but currently, he can't support this location.

President Wallace asked about the property to the south, that would be an ideal location.

Ms. Stone stated that is unincorporated and she believes that is about 19 acres.

President Wallace asked if we know if the current senior housing units in town are full. He asked about the sales for the new 55+ housing coming in on the north side of town.

Ms. Stone stated those are age targeted, not age restricted, but 10 have sold so far.

President Wallace stated he agrees with the board. This would be a great idea and a service to our seniors, but the location is not the best.

Mr. Striver asked for feedback on what the board sees there. He asked if they see more single family there.

Chairman Suwanski stated we should find out what our current occupancy rate is at our other senior facilities and see where we stand.

Mr. Striver stated just for clarification, senior housing is a different concept than the low income senior housing they offer. The other locations of their current income restricted homes in DuPage County are on waitlists of 100-200 seniors in the three other locations in DuPage. They also had a third party to determine if there was a need in this location as well.

Chairman Gandsey asked if most of the resident's drive.

Mr. Striver stated about 70% of their residents have cars, and the other 30% drive around with local family.

Chairman Deyne reiterated that he likes the concept, but he always imagined it would just be more residential that flows right into the neighborhood.

Chairman Hopkins asked about 1 story.

Mr. Striver stated it would not be economical for them to do that on this sized lot. In Warrenville they are right off Rt. 59 near downtown. They had many residents who came to the hearings stating they wanted another restaurant at that location. In the end, they never had one person say they were still upset the building was put up.

President Wallace stated if you were talking about this on Route 59, we would not still be talking about this. It would have already gone through.

Chairman Gunsteen thanked the petitioner and stated he also has reservations about the size of the building over in that area. The presentation and concept were great.



VILLAGE OF BARTLETT COMMITTEE MINUTES November 21, 2023

COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY **BEDA Revisions for 2024**

Assistant Village Administrator Scott Skrycki presented the item.

Chairman Gandsey was worried about moving the BEDA line item down to \$25,000 and if that would make us competitive.

Mr. Skrycki stated many of the \$50,000 grants were for developments or redevelopments so those are larger projects, but that is for the board to decide. It's a nice tool to have.

Chairman Suwanski stated Glencoe, Hanover Park and Streamwood all limit it to \$25,000. She asked about the potential eligible cost.

President Wallace stated he would be more inclined to limit the request to a percentage vs. a limit on the total.

Chairman Hopkins asked if there is a way to give money to a \$4 million dollar project that is not BEDA money.

Village Attorney Kurt Asprooth stated we can always do a sales tax rebate or if it's in a TIF, there would be other funding opportunities.

Mr. Skrycki stated the BEDA has allowed us to develop relationships with the brokerage community because we can advertise this program. Three of our BEDA's were in the Daily Herald, so the sheer marketing aspect of the BEDA program is something to consider vs. the bricks and mortar.

President Wallace stated we earmarked gaming money to help the business community for all the residents and not bury it in the general fund.

Chairman Deyne stated he has concerns about eliminating the reapplication for a BEDA.

Chairman LaPorte asked how that would have affected the Streets of Bartlett.

Mr. Skrycki stated he applied for his two pins, which came to \$100,000 and then after two years O'Hare's was eligible and then Pasta Mia on the other pin.

Chairman Gunsteen stated eliminating the non-fixed items from eligibility was the biggest concern he had.

President Wallace asked if parking lot repairs should be included.

Chairman Deyne stated that would be fine with him.

President Wallace stated I would say if they were the owner of the building and the retailer, they would be eligible.

Chairman Gunsteen asked to clarify about the outdoor dining.



VILLAGE OF BARTLETT COMMITTEE MINUTES November 21, 2023

Mr. Skrycki stated before this memo, loose tables and chairs would have been included, but now they would not be. It would be relegated to fence, concrete work, infrastructure, etc.

Many board members agreed with that.

President Wallace stated the larger dollar investors are going to want a sales tax rebate, they will not be interested in our BEDA program, I would imagine.

Chairman Suwanski stated she doesn't have a problem with the \$50,000, but we should figure out the percentages. There should be a defined amount for what they are awarded.

President Wallace stated he wants to make sure it is still an attractive program so people use it. He also wants more guidelines on the amounts for each project.

Chairman Gandsey asked if we could do a targeted campaign for certain areas of town that look worse and let them know about it.

Mr. Skrycki stated we can do that with our broker blast.

Chairman Suwanski asked if we require someone to be in business before they can apply.

President Wallace stated that being in business for a year would be a good addition.

Chairman Suwanski asked about retroactive payments.

President Wallace stated he thinks they should have to make new improvements after a year.

Chairman Gunsteen stated if a new business comes in, we can approve the BEDA and then wait to pay it out for a year.

President Wallace suggested leaving it at \$50,000.

Mr. Skrycki stated he treats a business like 120 Live for example that came in when the downtown was not so vibrant, as a more important project than a code enforcement item like a trash enclosure, for example.

Chairman LaPorte stated this is an incentive for projects, not trying to fund a startup.

Chairman Hopkins asked what the percentage the BEDA revenue makes up of gaming.

Mr. Skrycki stated the line item is \$250,000 and we are projecting about \$400,000 in gaming a year.

President Wallace asked if we have ever run out.

Mr. Skrycki stated we have never granted the full \$250,000 in any year.

FINANCE COMMITTEE, CHAIRMAN LaPORTE Proposed Capital Budget

Chairman LaPorte introduced the item.



VILLAGE OF BARTLETT COMMITTEE MINUTES November 21, 2023

Finance Director Todd Dowden began presenting the attached presentation.

(Staff presented the attached presentation, any questions from the board are listed below)

Water

Chairman Hopkins asked how the agreements work for the Hanover Park and Streamwood interconnects.

Assistant Public Works Director Tyler Isham stated they vary, but Streamwood for example says DuPage County will allow us a certain amount. They use JAWA which would ideally provide us the same amount.

Public Works Director Dan Dinges stated it is strictly emergency only.

Ms. Schumacher stated if they are not a part of the DuPage Water Commission like Hanover Park, we are negotiating amounts. Currently, we are sharing the cost to update the study for the emergency loop to make sure the numbers are updated, and we have the right amount in the agreement.

Chairman LaPorte asked what we would be doing with the space the current well house and pump station are in near the village hall.

Mr. Dinges stated that would be up to the board to determine.

Sewer

Chairman Hopkins asked if we are under budget on the new lift station that recently broke ground.

Mr. Dinges stated it is currently under budget.

Chairman Gunsteen asked if the Eastview Middle School lift station would fall under the Lake Street TIF.

Staff is reviewing.

Streets

Chairman Hopkins asked if we could redo the sidewalks near Eastern Ave. in front of the elementary school. They are in bad shape in that area.

Mr. Dinges stated we can look at that.

Ms. Schumacher stated the sidewalk replacement and downtown improvements seemed like a natural place to put that extra gaming revenue.

President Wallace stated that was a great idea.

Chairman Gunsteen asked if there is a way to add additional parking in the town center park area.

Mr. Dinges stated yes, we can add some on the west side of the drive aisle and if we are redoing that area, that would be the best opportunity.

Chairman LaPorte thought we should keep the green space.



VILLAGE OF BARTLETT COMMITTEE MINUTES November 21, 2023

Ms. Schumacher added that we can evaluate the well house area once it is torn down.

Chairman LaPorte stated a couple weeks ago someone came in with an idea for adding signage to the bike paths for downtown businesses. Do we have any plans for signage.

Mr. Dinges stated we can investigate that.

Ms. Stone stated we have talked about creating a wayfinding sign at the Bike and Run Committee, so we can ask that committee to look into it.

Chairman LaPorte asked if we could have a landscape architect help with the gabion basket and plantings in order to help with the Country Creek erosion issue.

Mr. Dinges stated the engineers have some ideas, but there is not a ton of room in the backyards because the yards are not that large as it is.

President Wallace stated they are losing their yards every year.

Mr. Dinges stated the ones on the backside are not, and that's who he is having trouble getting feedback from.

Chairman Hopkins asked who sells the columbarium spaces in the cemetery.

Chairman LaPorte asked how many we can fit in the cemetery.

Mr. Dinges stated we can fit 2-3 in the area where this first one is going and then a lot more in another area of the cemetery.

Mr. Dowden stated the next step would be to approve this 24-25 year to authorize public works to be able to move forward on these projects before the next year starts.

Ms. Schumacher stated Mr. Dinges and Mr. Dowden and their staffs did a hard look at where we can reduce costs on these projects and smoothing them out over multiple years.

Chairman Suwanski asked about the sprinkler system at Bartlett Hills.

Chairman LaPorte said it was in the last section.

Mr. Dinges stated we broke that up into two halves. We are trying to get the first half done this year and the second half next year.

Chairman Hopkins asked if the golf course pays into the municipal building fund.

Mr. Dowden stated the municipal fund money has been collected from developers in the past and we transfer excess funds from the general fund in there.

Chairman Hopkins stated that project should be funded from the golf course since it is an enterprise fund.



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

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

ROLL CALL VOTE TO ADJOURN

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

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 9:07 p.m.

Samuel Hughes
Deputy Village Clerk

PROPOSED

Village of Bartlett, Illinois
2024-2028 Capital Budget





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
Joseph W. LaPorte
Renee Suwanski

November 21, 2023

The Honorable Village President
and Board of Trustees

Submitted for your consideration is the Capital Improvements Program for the Fiscal Years 2023-24 through 2027-28. It identifies long-range needs and proposes a multi-year financial plan to address them.

The Capital Improvements Program began in the early 1980's, formalizing a commitment to provide for orderly and appropriately financed growth of municipal facilities. It is a financial tool that allows the village to take a long-range view of our needs.

Beginning in the summer, staff reviews the projects included in the current Capital Improvements Program, updates the costs and status of those projects, and identifies new projects to be included. The department submissions are reviewed, and project budgets and schedules are adjusted as needed. The Village Board reviews the five-year program in the fall. This allows time to incorporate the new year projects into the upcoming budget development process.

Early review has also afforded us the opportunity to bid construction projects early in the year, keeping costs down and completion timely.

Overview

The 5-year Capital Improvements Program for 2024-2028 totals \$95,219,636. This is a 16% decrease from last year's Program.

Capital Improvements Expenditures		
<u>Year</u>	<u>Total</u>	<u>% Change</u>
2018-2019	40,613,960	81%
2019-2020	8,336,865	-79%
2020-2021	9,702,154	16%
2021-2022	9,072,114	-6%
2022-2023	29,125,605	221%
2023-2024 Estimated	28,707,036	-1%
2024-2025 Proposed	27,719,600	-3%
2025-2026 Proposed	12,933,000	-53%
2026-2027 Proposed	15,730,000	22%
2027-2028 Proposed	10,130,000	-36%

The chart above shows annual expenditures in the 2024-2028 Program and actual expenditures for the past five years. The percent change column reflects the change from the prior year. As you can see, capital expenditures can vary significantly from year to year.

The table on Page T6 shows the history of capital expenditures by category for the past five years. Comparing the history of expenditures by category with the expenditure summary for this 5-year plan (Page T1), it

is easy to see the increase in sewer and streets projects as the major water projects were completed and economic development in the business parks slows down.

The chart below compares the 5-year totals by category:

<u>Category</u>	<u>2024-2027</u> <u>Proposed</u>	<u>2019-2023</u> <u>Actual</u>
Water	\$25,025,000	\$31,397,093
Sewer	34,782,036	30,726,702
Streets	18,333,000	8,524,709
Econ Dev	4,600,000	19,074,063
Golf	2,399,600	80,782
Other	<u>10,080,000</u>	<u>7,047,349</u>
Total	\$95,219,636	\$96,850,698

Page T7 presents a list of capital projects that have been completed in the past five years. The chart shows the year the project was completed and the final project cost. The costs shown reflect the total project cost, which may have been spent over more than one fiscal year.

2024-25 Highlights

While the Capital Improvements Program anticipates expenditures over a five-year period, the immediate focus is on 2024-25, which is referred to as the Capital Budget. These projects will become part of the operating budget that will be developed in the next few months. The Capital Budget for fiscal year 2024-25 is \$27,719,600. A complete

listing of the 2024-25 projects can be found on Page T10. Funds are proposed for a total of 25 projects. Major projects include the Water Main replacement program, the second year of the Water Meter Replacement program, the completion of the Devon Excess Flow facility, the completion of the Bittersweet waste water treatment facility, and the golf irrigation system replacement. Two projects are new to the Capital Improvement Program and are highlighted below:

New Projects

A complete listing of new projects by funding source can be found on page T8. They include the following:

Downtown Sidewalk Renovation: Renovation of the sidewalks in the downtown to minimize the trip hazards. This project will replace the sidewalk and bricks with new sidewalk and brick ribbons similar to what was done at the corner of Oak & Railroad. Budgeted to be completed in 2024-2028. Estimated cost: \$600,000.

Town Center Improvements: This project will replace the fountain and park amenities to improve and update the landscaped areas within the Town Center area. Budgeted to be completed in 2024-2027. Estimated cost: \$445,000.

Financing

The following table below shows the funding sources for this Capital Improvements Program.

**2024-28 Capital Improvements Program
Funding Sources**

<u>Funding Source</u>	<u>Amount</u>	<u>% of Total</u>
2019 GO Bonds	9,250,000	9.71%
IEPA Loans	20,892,179	21.94%
Brewster Creek TIF	1,100,000	1.16%
Bluff City TIF	3,500,000	3.68%
Motor Fuel Tax	13,326,423	14.00%
American Rescue Plan Act	4,500,000	4.73%
STP Fund	5,117,600	5.37%
Grants	150,000	0.16%
Water Fund	18,525,000	19.46%
Sewer Fund	6,639,857	6.97%
Municipal Building	2,005,000	2.11%
Developer Deposits Loan	2,399,600	2.52%
General Fund	7,738,977	8.13%
Park District	75,000	0.08%
Total	95,219,636	100.00%

The IEPA low interest loans of \$21 million are to finance the completion of the Bittersweet WWTP improvements and an elevated water tank. The sanitary sewer system rehabilitation program will use \$1.5 million of the American Rescue Plan Act funds and \$1 million will be used for the water meter replacement program. The Devon Avenue excess flow facility is being financed by a bond issue completed in the fall of 2019. Another \$2 million will come from American Rescue Plan Act fund. The majority of the \$7.7 million in projects funded by the General Fund are stormwater related. Other capital revenues to finance projects in the 2024-2028 program include Water and Sewer funds, Motor Fuel Tax funds, Municipal Building funds, Surface Transportation Program grants, Brewster Creek TIF funds, Bluff City TIF funds, developer donations, and grants.

Respectfully Submitted,



Paula Schumacher
Village Administrator



Village of Bartlett, Illinois

Capital Improvements Program

2024-2028

Tables & Graphs

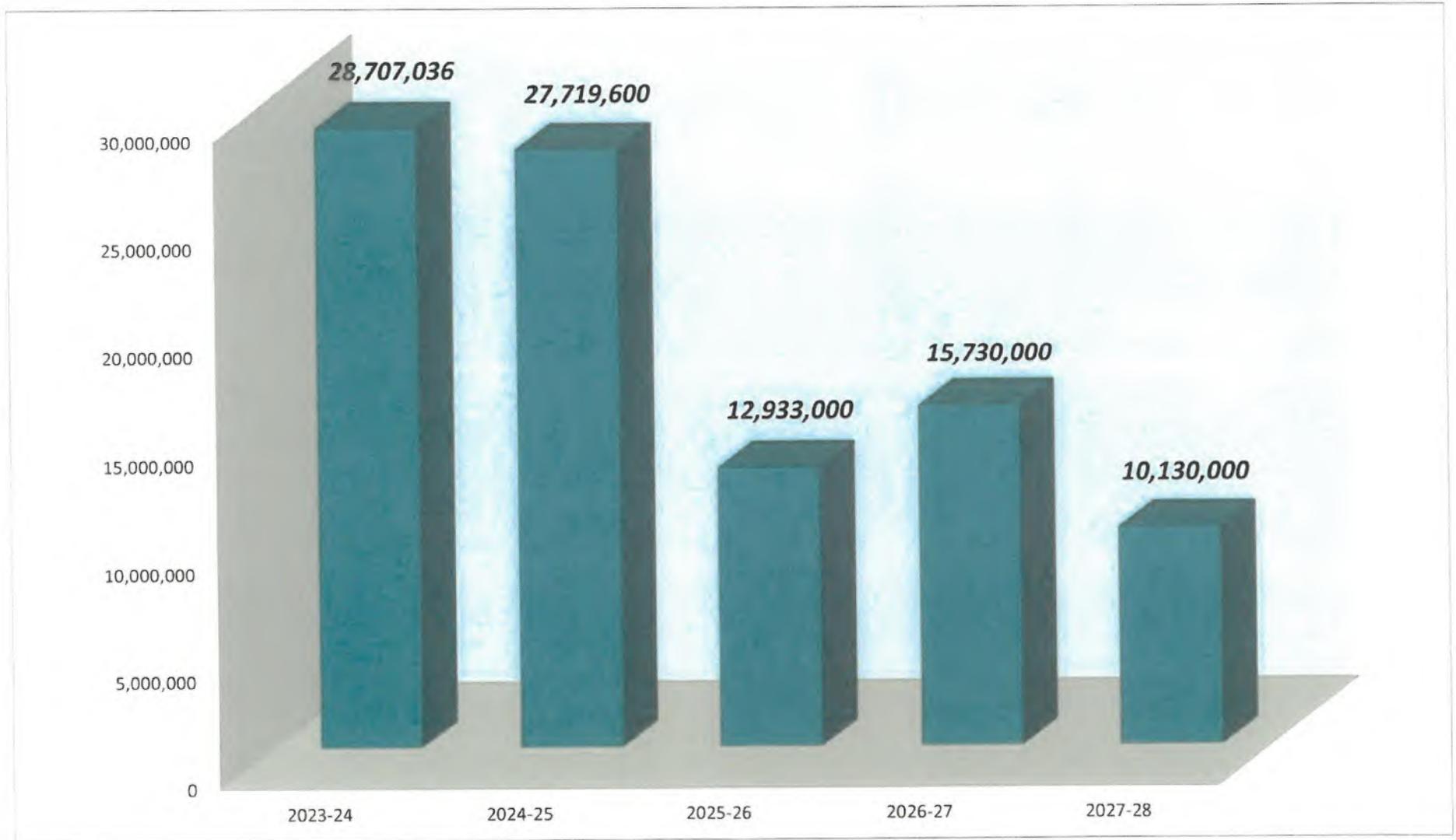
VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

Expenditure Summary

<i>Program Category</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>	<i>FY 2025-26</i>	<i>FY 2026-27</i>	<i>FY 2027-28</i>	<i>Five Year Total</i>	<i>% of Total</i>
<i>Water</i>	2,225,000	8,230,000	2,840,000	9,950,000	1,780,000	25,025,000	26%
<i>Sewer</i>	19,347,036	11,055,000	1,700,000	1,080,000	1,600,000	34,782,036	37%
<i>Streets</i>	2,490,000	3,050,000	7,293,000	1,175,000	4,325,000	18,333,000	19%
<i>Economic Development</i>	2,200,000	2,400,000	0	0	0	4,600,000	5%
<i>Golf</i>	740,000	1,659,600	0	0	0	2,399,600	3%
<i>Other</i>	1,705,000	1,325,000	1,100,000	3,525,000	2,425,000	10,080,000	11%
<i>Total</i>	28,707,036	27,719,600	12,933,000	15,730,000	10,130,000	95,219,636	100.00%

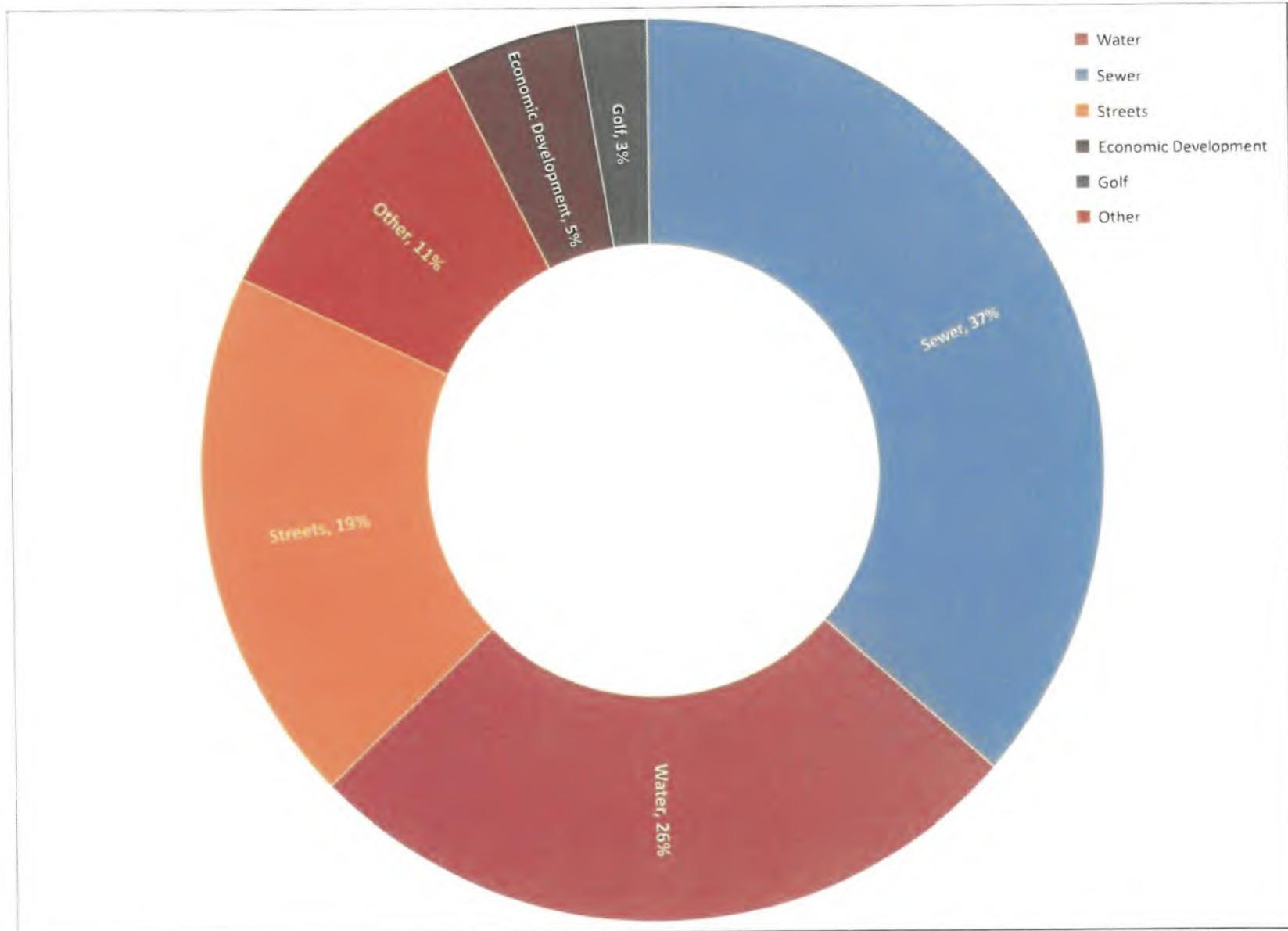
VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

Expenditures by Year



VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

Expenditures by Category



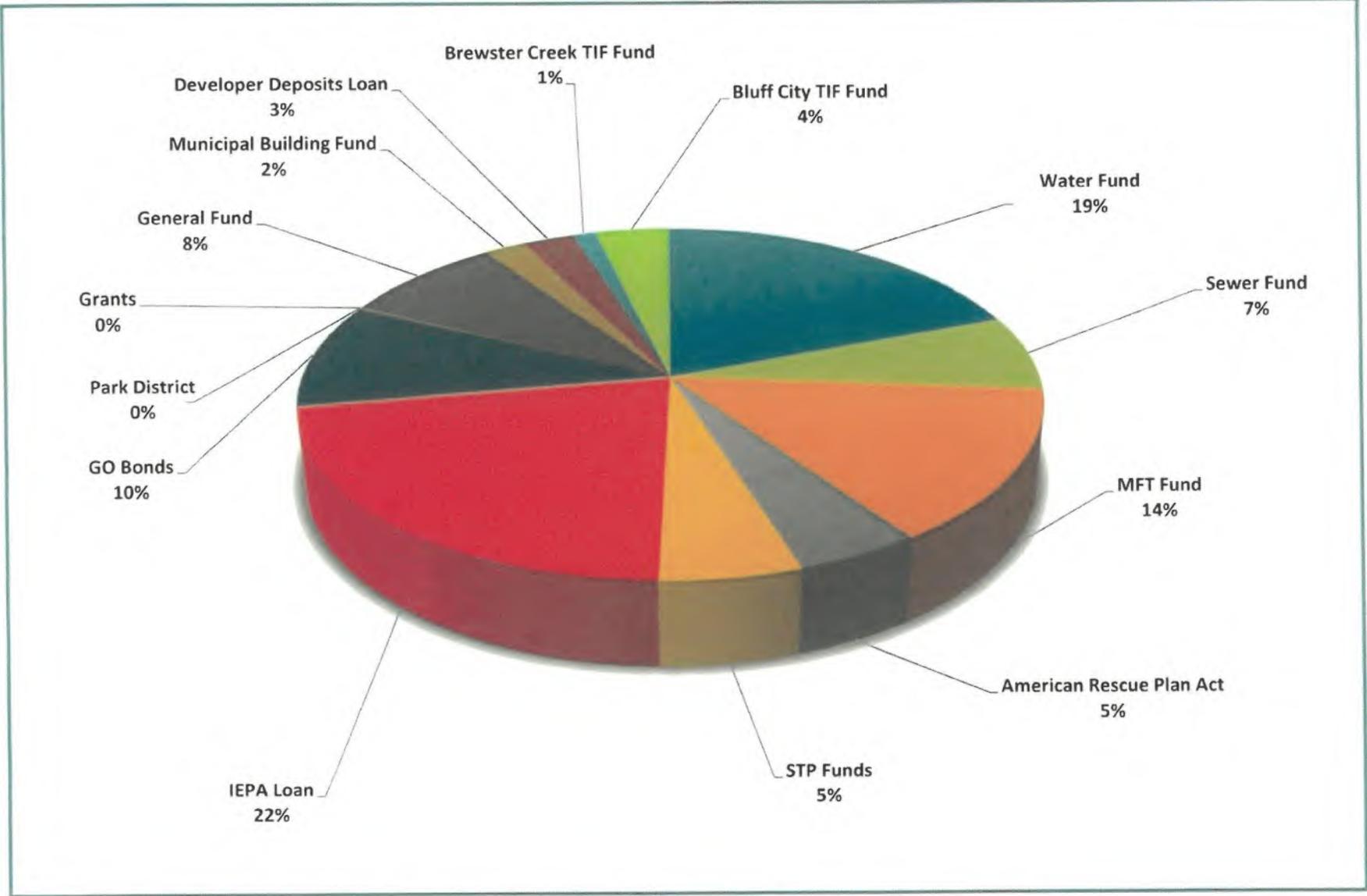
VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

Funding Source Summary

<i>Sources of Funds</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>	<i>FY 2025-26</i>	<i>FY 2026-27</i>	<i>FY 2027-28</i>	<i>Five Year Total</i>	<i>% of Total</i>
<i>Water Fund</i>	1,725,000	7,730,000	2,840,000	4,450,000	1,780,000	18,525,000	19.46%
<i>Sewer Fund</i>	979,857	1,280,000	1,700,000	1,080,000	1,600,000	6,639,857	6.97%
<i>MFT Fund</i>	1,750,000	1,905,000	5,210,400	1,015,000	3,446,023	13,326,423	14.00%
<i>American Rescue Plan Act</i>	1,500,000	3,000,000	0	0	0	4,500,000	4.73%
<i>STP Funds</i>	200,000	220,000	1,657,600	1,560,000	1,480,000	5,117,600	5.37%
<i>IEPA Loan</i>	11,717,179	3,675,000	0	5,500,000	0	20,892,179	21.94%
<i>GO Bonds</i>	5,650,000	3,600,000	0	0	0	9,250,000	9.71%
<i>Park District</i>	35,000	10,000	10,000	10,000	10,000	75,000	0.08%
<i>Grants</i>	0	150,000	0	0	0	150,000	0.16%
<i>General Fund</i>	1,105,000	1,465,000	1,240,000	2,115,000	1,813,977	7,738,977	8.13%
<i>Municipal Building Fund</i>	1,105,000	625,000	275,000	0	0	2,005,000	2.11%
<i>Developer Deposits Loan</i>	740,000	1,659,600	0	0	0	2,399,600	2.52%
<i>Brewster Creek TIF Fund</i>	1,000,000	100,000	0	0	0	1,100,000	1.16%
<i>Bluff City TIF Fund</i>	1,200,000	2,300,000	0	0	0	3,500,000	3.68%
Total	28,707,036	27,719,600	12,933,000	15,730,000	10,130,000	95,219,636	100.00%

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

Expenditures by Funding Source



VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

Capital Projects Expenditure History 2019- 2023

<i>Program Category</i>	<i>FY 2018-19</i>	<i>FY 2019-20</i>	<i>FY 2020-21</i>	<i>FY 2021-22</i>	<i>FY 2022-23</i>	<i>Five Year Total</i>	<i>% of Total</i>
<i>Water</i>	24,316,030	3,270,430	1,377,701	1,111,927	1,321,005	31,397,093	32.42%
<i>Sewer</i>	215,506	1,540,572	2,778,975	3,186,715	23,004,934	30,726,702	31.73%
<i>Streets</i>	1,020,663	1,488,190	2,137,548	1,789,085	2,089,223	8,524,709	8.80%
<i>Economic Development</i>	8,717,965	1,878,500	3,224,700	2,705,200	2,547,698	19,074,063	19.69%
<i>Golf</i>	0	0	65,032	0	15,750	80,782	0.08%
<i>Other</i>	6,343,796	159,173	118,198	279,187	146,995	7,047,349	7.28%
<i>Total</i>	40,613,960	8,336,865	9,702,154	9,072,114	29,125,605	96,850,698	100.00%

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028
Total Project Costs - Completed Projects

<i>Project</i>	<i>FY</i>	<i>FY</i>	<i>FY</i>	<i>FY</i>	<i>FY</i>	<i>Total</i>
	<i>2018-19</i>	<i>2019-20</i>	<i>2020-21</i>	<i>2021-22</i>	<i>2022-23</i>	
<i>Lift Station Upgrades</i>			925,524			925,524
<i>MFT Maintenance Program</i>	959,633	1,435,044	1,826,358	1,789,086	1,729,811	7,739,932
<i>Water Main Replacement</i>	890,589	479,294	1,144,437	1,030,191	1,105,904	4,650,415
<i>Water Tower Painting</i>	587,801					587,801
<i>Water System Modeling/Pump Station Upgrades</i>	914,550					914,550
<i>Stearns Road/Country Creek Culvert Extension</i>	410,505					410,505
<i>Police Station</i>	19,811,250					19,811,250
<i>DWC Transmission Main and Meter Station</i>		15,174,294				15,174,294
<i>Water Pump Station and Storage</i>		8,140,978				8,140,978
<i>Bartlett Watermain Improvements</i>		5,537,439				5,537,439
<i>Golf Veranda / Simulator Room</i>			65,032			65,032
<i>Sanitary Sewer Rehabilitation</i>	75,028	528,427	639,792	440,969	804,216	2,488,432

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

New Projects by Source of Funds

<i>Project</i>	<i>Page</i>	<i>General Fund</i>	<i>Municipal Building</i>	<i>Total</i>
<i>Downtown Sidewalk Renovations</i>	40	\$600,000		\$600,000
<i>Town Center Improvements</i>	47	\$445,000		\$445,000
<i>Total</i>		\$1,045,000	\$0	\$1,045,000

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

2023-24 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	300,000												300,000
Water Tower Painting	6	30,000												30,000
Infrastructure Improvements-Water	8	60,000												60,000
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	185,000												185,000
Hydrant Painting Program	16	25,000												25,000
Facility Update/Phosphorous Removal	19		79,857											79,857
Sanitary Sewer System Rehabilitation	21				1,000,000									1,000,000
Devon Excess Flow Plant Rehabilitation	23							5,650,000						5,650,000
Lift Station Upgrades & Rehabilitation	25		900,000											900,000
Bittersweet WWTP Improvements	27						11,717,179							11,717,179
23/24 MFT Maintenance Program	30			1,375,000										1,375,000
IDOT Intersection Improvements	32			200,000										200,000
North Ave & Oak Ave Resurfacing	34			60,000										60,000
Bike Path Maintenance	36								35,000	65,000				100,000
Parking Lot Improvements	38			65,000							150,000			215,000
Oak Avenue Parking Lots	42										500,000			500,000
Metra Area Landscaping/Sidewalks	45									20,000				20,000
Town Center Improvements	47									20,000				20,000
Brewster Creek Bus. Park Improvements	50											1,000,000		1,000,000
Bluff City/Blue Heron Improvements	52												1,200,000	1,200,000
Irrigation System Replacement	55								740,000					740,000
Stormwater System Improvements	58									880,000				880,000
Schick/DuPage River Engineering Study	60			50,000		200,000								250,000
Cemetery Columbarium	62									120,000				120,000
Municipal Building Improvements	64										455,000			455,000
Total		1,725,000	979,857	1,750,000	1,500,000	200,000	11,717,179	5,650,000	775,000	1,105,000	1,105,000	1,000,000	1,200,000	28,707,036

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
Total		7,730,000	1,280,000	1,905,000	3,000,000	220,000	3,675,000	3,600,000	1,819,600	1,465,000	625,000	100,000	2,300,000	27,719,600

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

2025-26 Projects by Source of Funds

Project	Page	Water Fund	Sewer Fund	MFT Fund	STP Funds	Other	General Fund	Municipal Building	Total
Water Main Replacement	4	200,000							200,000
Water Tower Painting	6	965,000							965,000
Watermain Leak Survey and Repairs	10	125,000							125,000
Water Meter Changeout	12	1,500,000							1,500,000
Hydrant Painting Program	16	50,000							50,000
Sanitary Sewer System Rehabilitation	21		1,000,000						1,000,000
Lift Station Upgrades & Rehabilitation	25		700,000						700,000
25/26 MFT Maintenance Program	30			4,125,000					4,125,000
North Ave & Oak Ave Resurfacing	34			710,400	1,657,600				2,368,000
Bike Path Maintenance	36					10,000	40,000		50,000
Parking Lot Improvements	38			375,000			100,000		475,000
Downtown Sidewalk Renovation	40						150,000		150,000
Town Center Improvements	47						125,000		125,000
Stormwater System Improvements	58						825,000		825,000
Municipal Building Improvements	64							275,000	275,000
Total		2,840,000	1,700,000	5,210,400	1,657,600	10,000	1,240,000	275,000	12,933,000

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

2026-27 Projects by Source of Funds

Project	Page	Water Fund	Sewer Fund	MFT Fund	STP Funds	IEPA Loans	Other	General Fund	Total
Water Main Replacement	4	2,400,000							2,400,000
Infrastructure Improvements	8					5,500,000			5,500,000
Watermain Leak Survey and Repairs	10	125,000							125,000
Water Meter Changeout	12	1,500,000							1,500,000
Infrastructure Removals	14	375,000							375,000
Hydrant Painting Program	16	50,000							50,000
Sanitary Sewer System Rehabilitation	21		1,000,000						1,000,000
Lift Station Upgrades and Rehabilitation	25		80,000						80,000
MFT Maintenance Program	30			625,000					625,000
Bike Path Maintenance	36						10,000	40,000	50,000
Parking Lot Improvements	38							225,000	225,000
Downtown Sidewalk Renovation	40							150,000	150,000
Town Center Improvements	47							125,000	125,000
Stormwater System Improvements	55							1,575,000	1,575,000
Schick/DuPage River Engineering Study	60			390,000	1,560,000				1,950,000
Total		4,450,000	1,080,000	1,015,000	1,560,000	5,500,000	10,000	2,115,000	15,730,000

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

2027-28 Projects by Source of Funds

<i>Project</i>	<i>Page</i>	<i>Water Fund</i>	<i>Sewer Fund</i>	<i>MFT Fund</i>	<i>STP Funds</i>	<i>Other</i>	<i>General Fund</i>	<i>Total</i>
<i>Water Main Replacement</i>	4	200,000						200,000
<i>Water Tower Painting</i>	6	1,405,000						1,405,000
<i>Watermain Leak Survey and Repairs</i>	10	125,000						125,000
<i>Hydrant Painting Program</i>	16	50,000						50,000
<i>Sanitary Sewer System Rehabilitation</i>	21		1,000,000					1,000,000
<i>Lift Station Upgrades and Rehabilitation</i>	25		600,000					600,000
<i>MFT Maintenance Program</i>	30			3,076,023			1,048,977	4,125,000
<i>Bike Path Maintenance</i>	36					10,000	40,000	50,000
<i>Downtown Sidewalk Renovations</i>	40						150,000	150,000
<i>Stormwater System Improvements</i>	58						575,000	575,000
<i>Schick/DuPage River Engineering Study</i>	60			370,000	1,480,000			1,850,000
<i>Total</i>		1,780,000	1,600,000	3,446,023	1,480,000	10,000	1,813,977	10,130,000



Village of Bartlett, Illinois

Capital Improvements Program

2024-2028

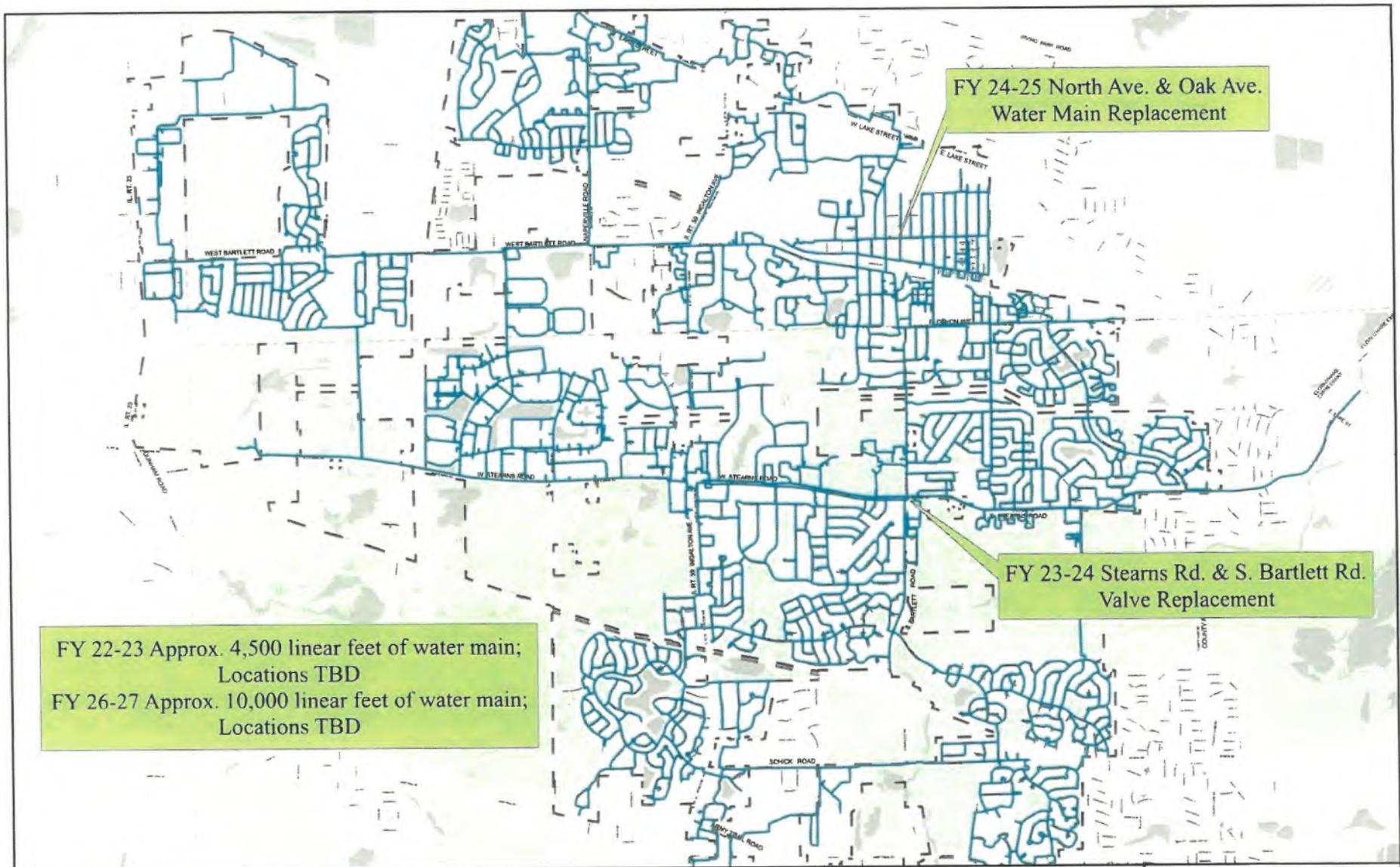
Water Projects

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

Water Projects by Year

<i>Project</i>	<i>Page</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>	<i>FY 2025-26</i>	<i>FY 2026-27</i>	<i>FY 2027-28</i>	<i>Five Year</i>
<i>Water Main Replacement</i>	4	\$ 300,000	\$ 3,600,000	\$ 200,000	\$ 2,400,000	\$ 200,000	\$ 6,700,000
<i>Water Tower Painting</i>	6	30,000	1,355,000	965,000	0	1,405,000	3,755,000
<i>Infrastructure Improvements with Water Transition</i>	8	60,000	1,350,000	0	5,500,000		6,910,000
<i>Watermain Leak Survey and Leak Repairs</i>	10	125,000	125,000	125,000	125,000	125,000	625,000
<i>Water Meter Changeout</i>	12	1,500,000	1,500,000	1,500,000	1,500,000		6,000,000
<i>Infrastructure Removals</i>	14	185,000	250,000		375,000		810,000
<i>Hydrant Painting Program</i>	16	25,000	50,000	50,000	50,000	50,000	225,000
<i>Total</i>		\$ 2,225,000	\$ 8,230,000	\$ 2,840,000	\$ 9,950,000	\$ 1,780,000	\$ 25,025,000

<i>Sources of Funds</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>	<i>FY 2025-26</i>	<i>FY 2026-27</i>	<i>FY 2027-28</i>	<i>Five Year Total</i>
<i>Water Fund</i>	\$ 1,725,000	\$ 7,730,000	\$ 2,840,000	\$ 4,450,000	\$ 1,780,000	\$ 18,525,000
<i>IEPA Loans</i>				5,500,000		5,500,000
<i>ARPA Funds</i>	500,000	500,000				1,000,000
<i>Total</i>	\$ 2,225,000	\$ 8,230,000	\$ 2,840,000	\$ 9,950,000	\$ 1,780,000	\$ 25,025,000



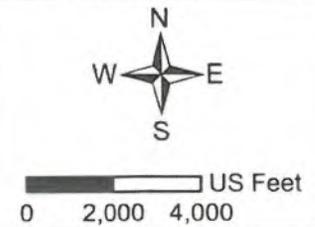
FY 22-23 Approx. 4,500 linear feet of water main;
Locations TBD
FY 26-27 Approx. 10,000 linear feet of water main;
Locations TBD

FY 24-25 North Ave. & Oak Ave.
Water Main Replacement

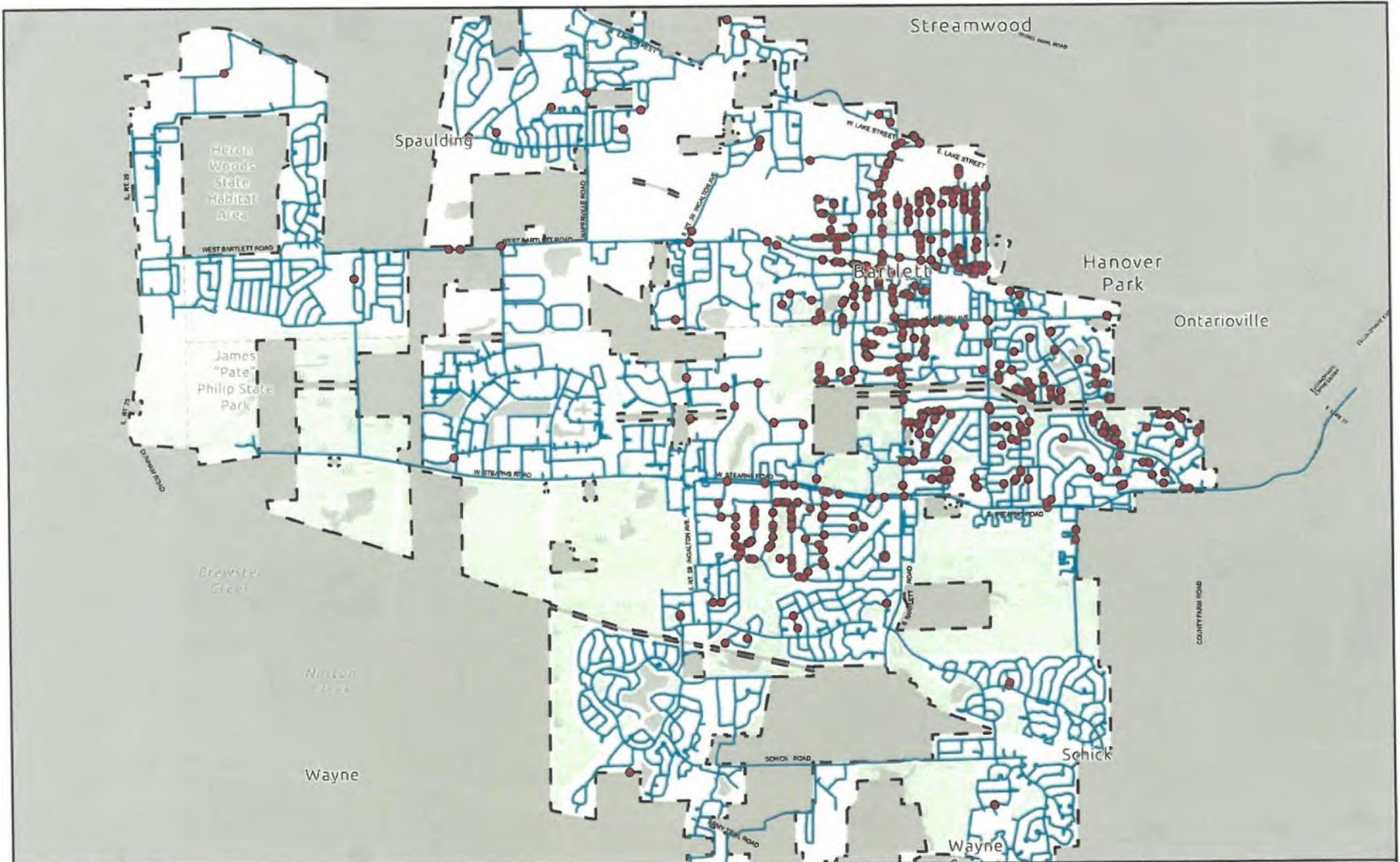
FY 23-24 Stearns Rd. & S. Bartlett Rd.
Valve Replacement



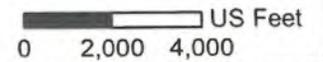
Water Main & Lead Service Replacement



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Water Main Breaks since 2005



Created by: GIS, 11/2023

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

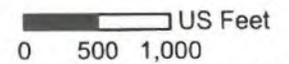
WATER MAIN & LEAD SERVICES REPLACEMENT

Description	<p>This multi-year project consists of replacing water mains that are experiencing frequent main breaks or have capacity concerns.</p> <p>FY 23/24- Valve replacement at Stearns Rd. & S. Bartlett Ave. FY 24/25- North Ave. & Oak Ave. water main & lead services replacement FY 25/26- Design year; locations TBD, construction in FY 26/27 FY 26/27- Approx. 10,000 linear feet of water main; locations TBD FY 27/28- Approx. 10,000 linear feet of water main; locations TBD Lead water service line replacements to meet EPA requirements</p>
Comments	<p>These areas have a history of frequent water main breaks which have resulted in disruption of service and property damage. This program will help reduce our unaccounted water percentage as required by IDNR Lake Michigan water allocation permit.</p>
Future Operating Budget Impact	<p>This project will not have a significant impact on the Operating budget.</p>

<i>Use of Funds</i>	<i>Prior Year Actual</i>	<i>Estimated 23/24</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
			<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
Construction	\$ 1,105,904	\$ 100,000	\$ 3,000,000		\$ 2,000,000		\$ 6,205,904
Lead Service Replacements			200,000		200,000		
Contingencies		100,000	300,000	\$ 100,000	100,000	\$ 100,000	700,000
Engineering		100,000	100,000	100,000	100,000	100,000	500,000
Total	\$ 1,105,904	\$ 300,000	\$ 3,600,000	\$ 200,000	\$ 2,400,000	\$ 200,000	\$ 7,405,904
Source of Funds							
Water Fund	\$ 1,105,904	\$ 300,000	\$ 3,600,000	\$ 200,000	\$ 2,400,000	\$ 200,000	\$ 7,805,904
American Rescue Plan Act							
Total	\$ 1,105,904	\$ 300,000	\$ 3,600,000	\$ 200,000	\$ 2,400,000	\$ 200,000	\$ 7,805,904



Water Tower Painting



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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

WATER TOWER PAINTING

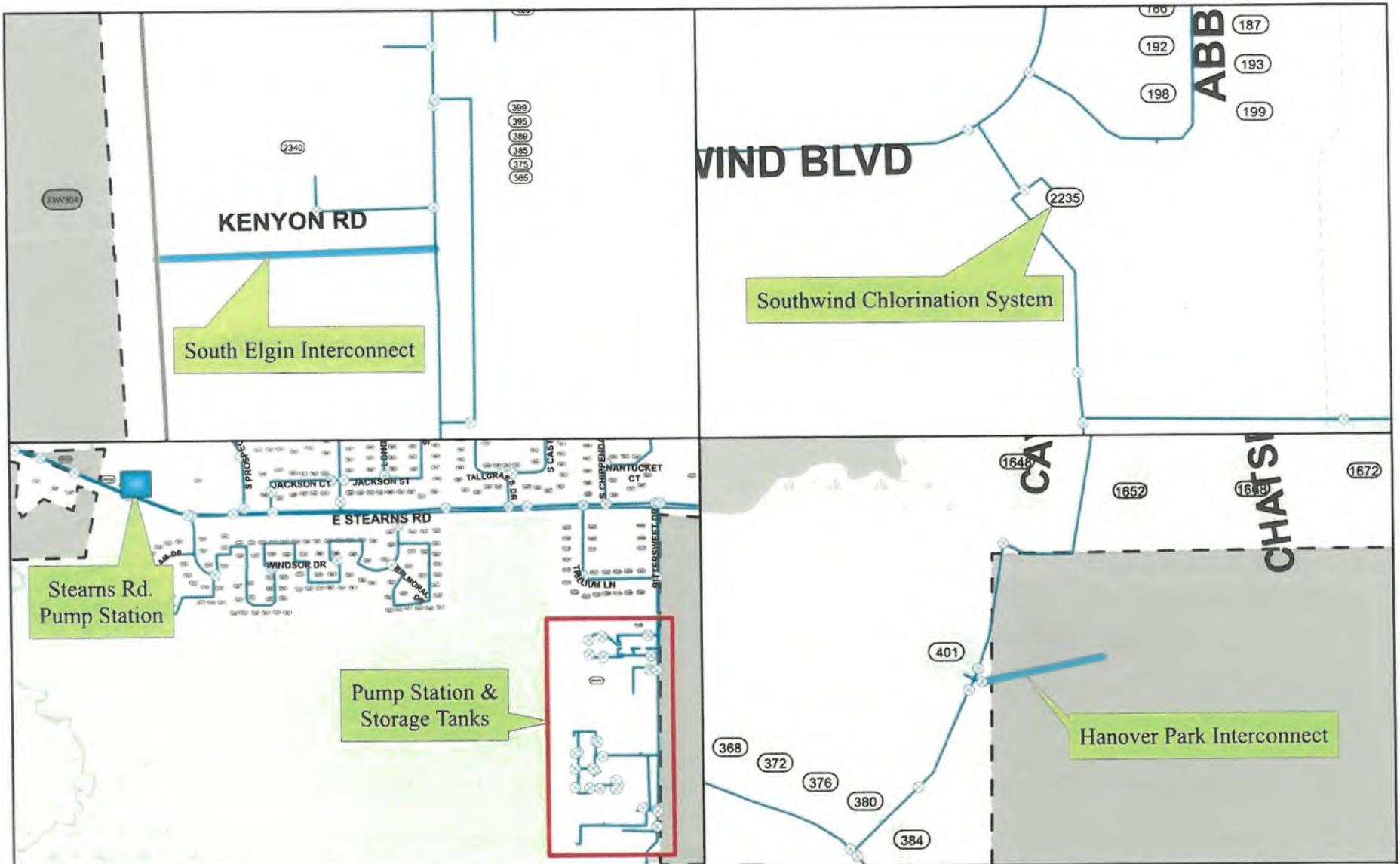
Description This multi-year project consists of sandblasting and painting some of our elevated and ground storage water tanks.

FY - Oneida Tower (postponed)
 FY22/23- Stearns Rd. Reservoir - (postponed until FY 25/26)
 FY 23/24 - FY 24/25 Schick Tower
 FY 27/28 - Southwind Tower

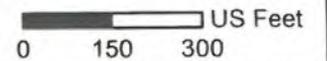
Comments The tanks will be inspected before painting to determine if any structural repairs are required.
 Water fund dollars have been reserved to fund this project.

Future Operating Budget Impact This project will not have a significant impact on the Operating budget.

<i>Use of Funds</i>	<i>Prior Years Actual</i>	<i>Estimated 23/24</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
			<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
Sandblasting/Painting	\$ 790,229		\$ 1,250,000	\$ 850,000	\$ 0	\$ 1,300,000	\$ 4,190,229
Contingencies			75,000	85,000		75,000	235,000
Engineering	39,549	\$ 30,000	30,000	30,000		30,000	159,549
Total	\$ 829,778	\$ 30,000	\$ 1,355,000	\$ 965,000	0	1,405,000	\$ 4,584,778
Source of Funds							
Water Fund	\$ 829,778	\$ 30,000	\$ 1,355,000	\$ 965,000	\$ 0	\$ 1,405,000	\$ 4,584,778
Total	\$ 829,778	\$ 30,000	\$ 1,355,000	\$ 965,000	\$ 0	\$ 1,405,000	\$ 4,584,778



Infrastructure Improvements Associated with Water Transition



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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH WATER TRANSITION

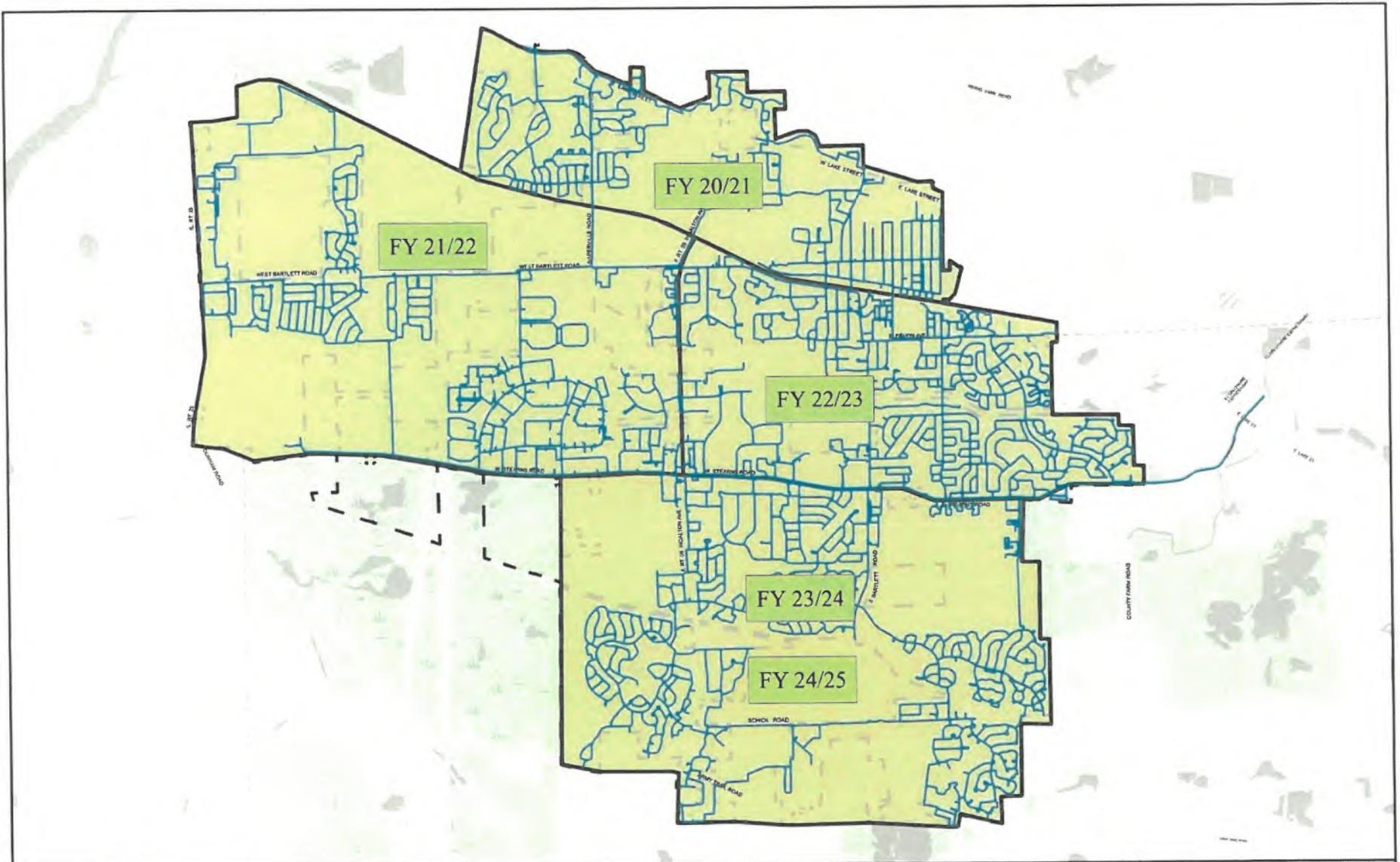
Description This involves water infrastructure improvements needed after the transition to Lake Michigan water.

New transmission water main improvements, 1.5 million gallon elevated water storage tank, and Bartlett system water main improvements including interconnects.

Comments We still have a few projects to complete - Stearns Rd. pump station upgrade, water tower, and water main extensions.

Operating Budget Impact These improvements will not have an impact on the operating budget.

<i>Use of Funds</i>	<i>Prior Years Actual</i>	<i>Proposed For Future Years</i>					<i>Project Totals</i>
		<i>Estimated 23/24</i>	<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
DWC Transmission Main/Meter Sta.	\$ 15,174,294						\$ 15,174,294
Pump Station, 3MG Storage Sank	8,242,383						8,242,383
Bartlett Water Main Improvements	5,662,568						5,662,568
Stearns Rd Pump Station Improvements	18,690	\$ 50,000	\$ 1,100,000				1,168,690
1.5 Million Gallon Elevated Tank					\$ 5,500,000		5,500,000
DWC Capital Buy-In	13,030,632						13,030,632
Hanover Park Interconnect		10,000	75,000				85,000
South Elgin Interconnect			75,000				75,000
Southwind Chlorination System			100,000				100,000
Total	\$ 42,128,567	\$ 60,000	\$ 1,350,000	\$ 0	\$ 5,500,000	\$ 0	\$ 49,038,567
Source of Funds							
DWC loans	\$ 31,870,410						\$ 31,870,410
IEPA Low Interest Loans	8,093,906				\$ 5,500,000		13,593,906
USEPA Grant	485,000						485,000
Water Fund	1,679,251	\$ 60,000	\$ 1,350,000				3,089,251
Total	\$ 42,128,567	\$ 60,000	\$ 1,350,000	\$ 0	\$ 5,500,000	\$ 0	\$ 49,038,567



Water Main Leak Survey and Associated Leak Repairs



0 2,000 4,000 US Feet

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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

WATERMAIN LEAK SURVEY AND ASSOCIATED LEAK REPAIRS

Description This multi-year project involves doing a comprehensive leak survey of our entire distribution system to help reduce our water loss. The entire system will be broken into zones and a leak monitoring system will monitor for leaks 24/7 allowing us to catch leaks earlier and minimize water loss.

FY 22/23- Implement the leak monitoring system for our distribution system.
 FY 23/24- Add additional monitoring stations to reduce the zones of our distribution system.
 FY 24/25-27/28 Continue monitoring our distribution system.

Comments Leaks will be repaired as they are found. This program will help reduce water loss as required by the IDNR Lake Michigan water allocation permit.

Operating Budget Impact These improvements will not have an impact on the operating budget.

<i>Use of Funds</i>	<i>Prior Years Actual</i>	<i>Estimated</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
		<i>23/24</i>	<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
Systemwide Leak Detection		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
Survey approximately 50 miles of main	\$ 86,210						86,210
Repairs to leaks as they are found		25,000	25,000	25,000	25,000	25,000	125,000
Total	\$ 86,210	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 711,210
Source of Funds							
Water Fund	\$ 86,210	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 711,210
Total	\$ 86,210	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 711,210

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

WATER METER CHANGEOUT

Description This multi-year project involves replacing our entire meter system to a fixed network system. The entire system will be replaced over a 3-year period.
 The village replaced water meters in early 2000's and is in need of replacing the meters based on a ~20 year life cycle. The current system the meters are read through a drive around town, We are proposing to replace the meters with a system that would allow communication through a fixed network or cellular that would avoid driving around town.
 FY 22/23- Begin adding antennas and replacing meters
 FY 23/24- Continue the replacement program
 FY 24/25- Continue the replacement program
 FY 25/26- Continue the replacement program

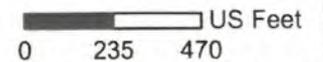
Comments This will help reduce water loss from meter malfunctions and allow better communication with customers with more frequent meter information.

Operating Budget Impact This improvement will reduce the amount of time the water crew will be reading meters and allow more time for maintenance of the system.

<i>Use of Funds</i>	<i>Prior Years Actual</i>	<i>Estimated</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>	
		<i>23/24</i>	<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>		
Meters Replaced	\$ 22,954	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 0	\$ 6,022,954
Total	\$ 22,954	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 0	\$ 6,022,954
Source of Funds								
Water Fund	\$ 22,954	\$ 1,000,000	\$ 1,000,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 0	\$ 5,022,954
ARPA Funds		500,000	500,000					1,000,000
Total	\$ 22,954	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 0	\$ 6,022,954



Infrastructure Removals Associated with Water Transition



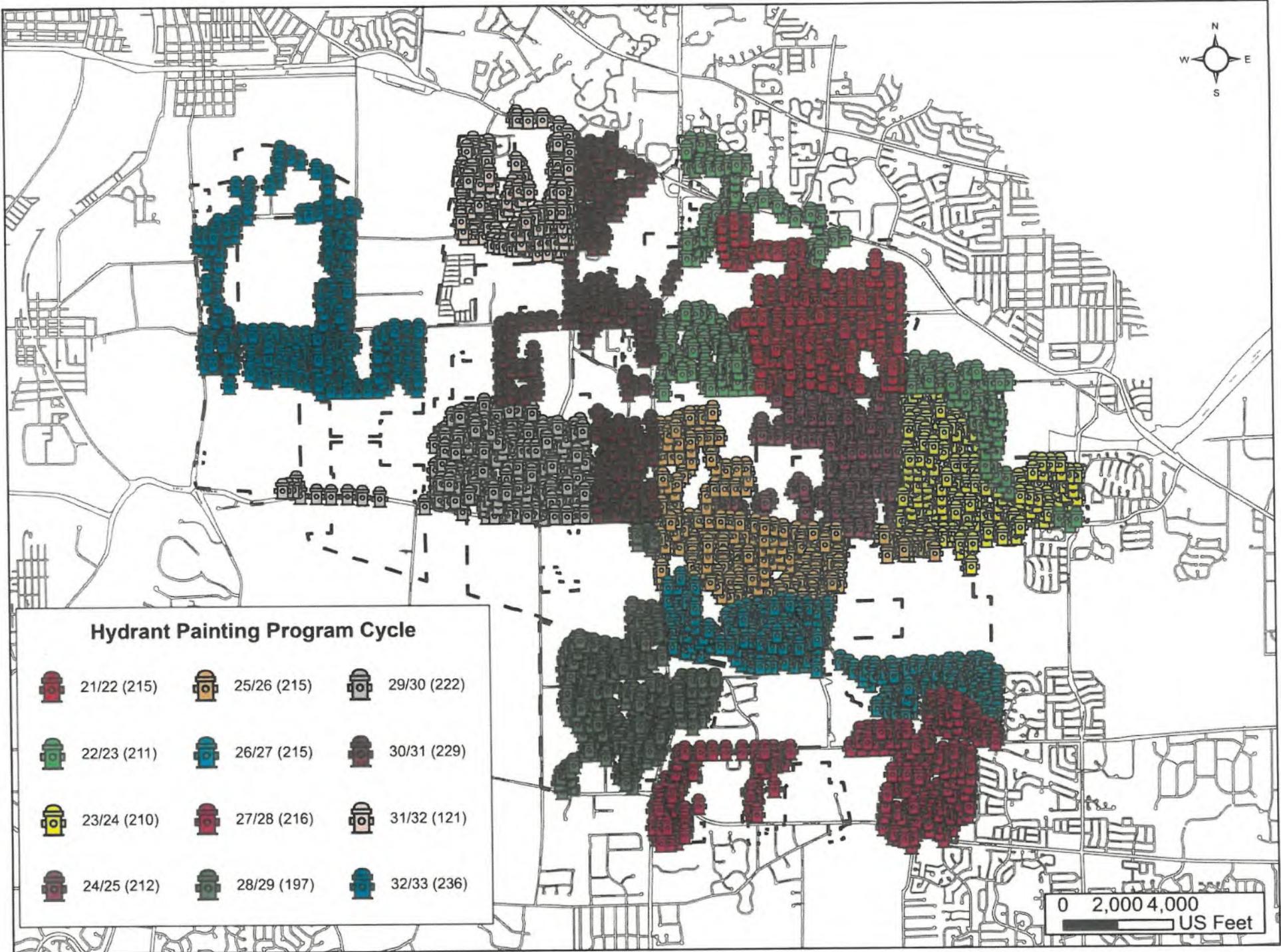
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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

INFRASTRUCTURE REMOVALS ASSOCIATED WITH WATER TRANSITION

Description	<p>This multi-year project involves abandonment of infrastructure no longer needed now that we transitioned to 100% purchased water.</p> <p>Abandon and Remove Main St. Wells 1 & 2, Pump Station, Iron Filters, and Reservoir Abandon and Properly Seal Wells 5, 7, and 8 (Well 7 WRT Removal) Removal of Oneida Water Tower & Maintenance Garage</p>
Comments	These facilities are no longer needed and may provide areas for new business developments or other uses more useful to the village.
Operating Budget Impact	These improvements will reduce the operating budget.

<i>Use of Funds</i>	<i>Prior Years Actual</i>	<i>Estimated</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
		<i>23/24</i>	<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
Main St. Removals		\$ 50,000	\$ 250,000	\$ 0		\$ 0	\$ 300,000
Abandonment of Well 7					\$ 75,000		75,000
Abandonment of Wells 1,2, 5, 8	\$ 131,676	125,000					256,676
Oneida Water Tower Removal					\$ 300,000		300,000
							0
Total	\$ 131,676	\$ 175,000	\$ 250,000	\$ 0	\$ 375,000	\$ 0	\$ 931,676
<i>Source of Funds</i>							
Water Fund	\$ 131,676	\$ 175,000	\$ 250,000	\$ 0	\$ 375,000	\$ 0	\$ 931,676
Total	\$ 131,676	\$ 175,000	\$ 250,000	\$ 0	\$ 375,000	\$ 0	\$ 931,676



VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

HYDRANT PAINTING PROGRAM

Description This multi-year project will be to maintain all of the village's fire hydrants. A joint bid may be utilized to help lower the cost of painting. There are approximately 2,369 fire hydrants

FY 22/23- Northeast Area
 FY 23/24- Southwest Area
 FY 24/25- Northwest Area
 FY 25/26- Southeast Area
 FY 26/27- Northeast Area

Comments This program will follow the same areas of our leak detection each year.

Future Operating Budget Impact This project will not have a significant impact on the Operating budget.

<i>Use of Funds</i>	<i>Prior Year Actual</i>	<i>Estimated</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
		<i>23/24</i>	<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
Painting in Zone	\$ 19,430	\$ 25,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 244,430
Total	\$ 19,430	\$ 25,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 244,430
Source of Funds							
Water Fund	\$ 19,430	\$ 25,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 244,430
Total	\$ 19,430	\$ 25,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 244,430

The seal of the Village of Bartlett, Illinois, is a circular emblem. It features a central shield with a building facade, topped with a bell tower. The shield is flanked by two sheaves of wheat. Above the shield is a banner with the year '1891'. The entire shield is set within a circular border containing the text 'THE VILLAGE OF BARTLETT' at the top and 'PROGRESS WITH PRIDE' at the bottom.

Village of Bartlett, Illinois

Capital Improvements Program

2024-2028

Sewer Projects

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

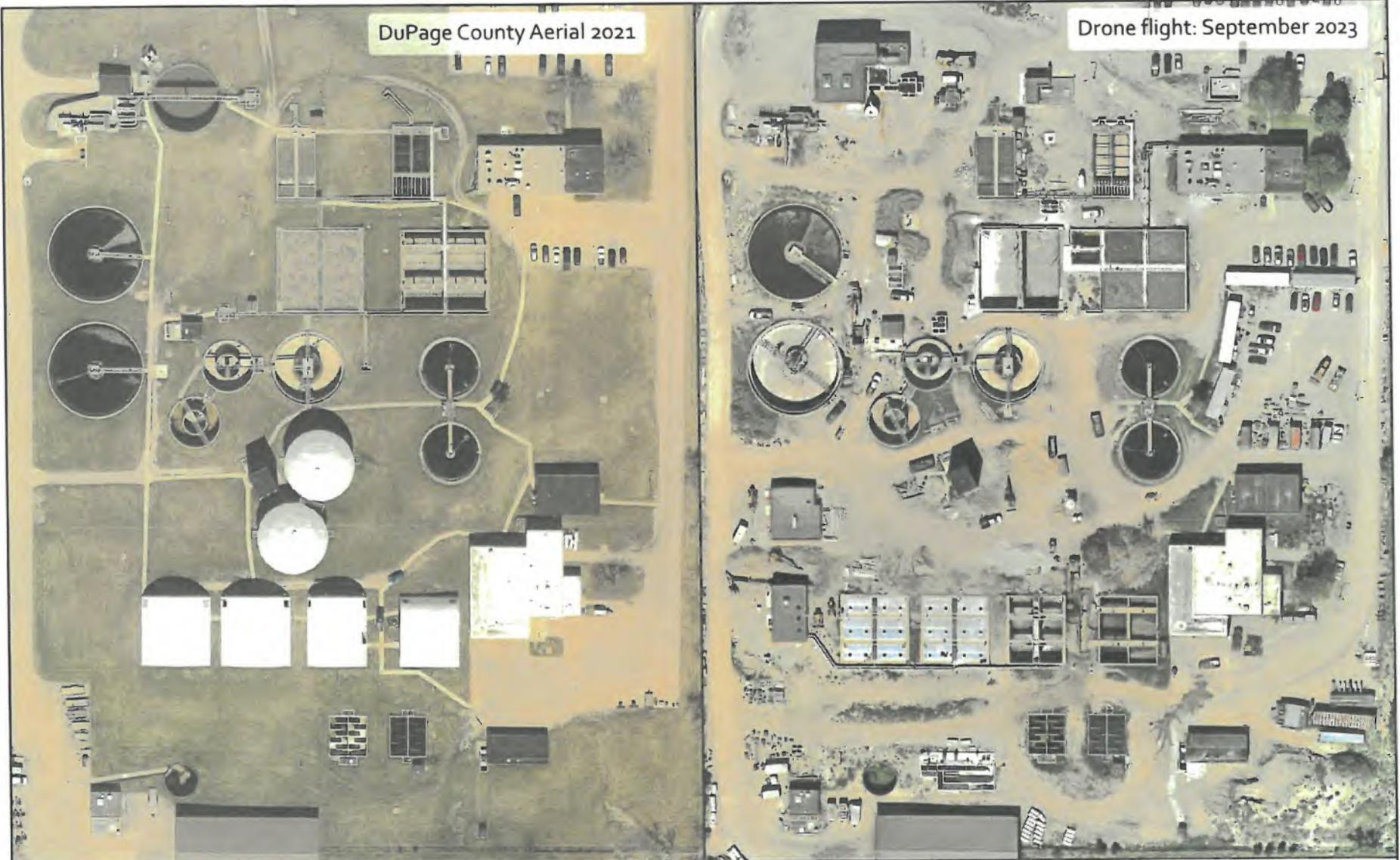
Sewer Projects by Year

<i>Project</i>	<i>Page</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>	<i>FY 2025-26</i>	<i>FY 2026-27</i>	<i>FY 2027-28</i>	<i>Five Year Total</i>
<i>Facility Plan Update/Phosphorous Removal</i>	19	\$ 79,857					\$ 79,857
<i>Sanitary Sewer System Rehabilitation</i>	21	1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	5,000,000
<i>Devon Excess Flow Plant Rehabilitation</i>	23	5,650,000	5,600,000				11,250,000
<i>Lift Station Upgrades and Rehabilitation</i>	25	900,000	180,000	700,000	80,000	600,000	2,460,000
<i>Bittersweet WWTP Facility Plan Improvements</i>	27	11,717,179	4,275,000				15,992,179
<i>Total</i>		\$ 19,347,036	\$ 11,055,000	\$ 1,700,000	\$ 1,080,000	\$ 1,600,000	\$ 34,782,036

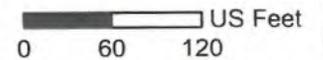
<i>Sources of Funds</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>	<i>FY 2025-26</i>	<i>FY 2026-27</i>	<i>FY 2027-28</i>	<i>Five Year Total</i>
<i>Sewer Fund</i>	\$ 979,857	\$ 1,280,000	\$ 1,700,000	\$ 1,080,000	\$ 1,600,000	\$ 6,639,857
<i>2019 Bonds</i>	5,650,000	3,600,000				9,250,000
<i>American Rescue Plan Act</i>	1,000,000	2,500,000				3,500,000
<i>IEPA Low Interest Rate Loan</i>	11,717,179	3,675,000				15,392,179
<i>Total</i>	\$ 19,347,036	\$ 11,055,000	\$ 1,700,000	\$ 1,080,000	\$ 1,600,000	\$ 34,782,036

DuPage County Aerial 2021

Drone flight: September 2023



Facility Plan Update & Phosphorus Removal



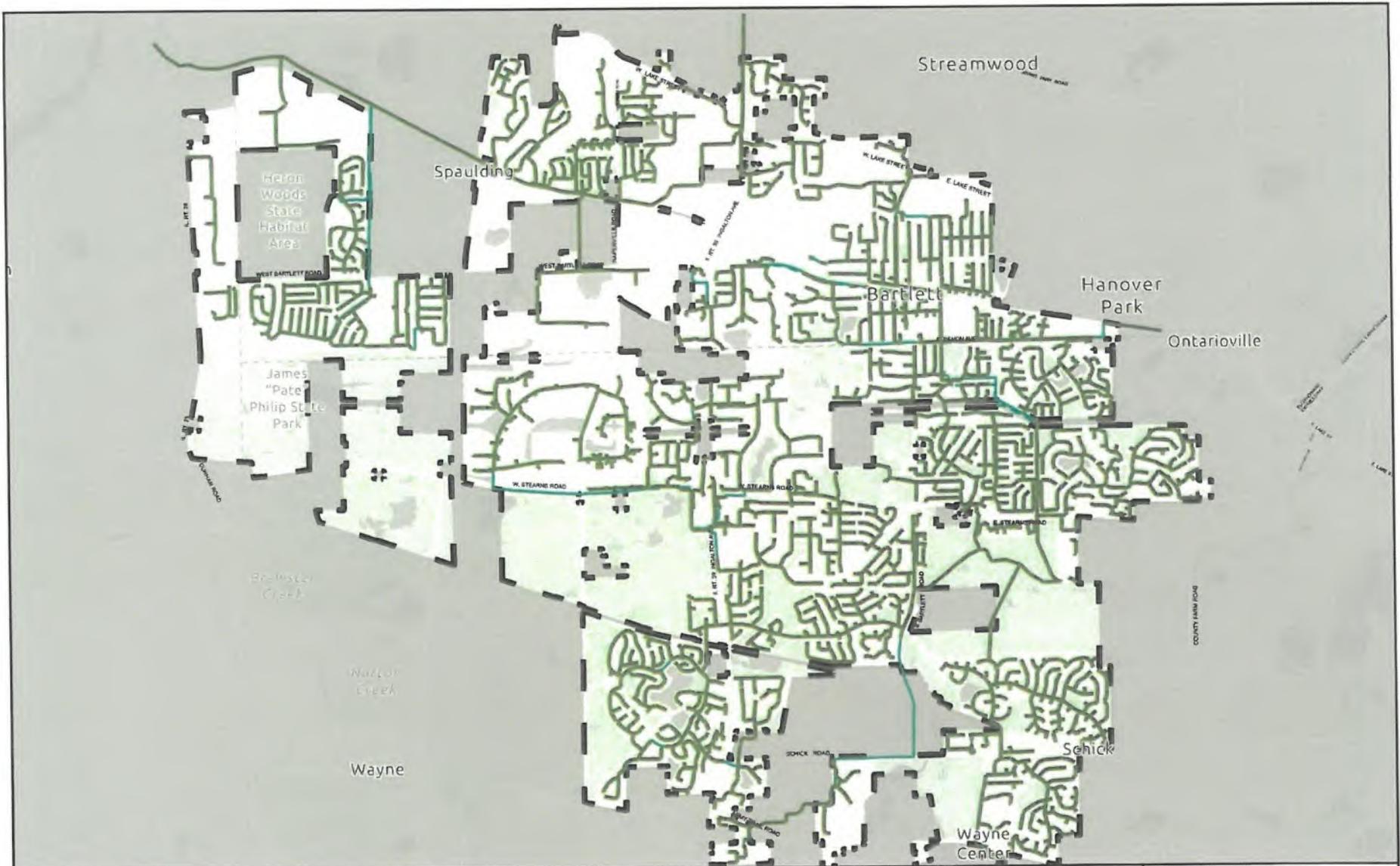
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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

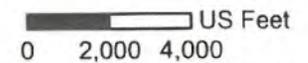
FACILITY PLAN UPDATE & PHOSPHOROUS REMOVAL

Description	This project consists of updating the wastewater treatment plant's facility plan and reviewing the Phosphorous Removal System to be utilized at the Bittersweet Treatment Plant. The IEPA phosphorous limits for wastewater plant effluent have been added to our NPDES permit.
Comments	<p>The village approved the Special Conditions that the DuPage River Salt Creek Workgroup (DRSCW) negotiated with the IEPA. This gives us until ~2025 to implement phosphorus removal.</p> <p>The costs below represent the dues payment to DRSCW for the project implementation plan that was approved by the IEPA for improvements along the DuPage River and Salt Creek. The treatment plant upgrade is underway.</p>
Future Operating Budget Impact	The upgrade to the treatment plant includes biological phosphorus removal, however, we may need to add chemicals as well. The primary impact will be increased chemical and electrical costs, if necessary.

<i>Use of Funds</i>	<i>Prior Years Actual</i>	<i>Estimated 23/24</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
			<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
Engineering	\$ 229,739						\$ 229,739
Contingencies							
DRSCW Dues	372,639	\$ 79,857					452,496
Total	\$ 602,378	\$ 79,857					\$ 682,235
<i>Source of Funds</i>							
Sewer Fund	\$ 602,378	\$ 79,857					\$ 682,235
Total	\$ 602,378	\$ 79,857					\$ 682,235



Sanitary Sewer System Rehabilitation



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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

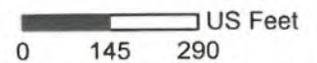
SANITARY SEWER SYSTEM REHABILITATION

Description	This project consists of evaluating the condition of the sanitary sewer collection system throughout the village. As our collection system ages, leaks develop in pipes that allow excess water into the system during rain events. These excess flows cause back-ups in homes and overflow manholes. The excess water results in excursions at our plants and increases our treatment costs. The evaluation will identify those areas within the collection system that contribute to this problem. MWRD requires tributary municipalities to develop short-term and long-term sanitary sewer rehabilitation programs to deal with excessive flows.
Comments	With the use of our sewer camera and flow monitors we are able to determine which areas of the collection system need maintenance and put projects together to line manholes and sewers. We will also smoke test areas to determine sources excess inflow. The village will continue a program where the homeowner shares a cost in lining of the lateral service (85/15-not to exceed \$10,000), which would reduce I&I.
Future Operating Budget Impact	No increase to the collection system maintenance costs

<i>Use of Funds</i>	<i>Prior Year Actual</i>	<i>Estimated 23/24</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
			<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
Construction (replacement & lining)	\$ 804,216	\$ 725,000	\$ 725,000	\$ 725,000	\$ 725,000	\$ 725,000	\$ 4,429,216
Engineering		100,000	100,000	100,000	100,000	100,000	500,000
Contingencies		50,000	50,000	50,000	50,000	50,000	250,000
Flow Monitoring & MH Inspection Study		75,000	75,000	75,000	75,000	75,000	375,000
Private Lateral Line		50,000	50,000	50,000	50,000	50,000	250,000
Total	\$ 804,216	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 5,804,216
Source of Funds							
Sewer Fund	\$ 304,216		\$ 500,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 3,804,216
American Rescue Plan Act	500,000	\$ 1,000,000	500,000				2,000,000
Total	\$ 804,216	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 5,804,216



Devon Excess Flow Plant Rehabilitation



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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

DEVON EXCESS FLOW PLANT REHABILITATION

Description This project consists of a new lift station and force main to allow all excess Cook County flow to travel to the Bittersweet WRF. This allows us to eliminate the Devon excess flow facility and the IEPA permit that we have been in violation with.

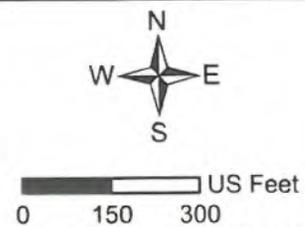
Comments After much discussion with MWRD, it has been determined that the most cost effective option is to build a new lift station and force main and pump the excess flow to the Bittersweet WRF.

Future Operating Budget Impact No impact to operating budget.

<i>Use of Funds</i>	<i>Prior Years Actual</i>	<i>Estimated 23/24</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
			<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
Construction		\$ 5,000,000	\$ 5,100,000				\$ 10,100,000
Engineering	\$ 714,071	500,000	350,000				1,564,071
Contingencies		150,000	150,000				300,000
Total	\$ 714,071	\$ 5,650,000	\$ 5,600,000				\$ 11,964,071
<i>Source of Funds</i>							
Bond Issue		\$ 5,650,000	\$ 3,600,000				\$ 9,250,000
Sewer Fund	\$ 714,071						714,071
American Rescue Plan Act			2,000,000				2,000,000
Total	\$ 714,071	\$ 5,650,000	\$ 5,600,000				\$ 11,964,071



Lift Station Upgrades and Rehabilitation



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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

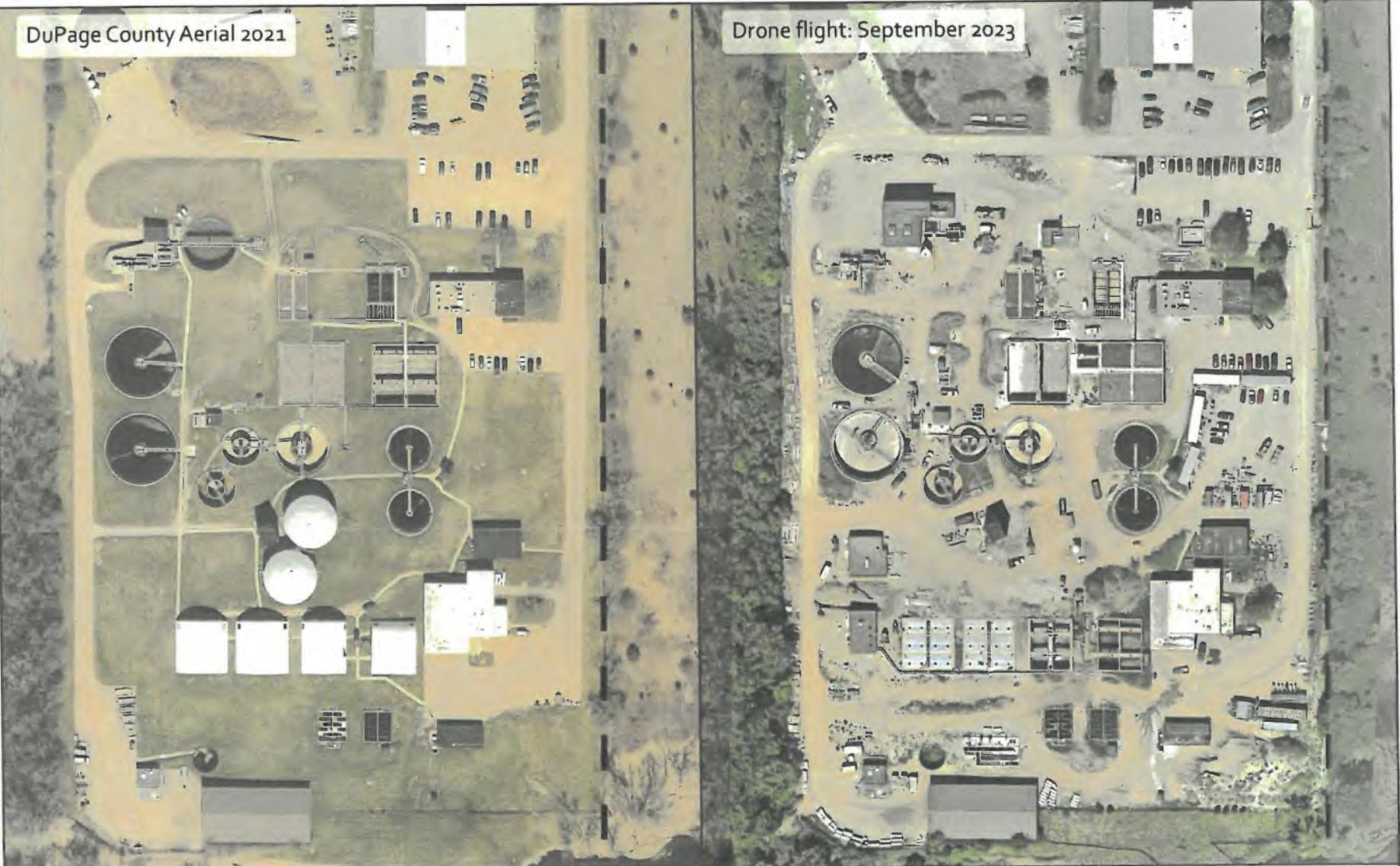
LIFT STATION UPGRADES AND REHABILITATION

Description	<p>These projects consist of improving the condition and safety of the lift stations:</p> <p>Herrick House Lift Station & Force Main Replacement - postponed due to high prices of materials - 2022/2023 Country Place Lift Station -2025/2026 Eastview Lift Station-2027/2028 Lift Station TBD -</p>
Comments	<p>This project will decrease the safety risks of entering underground lift station wet wells.</p>
Future Operating Budget Impact	<p>This project may decrease the collection system maintenance costs.</p>

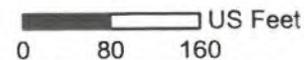
Use of Funds	Prior Year Actual	Estimated 23/24	Proposed For Future Years				Project Totals
			24/25	25/26	26/27	27/28	
Construction	\$ 755,480	\$ 850,000	\$ 100,000	\$ 550,000		\$ 450,000	\$ 2,705,480
Engineering	111,015	50,000	70,000	100,000	\$ 70,000	100,000	501,015
Contingencies			10,000	50,000	10,000	50,000	120,000
Total	\$ 866,495	\$ 900,000	\$ 180,000	\$ 700,000	\$ 80,000	\$ 600,000	\$ 3,326,495
Source of Funds							
Sewer Fund	\$ 866,495	\$ 900,000	\$ 180,000	\$ 700,000	\$ 80,000	\$ 600,000	\$ 3,326,495
Total	\$ 866,495	\$ 900,000	\$ 180,000	\$ 700,000	\$ 80,000	\$ 600,000	\$ 3,326,495

DuPage County Aerial 2021

Drone flight: September 2023



Bittersweet WWTP Facility Plan Improvements



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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

BITTERSWEET WWTP FACILITY PLAN IMPROVEMENTS

Description	Necessary equipment replacement for compliance of NPDES Permit: Tertiary Filters upgrade Influent Screening/Grit Removal Blower Replacement & Aerobic Digester Rehabilitation Primary/Secondary Treatment Disinfection Excess Flow Treatment Phosphorus Removal Upgrades Miscellaneous Site Upgrades
Comments	We have been approved for an IEPA Low Interest Loan (\$37 M)
Future Operating Budget Impact	No significant Increase to Operating Budget

Use of Funds	Prior Years Actual	Estimated 23/24	Proposed For Future Years				Project Totals
			24/25	25/26	26/27	27/28	
Construction	\$ 22,409,359	\$ 10,717,179	\$ 3,000,000				\$ 36,126,538
Engineering	3,107,228	1,000,000	375,000				4,482,228
Contingencies			900,000				900,000
Total	\$ 25,516,588	\$ 11,717,179	\$ 4,275,000				\$ 41,508,767
Source of Funds							
IEPA Low Interest Loan	\$ 21,607,821	\$ 11,717,179	\$ 3,675,000				\$ 37,000,000
Sewer Fund	3,908,767		600,000				4,508,767
Total	\$ 25,516,588	\$ 11,717,179	\$ 4,275,000				\$ 41,508,767

The seal of the Village of Bartlett, Illinois, is a circular emblem. It features a central shield with a building facade and the year '1891'. The shield is flanked by two upward-pointing arrows. The outer ring of the seal contains the text 'THE VILLAGE OF BARTLETT' at the top and 'PROGRESS WITH PRIDE' at the bottom.

Village of Bartlett, Illinois

Capital Improvements Program

2024-2028

Street Projects

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

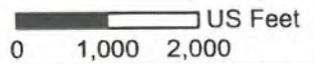
Street Projects by Year

<i>Project</i>	<i>Page</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>	<i>FY 2025-26</i>	<i>FY 2026-27</i>	<i>FY 2027-28</i>	<i>Five Year Total</i>
<i>MFT Maintenance Program</i>	30	\$ 1,375,000	\$ 900,000	\$ 4,125,000	\$ 625,000	\$ 4,125,000	\$ 11,150,000
<i>IDOT Intersection Improvements</i>	32	200,000	475,000				675,000
<i>North Ave & Oak Ave Resurfacing</i>	34	60,000	100,000	2,368,000			2,528,000
<i>Bike Path Maintenance</i>	36	100,000	50,000	50,000	50,000	50,000	300,000
<i>Parking Lot Improvements</i>	38	215,000	700,000	475,000	225,000		1,615,000
<i>Downtown Sidewalk Renovation</i>	40		150,000	150,000	150,000	150,000	600,000
<i>Oak Avenue Parking Lots</i>	42	500,000					500,000
<i>Metra Area Landscaping/Sidewalk Improvements</i>	45	20,000	500,000				520,000
<i>Town Center Improvements</i>	47	20,000	175,000	125,000	125,000		445,000
Total		\$ 2,490,000	\$ 3,050,000	\$ 7,293,000	\$ 1,175,000	\$ 4,325,000	\$ 18,333,000

<i>Sources of Funds</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>	<i>FY 2025-26</i>	<i>FY 2026-27</i>	<i>FY 2027-28</i>	<i>Five Year Total</i>
<i>MFT Fund</i>	\$ 1,700,000	\$ 1,850,000	\$ 5,210,400	\$ 625,000	\$ 3,076,023	\$ 12,461,423
<i>STP Fund</i>			1,657,600			1,657,600
<i>Grant Funding</i>		150,000				150,000
<i>Municipal Building Fund</i>	650,000	150,000				800,000
<i>General Fund</i>	105,000	890,000	415,000	540,000	1,238,977	3,188,977
<i>Park District</i>	35,000	10,000	10,000	10,000	10,000	75,000
Total	\$ 2,490,000	\$ 3,050,000	\$ 7,293,000	\$ 1,175,000	\$ 4,325,000	\$ 18,333,000



MFT Maintenance Program



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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

MFT MAINTENANCE PROGRAM

Description This annual maintenance program includes general patching, curb and gutter repairs, bituminous resurfacing, handicap ramp replacement, pavement preservation sealing and crack sealing.

Comments Streets for FY 24/25 through FY 27/28 will be selected based on our annual inspection process.

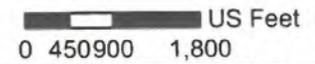
We are looking at alternating our Street Program and our Water Main Replacement Program (1 year Streets, and no Water Main and then the following year Water Main, no Streets) This will allow us to have larger projects and minimize number of projects our engineering division needs to design and bid each year.

Future Operating Budget Impact This project should not have a significant impact on the Operating budget

Use of Funds	Prior Year Actual	Estimated 23/24	Proposed For Future Years				Project Totals
			24/25	25/26	26/27	27/28	
Milling/Resurfacing	\$ 1,433,894	\$ 750,000		\$ 3,500,000		\$ 3,500,000	\$ 9,183,894
Concrete	184,413	200,000	\$ 200,000	200,000	\$ 200,000	200,000	1,184,413
Pavement Preservation	109,654	150,000	150,000	150,000	150,000	150,000	859,654
Pavement Marking		50,000	50,000	50,000	50,000	50,000	250,000
Crack Sealing	1,850	75,000	150,000	75,000	75,000	75,000	451,850
Engineering		150,000	350,000	150,000	150,000	150,000	950,000
Total	\$ 1,729,811	\$ 1,375,000	\$ 900,000	\$ 4,125,000	\$ 625,000	\$ 4,125,000	\$ 12,879,811
Source of Funds							
MFT Fund	\$ 415,490	\$ 1,375,000	\$ 900,000	\$ 4,125,000	\$ 625,000	\$ 3,076,023	\$ 10,516,513
Rebuild IL	1,314,321						1,314,321
General Fund						1,048,977	1,048,977
Total	\$ 1,729,811	\$ 1,375,000	\$ 900,000	\$ 4,125,000	\$ 625,000	\$ 4,125,000	\$ 12,879,811



IDOT Intersection Improvements



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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

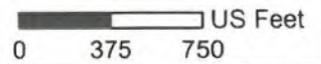
IDOT INTERSECTION IMPROVEMENTS

Description	These intersection improvement projects typically include traffic signals, utility relocations, sidewalk and curb replacements, multi-use or bike path additions, street light adjustments, pavement markings, as well as new asphalt or concrete pavement. The following locations are in the planning or design stage: 1) Route 20 and Oak 2) Route 25 and W. Bartlett Road 3) Route 59 and W. Bartlett Road
Comments	Route 59 & W. Bartlett Rd. Intersection Improvements are scheduled to start spring 2023. The Village is including street lights at the intersection to improve visibility at night. Route 25 is scheduled to be resurfaced in 2023. Lake St. is in Phase 2 design to improve the intersections at Oak Ave. and Bartlett Ave.
Future Operating Budget Impact	

Use of Funds	Prior Years Actual	Estimated 23/24	Proposed For Future Years				Project Totals
			24/25	25/26	26/27	27/28	
Route 59 and Route 20	\$ 100,517						\$ 100,517
Route 59 and Stearns	24,509						24,509
Route 59 and W. Bartlett Road	400,542	\$ 200,000	\$ 50,000				650,542
Route 59 and Army Trail Road	16,297						16,297
Lake St. at Oak & Bartlett			400,000				400,000
Route 25 & W. Bartlett Road			25,000				25,000
Total	\$ 541,865	\$ 200,000	\$ 475,000				\$ 1,216,865
Source of Funds							
Developer Deposits	\$ 182,453						\$ 182,453
MFT Fund	359,412	\$ 200,000	\$ 475,000				1,034,412
General Fund							
Total	\$ 541,865	\$ 200,000	\$ 475,000				\$ 1,216,865



North Ave. & Oak Ave. Resurfacing



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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

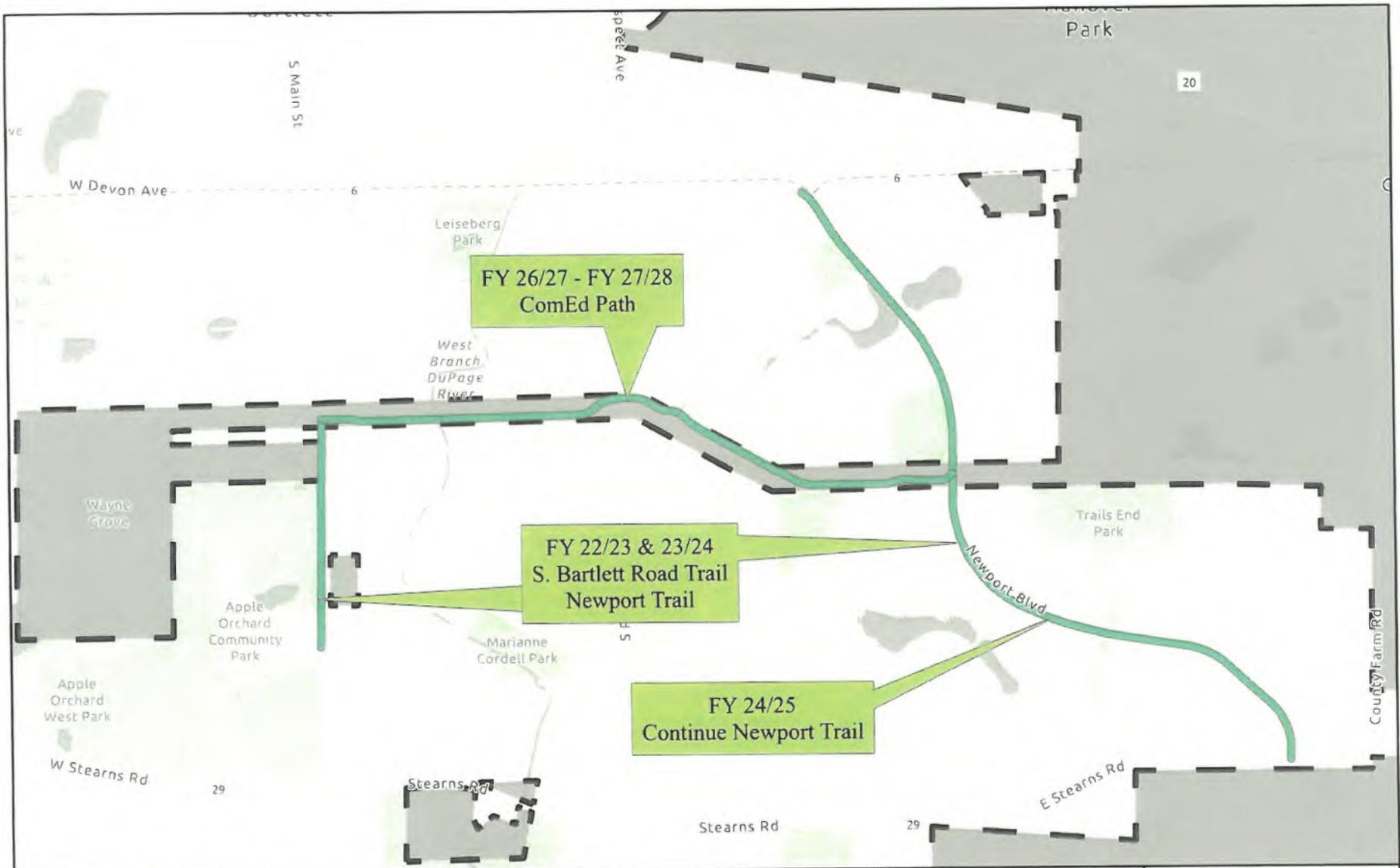
NORTH AVE & OAK AVE RESURFACING

Description This project includes general patching, curb and gutter repairs, level binder, bituminous resurfacing, handicap ramp replacement and miscellaneous patching. The project includes the eastern portion of North Avenue, between Oak and Prospect and Oak Ave. from Lake St. to Railroad Ave. It is planned that this work will be completed during the summer of 2025 pending STP funding.

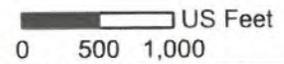
Comments The funding source for this project is Surface Transportation Funds (STP) that require a 30% local match. The funding is available through the Northwest Municipal Conference.

Future Operating Budget Impact This project should not have a significant impact on the Operating budget.

Use of Funds	Prior Years Actual	Estimated 23/24	Proposed For Future Years				Project Totals
			24/25	25/26	26/27	27/28	
Construction				\$ 1,968,000			\$ 1,968,000
Engineering		\$ 60,000	\$ 100,000	200,000			360,000
Contingencies				200,000			200,000
Total		\$ 60,000	\$ 100,000	\$ 2,368,000			\$ 2,528,000
Source of Funds							
STP Funds				\$ 1,657,600			\$ 1,657,600
MFT Funds		\$ 60,000	\$ 100,000	710,400			870,400
Streamwood's Share							
Total		\$ 60,000	\$ 100,000	\$ 2,368,000			\$ 2,528,000



Bike Path Maintenance



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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

BIKE PATH MAINTENANCE

Description	This project consists of maintaining the existing bike paths the village is responsible to maintain. Maintenance will include resurfacing, crackfilling, sealcoating, etc.
	FY 2023-24 S. Bartlett Rd. Trail / Newport Trail (continued) FY 2024-25 Continue with Newport Trail and Struckman Trail FY 2025-26 Continue on remaining 8' path sections FY 2026-27 ComEd Path (Bartlett Trail) FY 2027-28 ComEd Path (Bartlett Trail)
Comments	Many of the bike paths within the village are maintained by the village and the Park District. We plan to continue this, however, we believe the amount needs to be increased in order to keep up with the nearly 15 miles of bike path we have.
Future Operating Budget Impact	This project should not have a significant impact on the Operating budget.

<i>Use of Funds</i>	<i>Prior Years Actual</i>	<i>Estimated 23/24</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
			<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
Construction		\$ 100,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
Total		\$ 100,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000
<i>Source of Funds</i>							
General Fund		\$ 65,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 225,000
Park District		35,000	10,000	10,000	10,000	10,000	75,000
Grant Income							
Total		\$ 100,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 300,000



FY 26/27
Koehler Field Lots

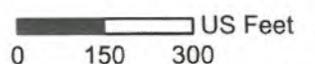
FY 24/25 - FY 25/26
Ruzicka Lot

FY 25/26
Western Lot

FY 24/25
Public Works Employee Lots



Parking Lot Improvements



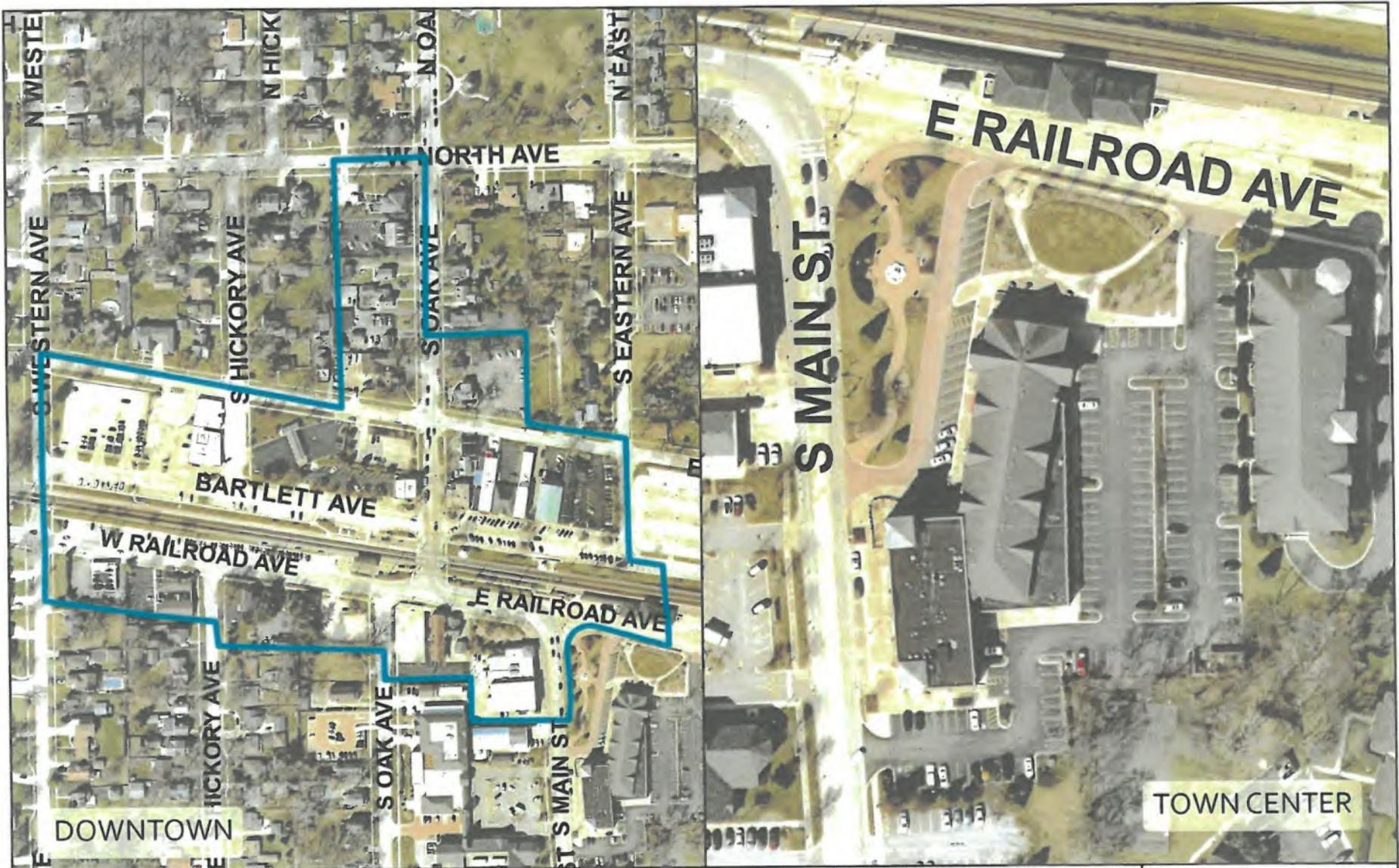
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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

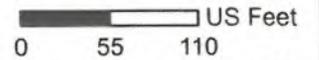
PARKING LOT IMPROVEMENTS

Description	We have several parking lots that are ours to maintain. This program includes resurfacing, crackfilling, and sealcoating the lots as needed.	
Comments	FY 2022/23-	Cemetery resurfacing and Oneida & Oak parking lot
	FY 2024-26	Ruzicka Parking Lot
	FY 2024/25	Resurfacing of Koehler Field lots
	FY 2025/26	Oneida & Western Commuter Lot
	FY 2026/27	To be determined
Future Operating Budget Impact	No impact to operating budget	

Use of Funds	Prior Years Actual	Estimated 23/24	Proposed For Future Years				Project Totals
			24/25	25/26	26/27	27/28	
Village Hall Lots	\$ 99,514						\$ 99,514
Public Works Employee Lots			\$ 300,000				300,000
Kohler Fields	19,600				\$ 225,000		244,600
Ruzicka Lot			\$ 375,000	\$ 375,000			750,000
Cemetery curb/drive		\$ 40,000					40,000
Oneida & Oak Lot		150,000					150,000
Oneida & Western Commuter Lot				100,000			100,000
Contingencies		25,000	25,000				50,000
Total	\$ 119,114	\$ 215,000	\$ 700,000	\$ 475,000			\$ 1,734,114
Source of Funds							
MFT Fund	\$ 19,600	\$ 65,000	\$ 375,000	\$ 375,000			\$ 834,600
General Fund	99,514		175,000	100,000	\$ 225,000		599,514
Municipal Building Fund		150,000	150,000				300,000
Total	\$ 119,114	\$ 215,000	\$ 700,000	\$ 475,000	\$ 225,000		\$ 1,734,114



Downtown Sidewalk Renovation & Town Center Improvement



Created by: GIS, 11/2023

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

DOWNTOWN SIDEWALK RENOVATION

Description Renovation of the sidewalks in the downtown to minimize the trip hazards. This project will replace the sidewalk and bricks with new sidewalk and brick ribbons similar to what was done at the corner of Oak & Railroad.

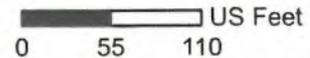
Comments The plan is to replace the sidewalk in a multi-year program starting with the section along Railroad Ave. to Main St.

Future Operating Budget Impact No major operating budget impacts.

<i>Use of Funds</i>	<i>Prior Years Actual</i>	<i>Estimated 23/24</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
			<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
Sidewalk & Brick Pavers			\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 400,000
Engineering			25,000	25,000	25,000	25,000	100,000
Contingencies			25,000	25,000	25,000	25,000	100,000
Total			\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 600,000
Source of Funds							
General Fund			\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 600,000
Total			\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 600,000



Oak Ave. Parking Lots



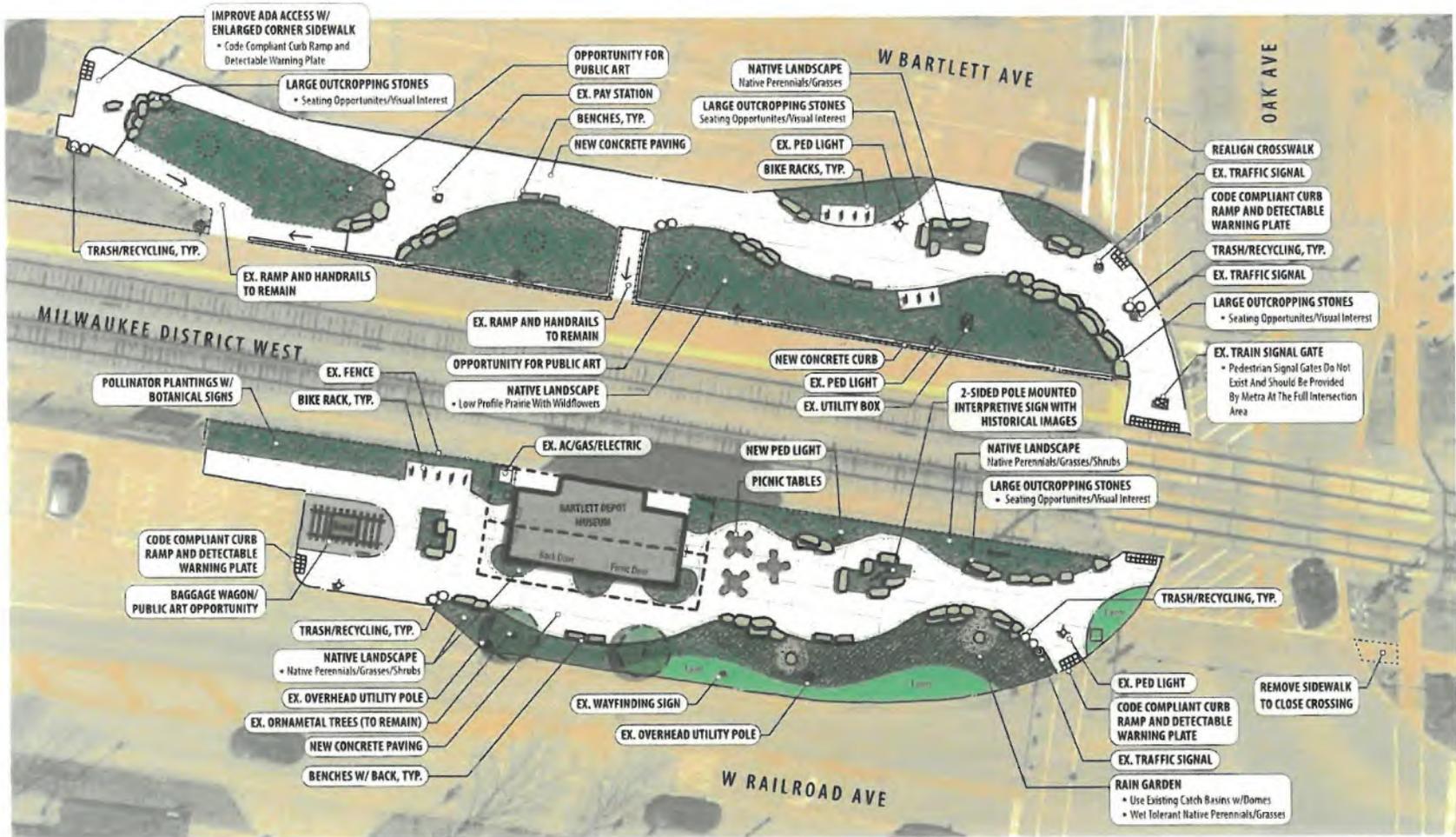
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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

OAK AVENUE PARKING LOTS

Description	This project consists of constructing a public parking lot on the recently purchased vacant lot on South Oak Avenue south of the Banbury Fair parking lot.
Comments	Currently under construction.
Future Operating Budget Impact	No impact to operating budget

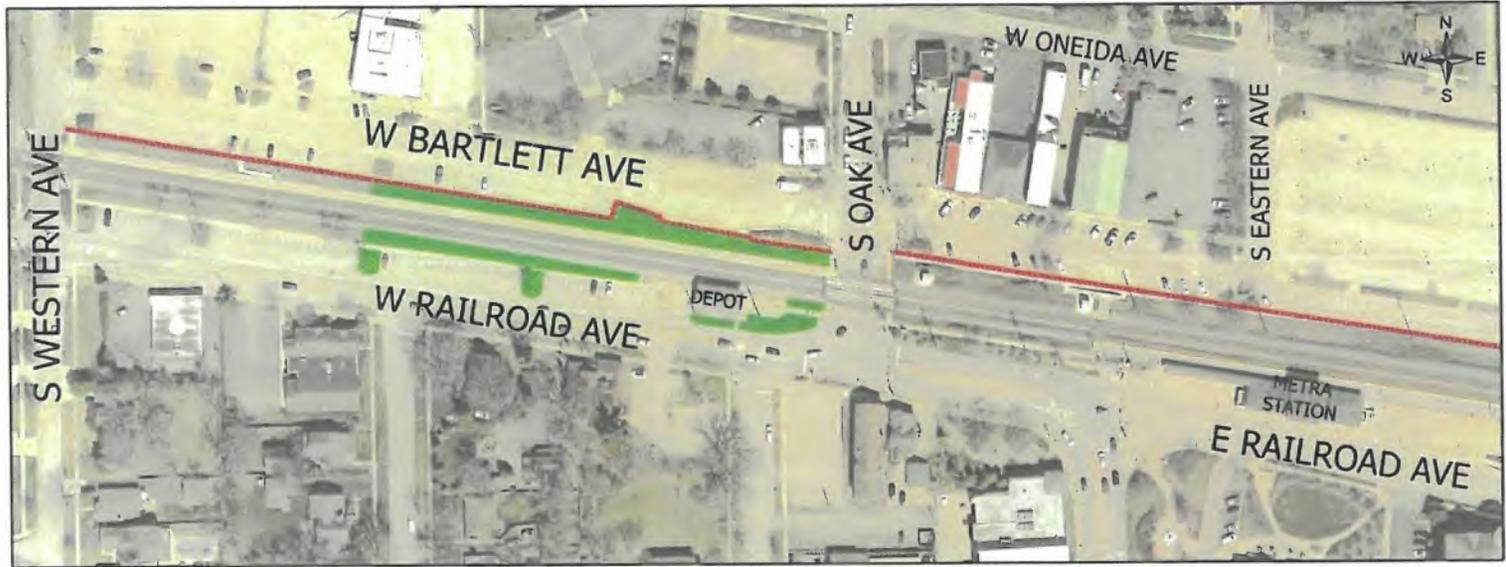
<i>Use of Funds</i>	<i>Prior Years Actual</i>	<i>Estimated 23/24</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
			<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
Engineering	\$ 7,850						\$ 7,850
Construction		\$ 450,000					450,000
Contingency		50,000					50,000
Total	\$ 7,850	\$ 500,000					\$ 507,850
Source of Funds							
Municipal Building Fund	\$ 7,850	\$ 500,000					\$ 507,850
Total	\$ 7,850	\$ 500,000					\$ 507,850



Village of Bartlett, Illinois
Bartlett Depot Museum Streetscape Concept Plan
 Preferred Concept Plan



October 18, 2021



SIDEWALK RESTORATION BARTLETT, ILLINOIS



■ Greenspace (~15,000 sq. ft.)
■ Sidewalk 5' Replacement (~13,300 sq. ft.)
 Total Linear Feet: 2,660



VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

METRA AREA LANDSCAPING/SIDEWALK IMPROVEMENTS

Description Replacing concrete with additional landscaping to create an improved space and creating safer walkways for commuters coming to and from the train station.

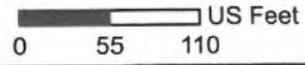
Comments This project, in conjunction with a partnership with Metra, will replace and extend the sidewalks per the Transit-Oriented Development (TOD) Plan to create safer walking areas around the Metra Station, and also improving and updating the landscaped areas surrounding the station and downtown. An IGA was signed with Metra to assist in the costs of this improvement.

Future Operating Budget Impact No major operating budget impacts.

<i>Use of Funds</i>	<i>Prior Years Actual</i>	<i>Estimated 23/24</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
			<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
Engineering/Architect		\$ 20,000					\$ 20,000
Sidewalk Replacement			\$ 300,000				300,000
Landscaping			150,000				150,000
Contingencies			50,000				50,000
Total		\$ 20,000	\$ 500,000				\$ 520,000
Source of Funds							
Grant Funds - Metra			\$ 150,000				\$ 150,000
General Fund		\$ 20,000	350,000				370,000
Total		\$ 20,000	\$ 500,000				\$ 520,000



Downtown Sidewalk Renovation & Town Center Improvement



Created by: GIS, 11/2023

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

TOWN CENTER IMPROVEMENTS

Description Replacing fountain, sidewalk, and landscaping to create an improved space and creating safer walkways.

Comments This project will replace the fountain and park amenities to improve and update the landscaped areas within the Town Center area.

Future Operating Budget Impact No major operating budget impacts.

Use of Funds	Prior Years Actual	Estimated 23/24	Proposed For Future Years				Project Totals
			24/25	25/26	26/27	27/28	
Engineering/Architect		\$ 20,000	\$ 50,000				\$ 70,000
Sidewalk Replacement			50,000	\$ 50,000	\$ 50,000		150,000
Landscaping			50,000	50,000	50,000		150,000
Contingencies			25,000	25,000	25,000		75,000
Total		\$ 20,000	\$ 175,000	\$ 125,000	\$ 125,000		\$ 445,000
Source of Funds							
General Fund		\$ 20,000	\$ 175,000	\$ 125,000	\$ 125,000		\$ 445,000
Total		\$ 20,000	\$ 175,000	\$ 125,000	\$ 125,000		\$ 445,000

The seal of the Village of Bartlett, Illinois, is a circular emblem. It features a central shield with a building facade, topped by a bell tower. The shield is flanked by two upward-pointing arrows. The year '1891' is inscribed on the shield. The outer ring of the seal contains the text 'THE VILLAGE OF BARTLETT' at the top and 'PROGRESS WITH PRIDE' at the bottom.

Village of Bartlett, Illinois

Capital Improvements Program

2024-2028

Economic Development Projects

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

Economic Development Projects by Year

<i>Project</i>	<i>Page</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>	<i>FY 2025-26</i>	<i>FY 2026-27</i>	<i>FY 2027-28</i>	<i>Five Year Total</i>
<i>Brewster Creek Business Park</i>	50	\$ 1,000,000	\$ 100,000				\$ 1,100,000
<i>Bluff City/Blue Heron Public Improvements</i>	52	1,200,000	2,300,000				3,500,000
<i>Total</i>		\$ 2,200,000	\$ 2,400,000	\$ 0	\$ 0	\$ 0	\$ 4,600,000

<i>Sources of Funds</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>	<i>FY 2025-26</i>	<i>FY 2026-27</i>	<i>FY 2027-28</i>	<i>Five Year Total</i>
<i>Brewster Creek TIF Fund</i>	\$ 1,000,000	\$ 100,000				\$ 1,100,000
<i>Bluff City TIF Fund</i>	1,200,000	2,300,000				3,500,000
<i>Total</i>	\$ 2,200,000	\$ 2,400,000	\$ 0	\$ 0	\$ 0	\$ 4,600,000



Brewster Creek Business Park Public Improvements



0 500 1,000 US Feet

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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

BREWSTER CREEK BUSINESS PARK PUBLIC IMPROVEMENTS

Description The original TIF budget of \$30,000,000 for public improvements was increased to \$48,000,000 in July of 2020. Site preparation represents the largest share and includes filling in the mining pit. Other on-site improvements include sanitary sewers, watermains, storm sewers, internal roadways, wetland mitigation, street lighting, parkway trees, signage, and landscaping. Off site improvements include improvements to Old Munger Road, Spitzer Road, West Bartlett Road intersection, Stearns Road intersection, Road "A", sanitary lift station and force main, Road "A" watermain. The Tax Increment Financing District is scheduled to expire in 2022.

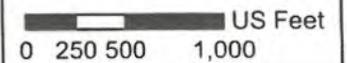
Comments A fifth developer note in the amount of \$3,000,000 was issued in September of 2020.

Future Operating Budget Impact

Use of Funds	Prior Years Actual	Estimated 23/24	Proposed For Future Years				Project Totals
			24/25	25/26	26/27	27/28	
Sanitary Sewer/Water Distribution	\$ 2,175,255						\$ 2,175,255
Wetland Mitigation	3,299,019						3,299,019
Roadways	2,849,978	\$ 1,000,000	\$ 100,000				3,949,978
Site Preparation - Earthwork	32,727,997						32,727,997
Signs & Landscaping	1,193,668						1,193,668
Total	\$ 42,245,917	\$ 1,000,000	\$ 100,000				\$ 43,345,917
Source of Funds							
Brewster Creek TIF Fund	\$ 42,245,917	\$ 1,000,000	\$ 100,000				\$ 43,345,917
Total	\$ 42,245,917	\$ 1,000,000	\$ 100,000				\$ 43,345,917



Bluff City/Blue Heron Public Improvements



Created by: GIS, 11/2023

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

BLUFF CITY/BLUE HERON PUBLIC IMPROVEMENTS

Description The village created the Bluff City Tax Increment Financing District in March 2009. The site preparation/land reclamation/soil remediation required to fill the former quarry site represents the largest portion of the Financing and Redevelopment Agreement of. Additional infrastructure improvements including the completion of Southwind Blvd., and the installation of the water distribution system, storm and sanitary sewers will be necessary prior to the land development of the TIF site.

Comments The site reclamation/earthwork is key to the development of the project.

Future Operating Budget Impact The project is being financed with the developer notes that will be repaid from the tax increment as the property develops. There should be no impact on the Operating budget.

<i>Use of Funds</i>	<i>Prior Years Actual</i>	<i>Estimated 23/24</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
			<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
Site Preparation - Earthwork	\$ 6,528,052	\$ 1,000,000	\$ 2,000,000				\$ 9,528,052
Roadways/Traffic Signals	1,715,264	100,000	100,000				1,915,264
Sanitary Sewer and Water	1,317,619						1,317,619
Engineering	380,860	50,000	100,000				530,860
Contingencies		50,000	100,000				150,000
Total	\$ 9,941,795	\$ 1,200,000	\$ 2,300,000				\$ 13,441,795
<i>Source of Funds</i>							
Bluff City TIF Fund	\$ 9,941,795	\$ 1,200,000	\$ 2,300,000				\$ 13,441,795
Total	\$ 9,941,795	\$ 1,200,000	\$ 2,300,000				\$ 13,441,795

The seal of the Village of Bartlett, Illinois, is a circular emblem. It features a central shield with a building and the year 1891. The shield is flanked by two upward-pointing arrows. The outer ring of the seal contains the text "THE VILLAGE OF BARTLETT" at the top and "PROGRESS WITH PRIDE" at the bottom.

Village of Bartlett, Illinois

Capital Improvements Program

2024-2028

Golf Projects

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

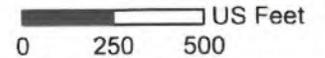
Golf Projects by Year

<i>Project</i>	<i>Page</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>	<i>FY 2025-26</i>	<i>FY 2026-27</i>	<i>FY 2027-28</i>	<i>Five Year Total</i>
<i>Irrigation System Replacement</i>	55	\$ 740,000	\$ 1,659,600				\$ 2,399,600
<i>Total</i>		\$ 740,000	\$ 1,659,600	\$ 0	\$ 0	\$ 0	\$ 2,399,600

<i>Sources of Funds</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>	<i>FY 2025-26</i>	<i>FY 2026-27</i>	<i>FY 2027-28</i>	<i>Five Year Total</i>
<i>Developer Deposits Loan</i>	\$ 740,000	\$ 1,659,600				\$ 2,399,600
<i>Total</i>	\$ 740,000	\$ 1,659,600	\$ 0	\$ 0	\$ 0	\$ 2,399,600



Irrigation System Replacement



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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

IRRIGATION SYSTEM REPLACEMENT

Description Design and engineer a new automated irrigation system to replace current system which its life expectancy is nearing for the PVC pipe and has exceeded by 10+ years for the irrigation control system, wiring, sprinkler heads, fittings and swing joints.

Comments New system will use the latest technology in sprinkler heads, pumps, computer controls (GPS) and piping (HDPE) that has a much longer life expectancy than PVC. HDPE pipe life expectancy is 50+ years. Due to the age of the current system, upkeep has become very labor intensive with many PVC leaks and broken irrigation sprinklers throughout the golf course.

**Future Operating
Budget Impact**

<i>Use of Funds</i>	<i>Prior Years Actual</i>	<i>Estimated 23/24</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
			<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
Engineering	\$ 15,750						\$ 15,750
Construction		\$ 740,000	\$ 1,659,600				2,399,600
Total	\$ 15,750	\$ 740,000	\$ 1,659,600				\$ 2,415,350
Source of Funds							
Developer Deposits Loan	\$ 15,750	\$ 740,000	\$ 1,659,600				\$ 2,415,350
Total	\$ 15,750	\$ 740,000	\$ 1,659,600				\$ 2,415,350

The seal of the Village of Bartlett, Illinois, is a circular emblem. It features a central shield with a building facade and the year '1891'. The shield is flanked by two sheaves of wheat. The outer ring of the seal contains the text 'THE VILLAGE OF BARTLETT' at the top and 'PROGRESS WITH PRIDE' at the bottom.

Village of Bartlett, Illinois

Capital Improvements Program

2024-2028

Other Projects

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

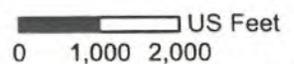
Other Projects by Year

<i>Project</i>	<i>Page</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>	<i>FY 2025-26</i>	<i>FY 2026-27</i>	<i>FY 2027-28</i>	<i>Five Year Total</i>
<i>Stormwater System Improvements/Maint.</i>	58	\$ 880,000	\$ 575,000	\$ 825,000	\$ 1,575,000	\$ 575,000	\$ 4,430,000
<i>Schick Road/West Branch DuPage River Bridge</i>	60	250,000	275,000		1,950,000	1,850,000	4,325,000
<i>Cemetery Columbarium</i>	62	120,000					120,000
<i>Municipal Building Improvements</i>	64	455,000	475,000	275,000			1,205,000
<i>Total</i>		\$ 1,705,000	\$ 1,325,000	\$ 1,100,000	\$ 3,525,000	\$ 2,425,000	\$ 10,080,000

<i>Sources of Funds</i>	<i>FY 2023-24</i>	<i>FY 2024-25</i>	<i>FY 2025-26</i>	<i>FY 2026-27</i>	<i>FY 2027-28</i>	<i>Five Year Total</i>
<i>MFT Fund</i>	\$ 50,000	\$ 55,000		\$ 390,000	\$ 370,000	\$ 865,000
<i>General Fund</i>	1,000,000	575,000	\$ 825,000	1,575,000	575,000	4,550,000
<i>STP Funds</i>	200,000	220,000		1,560,000	1,480,000	3,460,000
<i>Municipal Building Fund</i>	455,000	475,000	275,000			1,205,000
<i>Total</i>	\$ 1,705,000	\$ 1,325,000	\$ 1,100,000	\$ 3,525,000	\$ 2,425,000	\$ 10,080,000



Stormwater System Improvements/Maintenance



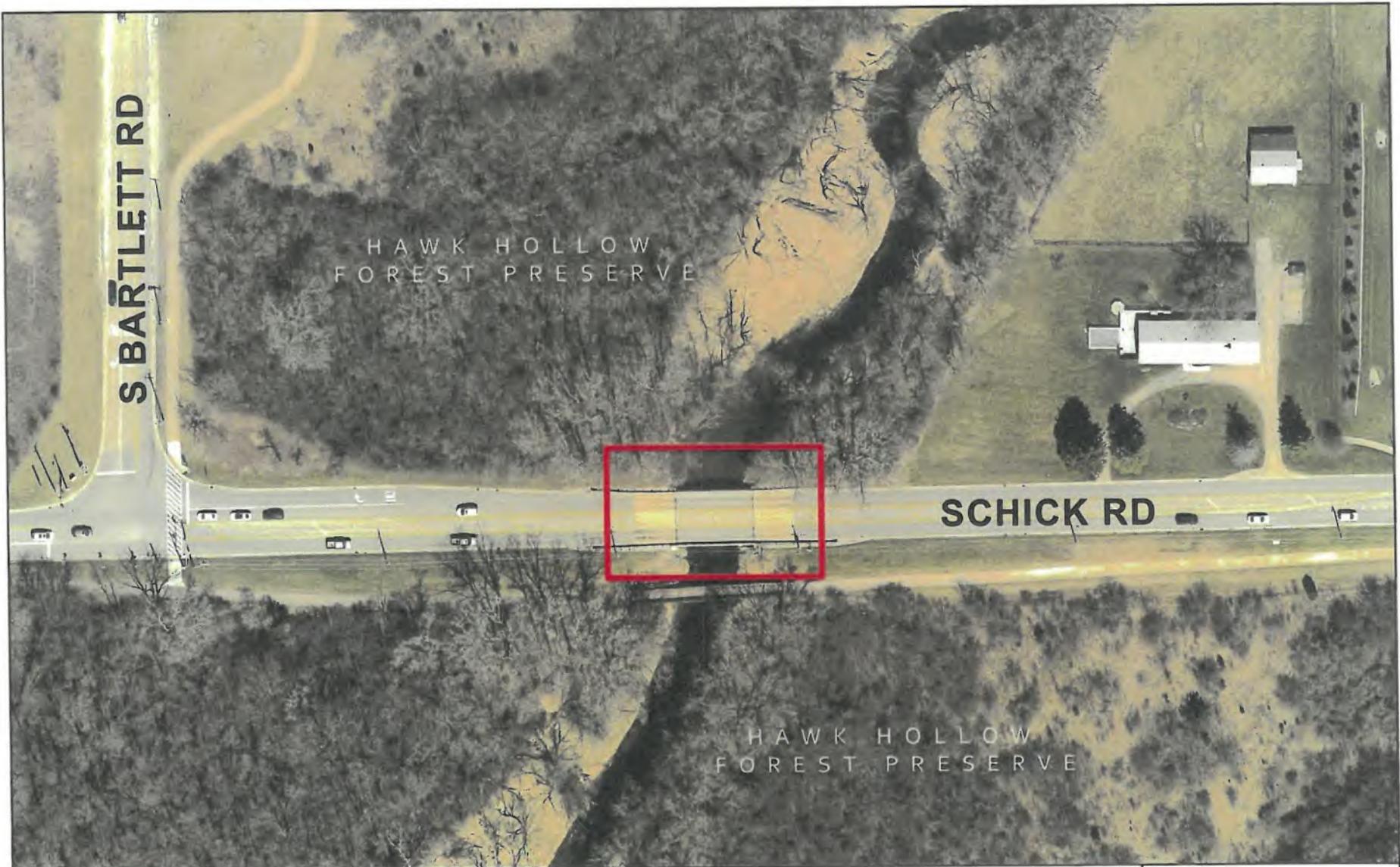
Created by: GIS, 11/2023

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

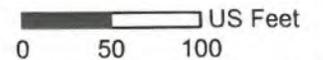
STORMWATER SYSTEM IMPROVEMENTS/MAINTENANCE

Description	This is to be an annual program to maintain the village's existing storm sewer system and provide for any new sewer/inlet/catch basins that become necessary. This will include residential or small drainage projects as well utilizing our 50/50 program. Our most recent NPDES permit requires us to monitor storm discharge points, increase street and catch basin maintenance/cleaning and provide documentation for these and other water quality items. An engineering consultant may be needed to complete future projects. We are working with DuPage County to satisfy other elements of the NPDES requirements.
Potential Projects	Country Creek streambank stabilization, Ford Lane pond dredging, Munger Rd. & Newport Blvd. culvert replacements.
Comments	Storm system mapping and data collection ongoing.
Future Operating Budget Impact	We have estimated an annual increase of \$100,000 up to \$400,000 in order to properly maintain the large storm system and meet all NPDES requirements.

<i>Use of Funds</i>	<i>Prior Years Actual</i>	<i>Estimated 23/24</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
			<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
Construction	\$ 245,294						\$ 245,294
Engineering	12,913	\$ 5,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	217,913
Country Creek	87,351	150,000	300,000	300,000	300,000	300,000	1,437,351
Oneida Pond	44,581	200,000					244,581
Ford Lane Pond Dredging				150,000			150,000
Newport Blvd. Culvert Replacement				100,000	1,000,000		1,100,000
Munger Rd. Culvert Replacement	33,473	450,000					483,473
Storm Sewer	26,046	50,000	150,000	150,000	150,000	150,000	676,046
Contingencies	4,475	25,000	75,000	75,000	75,000	75,000	329,475
Total	\$ 454,133	\$ 880,000	\$ 575,000	\$ 825,000	\$ 1,575,000	\$ 575,000	\$ 4,884,133
Source of Funds							
General Fund	\$ 454,133	\$ 880,000	\$ 575,000	\$ 825,000	\$ 1,575,000	\$ 575,000	\$ 4,884,133
Total	\$ 454,133	\$ 880,000	\$ 575,000	\$ 825,000	\$ 1,575,000	\$ 575,000	\$ 4,884,133



Schick Road/DuPage River Bridge Engineering Study



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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

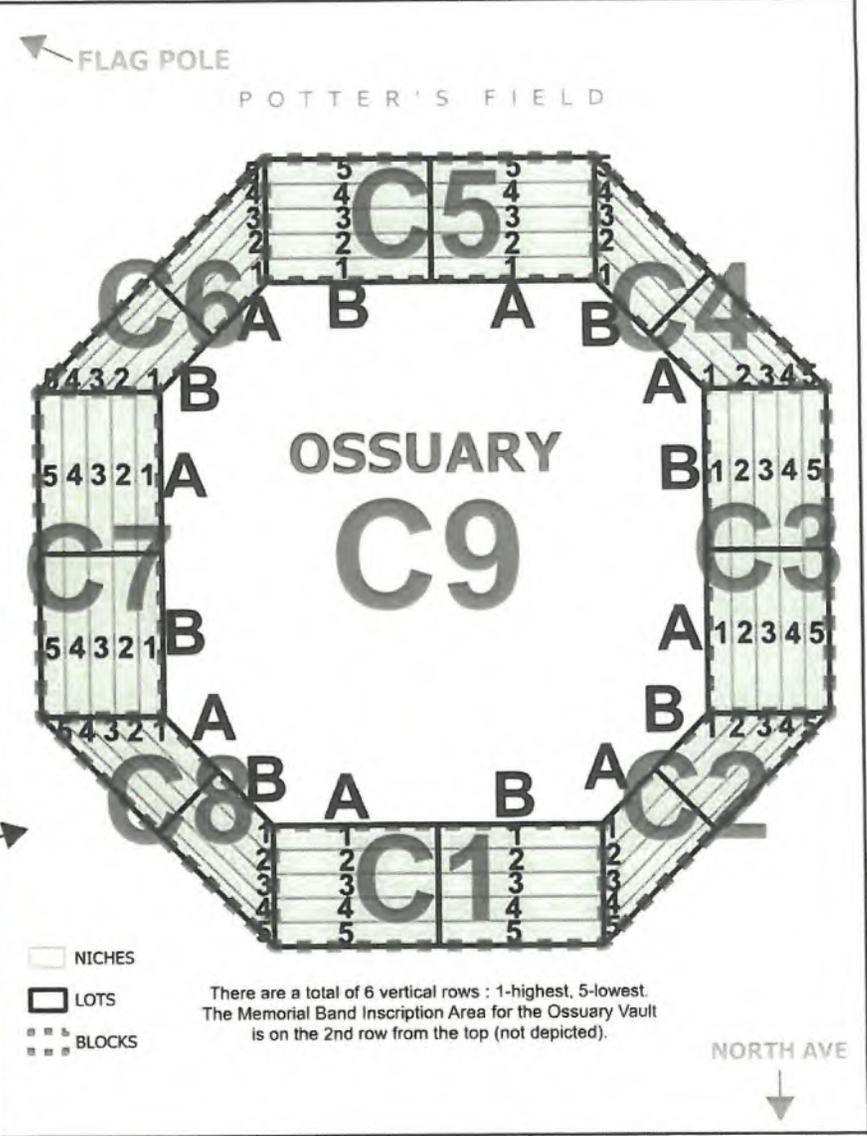
SCHICK ROAD/WEST BRANCH DUPAGE RIVER BRIDGE ENGINEERING STUDY

Description This project includes only the engineering study or structural investigation of the Schick Road-West Branch DuPage River Bridge. A recent inspection of the structure indicated that the existing deck beams are due for replacement. An evaluation is required to determine what is necessary to complete the replacement and rehabilitation.

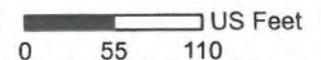
Comments IDOT is requiring that the bridge be inspected every 6 months.
We are applying for STP-Bridge funds through IDOT. Our share would be 20% if we are approved for funding.

Operating Budget Impact

Use of Funds	Prior Years Actual	Estimated 23/24	Proposed For Future Years				Project Totals
			24/25	25/26	26/27	27/28	
Engineering Study	\$ 77,625						\$ 77,625
Design Engineering		\$ 150,000	\$ 125,000				275,000
Construction					\$ 1,800,000	\$ 1,700,000	3,500,000
Construction Engineering					150,000	150,000	300,000
Contingency		100,000	150,000				250,000
Total	\$ 77,625	\$ 250,000	\$ 275,000	\$ 0	\$ 1,950,000	\$ 1,850,000	\$ 4,402,625
Source of Funds							
MFT Funds	\$ 77,625	\$ 50,000	\$ 55,000		\$ 390,000	\$ 370,000	\$ 942,625
STP Funds		200,000	220,000		1,560,000	1,480,000	3,460,000
Total	\$ 77,625	\$ 250,000	\$ 275,000	\$ 0	\$ 1,950,000	\$ 1,850,000	\$ 4,402,625



Bartlett Cemetery Columbarium



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VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

BARTLETT CEMETERY COLUMBARIUM

Description This project includes the addition of columbariums at the cemetery. The cemetery has been sold out of spaces for many years, however, we continue to get requests. Adding columbariums will allow us to sell new spaces for cremains.

Comments We can add future columbariums as needed.

Operating Budget Impact Not significant

<i>Use of Funds</i>	<i>Prior Years Actual</i>	<i>Estimated 23/24</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
			<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	<i>27/28</i>	
Columbarium		\$ 95,000					\$ 95,000
Construction		20,000					20,000
Contingency		5,000					5,000
Total		\$ 120,000					\$ 120,000
Source of Funds							
General Fund		\$ 120,000					\$ 120,000
Total		\$ 120,000					\$ 120,000



Municipal Building Improvements



VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2024-2028

MUNICIPAL BUILDING IMPROVEMENTS

Description	This project includes improvements to municipal buildings, mechanical system replacements, and major repairs. The HVAC systems for the Village Hall, data room, and link tower are past the expected useful life. Other projects include replacing the Village Hall front door, replacing a salt dome roof, and replacing the sprinkler system pipes in the clubhouse.	
HVAC units	FY 2023-24	Data Room, link tower units
	FY 2024-25	Village Hall roof top units
	FY 2025-26	Village Hall roof top units
Operating Budget Impact	Not significant	

Use of Funds	Prior Years Actual	Estimated 23/24	Proposed For Future Years				Project Totals
			24/25	25/26	26/27	27/28	
HVAC Replacement		\$ 180,000	\$ 275,000	\$ 275,000			\$ 730,000
Village Hall front door		50,000					50,000
Salt dome roof		75,000					75,000
Clubhouse fire sprinkler		150,000	150,000				300,000
Village Hall HVAC Controls			50,000				50,000
Total		\$ 455,000	\$ 475,000	\$ 275,000			\$ 1,205,000
Source of Funds							
Municipal Building Fund		\$ 455,000	\$ 475,000	\$ 275,000			\$ 1,205,000
Total		\$ 455,000	\$ 475,000	\$ 275,000			\$ 1,205,000

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2023

100-GENERAL FUND REVENUES

480601-MISCELLANEOUS INCOME

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	QUARTERLY SPC ECOMMERCE CREDIT	-35.56
1 WAREHOUSE DIRECT	QUARTERLY SPC ECOMMERCE CREDIT	-522.93
	INVOICES TOTAL:	-558.49
		-558.49

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - DEC 2023	317,011.66
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - DEC 2023	4,172.90
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - DEC 2023	15,876.87
	INVOICES TOTAL:	337,061.43
		337,061.43

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	286.26
	INVOICES TOTAL:	286.26

530115-SUBSCRIPTIONS/PUBLICATIONS

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

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CALENDARS	70.52
1 WAREHOUSE DIRECT	CALENDARS	94.26
1 WAREHOUSE DIRECT	VILLAGE SEAL STAMP	91.64
	INVOICES TOTAL:	256.42

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CALEA CONFERENCE EXPENSES/LODGING	1,719.18
** 1 KEVIN WALLACE	CALEA CONFERENCE EXPENSES	276.22
	INVOICES TOTAL:	1,995.40

543101-DUES

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2023**

1	3CMA	ANNUAL MEMBERSHIP DUES	400.00
**	1	ELAN FINANCIAL SERVICES	IML DUES - CY 2024 2,500.00
			<u>INVOICES TOTAL:</u> 2,900.00

543900-COMMUNITY RELATIONS

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
**	1	DISC JOCKEY REVOLUTIONS LLC	DJ SERVICE FOR TREE LIGHTING 650.00
**	1	ELAN FINANCIAL SERVICES	COCOA CRAWL MUGS/TREE LIGHTING HOT COCOA 2,080.65
**	1	ELAN FINANCIAL SERVICES	XMAS CARDS/XMAS TREE TOPPER 381.44
	1	ENCHANTED PRODUCTIONS LLC	PRINCESSES FOR TREE LIGHTING 900.00
**	1	PETTY CASH	PETTY CASH REIMBURSEMENT 128.61
**	1	SUNSHINE FARM II	HORSE CARRIAGE FOR TREE LIGHTING 1,600.00
			<u>INVOICES TOTAL:</u> 5,740.70

543910-HISTORY MUSEUM EXPENSES

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
**	1	SAM'S CLUB	MATERIALS & SUPPLIES 53.44
			<u>INVOICES TOTAL:</u> 53.44

546900-CONTINGENCIES

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
**	1	ELAN FINANCIAL SERVICES	BUSINESS LUNCH 44.84
**	1	MACARTHUR & ASSOCIATES	COMMUNITY GARDEN PREP 2,500.00
**	1	PETTY CASH	PETTY CASH REIMBURSEMENT 46.68
			<u>INVOICES TOTAL:</u> 2,591.52

13,928.24

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
	1	ANCEL GLINK P.C.	PROFESSIONAL SERVICES 16,852.50
	1	BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES 15,794.00
	1	BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES 16,159.00
			<u>INVOICES TOTAL:</u> 48,805.50

48,805.50

1400-FINANCE

532200-OFFICE SUPPLIES

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
**	1	ELAN FINANCIAL SERVICES	W-2 & 1099 TAX FORMS 500.65
	1	WAREHOUSE DIRECT	CALENDARS 249.15
			<u>INVOICES TOTAL:</u> 749.80

749.80

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2023

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	53.09
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	19.19
INVOICES TOTAL:		72.28

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FTD AUTO LLC	VEHICLE MAINTENANCE	55.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	85.00
INVOICES TOTAL:		140.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CALENDARS	168.68
INVOICES TOTAL:		168.68

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SEMINAR REGISTRATION	50.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	62.00
INVOICES TOTAL:		112.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	I-PASS AUTO REPLENISHMENT	40.00
INVOICES TOTAL:		40.00

532.96

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	92.73
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	100.52
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	220.08
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	1,290.24
1 VERIZON WIRELESS	WIRELESS SERVICES	722.20
INVOICES TOTAL:		3,660.77

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	ZEBRA PRINTER BATTERIES	106.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2023**

1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	696.27
1 FTD AUTO LLC	VEHICLE MAINTENANCE	44.06
1 FTD AUTO LLC	VEHICLE MAINTENANCE	170.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	44.06
1 FTD AUTO LLC	VEHICLE MAINTENANCE	44.06
1 FTD AUTO LLC	VEHICLE MAINTENANCE	838.64
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	2,089.96
	INVOICES TOTAL:	4,033.05

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	POLICE VEHICLE EQUIPMENT	6,693.77
	INVOICES TOTAL:	6,693.77

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FURNITURE FOR SOCIAL WORKER ROOM	659.95
** 1 ELAN FINANCIAL SERVICES	EVIDENCE SUPPLIES	103.00
1 THE FINER LINE INC	PLATE ENGRAVING FEES	33.00
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	122.95
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	370.12
1 WAREHOUSE DIRECT	TONER	114.38
1 WAREHOUSE DIRECT	LINER/ENVELOPES	47.88
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	27.52
	INVOICES TOTAL:	1,478.80

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL	170.94
1 STREICHER'S INC	BULLETPROOF VEST	910.00
1 STREICHER'S INC	MEDALS/CLOTH RIBBON BARS	229.50
	INVOICES TOTAL:	1,310.44

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	ONLINE SOFTWARE SUBSCRIPTION	238.31
	INVOICES TOTAL:	238.31

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SHOOTING RANGE SUPPLIES	118.49
	INVOICES TOTAL:	118.49

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	REPLACEMENT PRINTER	399.99
1 PAPER DIRECT INC	CERTIFICATE HOLDERS	111.46

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2023**

1 WAREHOUSE DIRECT	USB DRIVES/HEATER/PENS/TAPE	329.96
	INVOICES TOTAL:	841.41

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ITOA CONFERENCE REGISTRATION	740.00
** 1 ELAN FINANCIAL SERVICES	CALEA TRAINING EXPENSES	675.00
1 INT'L ASSOC OF CHIEFS OF POLICE	CONFERENCE REGISTRATION	600.00
1 NORTH EAST MULTI-REGIONAL TRAINING IN	CLASS REGISTRATION FEE	80.00
1 NORTHWESTERN UNIVERSITY	LEADERSHIP COURSE FEE/SIMONE	4,400.00
1 NORTHWESTERN UNIVERSITY	LEADERSHIP COURSE FEE/FLORES	1,100.00
1 NORTHWESTERN UNIVERSITY	VEHICLE DYNAMICS COURSE FEE/GRAY	995.00
	INVOICES TOTAL:	8,590.00

542000-PLANNING & RESEARCH

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALEA	ANNUAL CONTINUATION FEE	4,646.00
** 1 ELAN FINANCIAL SERVICES	SQUARESPACE SUBSCRIPTION	212.00
	INVOICES TOTAL:	4,858.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS FIRE & POLICE COMMISSIONERS	MEMBERSHIP RENEWAL	400.00
1 ILLINOIS LAW ENFORCEMENT	MEMBERSHIP RENEWAL	150.00
1 POLICE EXECUTIVE RESEARCH FORUM	MEMBERSHIP RENEWAL/PRETKELIS	200.00
1 POLICE EXECUTIVE RESEARCH FORUM	MEMBERSHIP RENEWAL/RYBASKI	200.00
	INVOICES TOTAL:	950.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CPA SHIRTS	52.00
1 WILLIAM NAYDENOFF	FOOD REIMBURSEMENT/CPA GRADUATION	67.59
	INVOICES TOTAL:	119.59

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	1,260.00
1 TRANS UNION LLC	BACKGROUND CHECK FEES	203.40
	INVOICES TOTAL:	1,463.40

570105-EQUITABLE SHARING EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	POWER CORD	21.50
	INVOICES TOTAL:	21.50

34,377.53

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	12.00
1 VERIZON WIRELESS	WIRELESS SERVICES	279.44
1 VERIZON WIRELESS	WIRELESS SERVICES	322.21
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
INVOICES TOTAL:		651.76

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	199.12
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	202.95
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	42.52
INVOICES TOTAL:		444.59

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMERCIAL TIRE SERVICE	VEHICLE MAINTENANCE	1,420.00
1 INTERSTATE BILLING SERVICE INC	VEHICLE MAINTENANCE	1,497.90
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	90.00
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	675.00
1 SUBURBAN TIRE	VEHICLE MAINTENANCE	54.99
INVOICES TOTAL:		3,737.89

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY DIVISION	TRAFFIC SIGNAL MAINTENANCE	6,674.45
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,098.72
1 MEADE ELECTRIC CO INC	CABLE LOCATION SERVICES	145.63
INVOICES TOTAL:		7,918.80

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	2,321.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/NOV 2023	875.00
1 DEIGAN & ASSOCIATES LLC	UST REMOVAL/211 W RAILROAD	790.83
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	5,210.52
1 UNO MAS LANDSCAPING	LANDSCAPE MAINTENANCE SERVICES	4,885.00
INVOICES TOTAL:		14,082.35

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARIA KOVALISHIN	PUBLIC SIDEWALK REPLACEMENT	1,363.20
1 ALEX WANG	PUBLIC SIDEWALK REPLACEMENT	852.00

** Indicates pre-issue check.

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INVOICES TOTAL: 2,215.20

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GONZALEZ-BURKE TREE SERVICE	TREE REMOVAL	1,800.00
1 TESKA ASSOCIATES INC	TOWN CENTER CONCEPT PLAN	4,890.00
		<u>INVOICES TOTAL: 6,690.00</u>

527160-STREET SWEEPING

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

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMPERAGE ELECTRICAL SUPPLY INC	MATERIALS & SUPPLIES	312.74
1 ASSOCIATED TECHNICAL SERVICES LTD	LOCATOR BAG/TRACING SIGNAL LEADS	384.00
1 DULTMEIER SALES LLC	MATERIALS & SUPPLIES	85.78
1 GRAINGER	MATERIALS & SUPPLIES	76.58
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	16.51
1 WAREHOUSE DIRECT	MARKER	4.34
1 WAREHOUSE DIRECT	CALENDARS/CREAMER/SUPPLIES	155.26
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	167.09
		<u>INVOICES TOTAL: 1,202.30</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	134.45
1 BATTERY SERVICE CORP	BATTERY	137.50
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	83.80
1 CAROL STREAM LAWN & POWER	OIL FILTERS	9.98
1 COLLIFLOWER INC - BALTIMORE	MAINTENANCE SUPPLIES	38.01
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	132.77
1 INTERSTATE BILLING SERVICE INC	CREDIT MEMO	-231.17
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	149.70
1 INTERSTATE BILLING SERVICE INC	CREDIT MEMO	-61.90
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	117.80
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	18.68
1 WHOLESALE DIRECT INC	HYDRAULIC MOTORS	1,494.57
		<u>INVOICES TOTAL: 2,024.19</u>

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	70.06
1 TRAFFIC CONTROL & PROTECTION INC	STREET MAINTENANCE MATERIALS	746.25
1 WELCH BROS INC	ASPHALT GRINDINGS	245.00

** Indicates pre-issue check.

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INVOICES TOTAL: 1,061.31

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	PLANT POTS	349.82
<u>INVOICES TOTAL:</u>		<u>349.82</u>

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	1,388.83
<u>INVOICES TOTAL:</u>		<u>1,388.83</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CONFERENCE LODGING	39.20
** 1 ELAN FINANCIAL SERVICES	APWA TRAINING EXPENSES	36.67
<u>INVOICES TOTAL:</u>		<u>75.87</u>

546900-CONTINGENCIES

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

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN DOOR AND DOCK	OVERHEAD DOOR	18,700.00
<u>INVOICES TOTAL:</u>		<u>18,700.00</u>

574900-CEMETERY COLUMBARIUM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATRIX UTILITY CONSTRUCTION LTD	CEMETARY WATER LINE	5,700.00
<u>INVOICES TOTAL:</u>		<u>5,700.00</u>

76,507.91

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLA INC	MFT RESURFACING PROGRAM 11/23	13,915.22
1 CHICAGOLAND PAVING CONTRACTORS INC	BARTLETT TRAIL IMPROVEMENTS	114,625.90
1 SCHROEDER ASPHALT SERVICES INC	2023 STREETS RESURFACING PROJECT	103,880.34
<u>INVOICES TOTAL:</u>		<u>232,421.46</u>

585045-IDOT INTERSECTION IMPRVTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GEXPRO	LIGHT POLE MATERIALS	170.44

** Indicates pre-issue check.

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1 GEXPRO	LIGHT POLE MATERIALS	340.92
	<u>INVOICES TOTAL:</u>	<u>511.36</u>

232,932.82

3000-DEBT SERVICE EXPENDITURES

547070-2017 GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2017 GO BOND DEBT SERVICE PYMT	17,700.00
	<u>INVOICES TOTAL:</u>	<u>17,700.00</u>

547071-2017 GO BOND PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 UMB BANK N.A.	2017 GO BOND DEBT SERVICE PYMT	280,000.00
	<u>INVOICES TOTAL:</u>	<u>280,000.00</u>

547077-2019 GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2019 GO BOND DEBT SERVICE PYMT	72,625.00
	<u>INVOICES TOTAL:</u>	<u>72,625.00</u>

547078-2019 GO BOND PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 UMB BANK N.A.	2019 GO BOND DEBT SERVICE PYMT	840,000.00
	<u>INVOICES TOTAL:</u>	<u>840,000.00</u>

547081-2021B GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2021B GO BOND DEBT SERVICE PYMT	93,903.75
	<u>INVOICES TOTAL:</u>	<u>93,903.75</u>

547082-2021B GO BOND PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 UMB BANK N.A.	2021B GO BOND DEBT SERVICE PYMT	345,000.00
	<u>INVOICES TOTAL:</u>	<u>345,000.00</u>

547083-2022A GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2022A GO BOND DEBT SERVICE PYMT	115,836.25
	<u>INVOICES TOTAL:</u>	<u>115,836.25</u>

547084-2022A GO BOND PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 UMB BANK N.A.	2022A GO BOND DEBT SERVICE PYMT	135,000.00
	<u>INVOICES TOTAL:</u>	<u>135,000.00</u>

** Indicates pre-issue check.

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1,900,065.00

4200-MUNICIPAL BLDG PROJECTS EXP

584022-PARKING LOT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBEY PAVING & SEALCOATING CO INC	OAK/ONEIDA PARKING LOT IMPROVEMENTS	449,044.46
	INVOICES TOTAL:	449,044.46

449,044.46

4800-BREWSTER CREEK TIF MUN ACC EXP

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	2,187.50
	INVOICES TOTAL:	2,187.50

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	ROADWAYS/BIKE PATH AGREEMENT	389,673.76
	INVOICES TOTAL:	389,673.76

391,861.26

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - OCTOBER 23	509,888.61
	INVOICES TOTAL:	509,888.61

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/NOV 2023	1,562.00
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	38.36
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	12.00
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	12,441.08
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
	INVOICES TOTAL:	16,346.77

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	322.22
	INVOICES TOTAL:	322.22

522800-ANALYTICAL TESTING

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

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1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	856.50
INVOICES TOTAL:		856.50

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	UST REMOVAL/211 W RAILROAD	790.84
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	5,210.52
1 DIXON ENGINEERING INC	WATER TOWER PROJECT	1,350.00
INVOICES TOTAL:		7,351.36

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	92.19
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2.73
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3,355.66
1 NEXAMP INC	ELECTRIC BILL	565.68
1 NICOR GAS	GAS BILL	217.39
1 NICOR GAS	GAS BILL	203.53
INVOICES TOTAL:		4,437.18

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	175.00
INVOICES TOTAL:		175.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING PAINT	163.80
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	16.51
1 WAREHOUSE DIRECT	CALENDARS/CREAMER/SUPPLIES	134.30
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	18.36
INVOICES TOTAL:		332.97

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	705.33
INVOICES TOTAL:		705.33

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	18.68
INVOICES TOTAL:		18.68

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA TRAINING EXPENSES	36.67

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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INVOICES TOTAL: 36.67

546900-CONTINGENCIES

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

547072-DWC CAPITAL BUY IN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - OCTOBER 23	36,196.20
		<u>INVOICES TOTAL: 36,196.20</u>

547079-2021A GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2021A GO BOND DEBT SERVICE PYMT	244,950.00
		<u>INVOICES TOTAL: 244,950.00</u>

547080-2021A GO BOND PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 UMB BANK N.A.	2021A GO BOND DEBT SERVICE PYMT	640,000.00
		<u>INVOICES TOTAL: 640,000.00</u>

1,461,782.49

5090-WATER CAPITAL PROJECTS EXP

581020-WATER METER AUTOMATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS	6,212.16
1 WATER RESOURCES INC	WATER METERS/INSTALLATION FEES	140,873.82
		<u>INVOICES TOTAL: 147,085.98</u>

581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOLLER CONSTRUCTION CO INC	PUMP STATION MODIFICATIONS	48,136.30
		<u>INVOICES TOTAL: 48,136.30</u>

195,222.28

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

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

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	322.22
		<u>INVOICES TOTAL: 322.22</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	308.75
1 TEKLAB INC	SAMPLE TESTING	1,011.90
		<u>INVOICES TOTAL: 1,320.65</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	UST REMOVAL/211 W RAILROAD	790.84
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	5,210.52
		<u>INVOICES TOTAL: 6,001.36</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	139.86
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	131.06
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	135.08
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	78.74
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	27,980.46
1 NEXAMP INC	ELECTRIC BILL	1,106.22
1 NICOR GAS	GAS BILL	55.46
1 NICOR GAS	GAS BILL	52.35
1 NICOR GAS	GAS BILL	52.28
1 NICOR GAS	GAS BILL	434.13
1 NICOR GAS	GAS BILL	52.91
1 NICOR GAS	GAS BILL	57.13
1 NICOR GAS	GAS BILL	60.07
1 NICOR GAS	GAS BILL	53.89
1 NICOR GAS	GAS BILL	53.91
1 NICOR GAS	GAS BILL	169.39
		<u>INVOICES TOTAL: 30,612.94</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	414.12
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	577.48
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	802.24
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	150.00
		<u>INVOICES TOTAL: 1,943.84</u>

530100-MATERIALS & SUPPLIES

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

VILLAGE OF BARTLETT
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1	AMAZON CAPITAL SERVICES INC	INK CARTRIDGE	78.94
1	AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-9.99
1	CALCO LTD	DEMINERALIZER	136.00
1	HINCKLEY SPRING WATER CO	DISTILLED WATER	71.15
**	1 SAM'S CLUB	MATERIALS & SUPPLIES	16.52
1	WAREHOUSE DIRECT	CALENDARS/CREAMER/SUPPLIES	219.95
			<u>INVOICES TOTAL: 512.57</u>

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	3,732.36
		<u>INVOICES TOTAL: 3,732.36</u>

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY EQUIPMENT	263.15
		<u>INVOICES TOTAL: 263.15</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 CENTRISYS CENTRIFUGE-SYSTEMS LLC	MAINTENANCE SUPPLIES	439.16	
**	1 ELAN FINANCIAL SERVICES	GASKETS	150.10
1 GASVODA & ASSOCIATES INC	SOFTWARE SUPPORT	75.00	
1 GRAINGER	THERMOSTAT	61.52	
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	18.69	
		<u>INVOICES TOTAL: 744.47</u>	

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 ELAN FINANCIAL SERVICES	APWA TRAINING EXPENSES	36.66
		<u>INVOICES TOTAL: 36.66</u>	

546900-CONTINGENCIES

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

547075-2019 SEWER BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 UMB BANK N.A.	2019 GO BOND DEBT SERVICE PYMT	133,575.00
		<u>INVOICES TOTAL: 133,575.00</u>	

547076-2019 SEWER BOND-PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	2 UMB BANK N.A.	2019 GO BOND DEBT SERVICE PYMT	290,000.00
		<u>INVOICES TOTAL: 290,000.00</u>	

** Indicates pre-issue check.

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469,867.22

5190-SEWER CAPITAL PROJECTS EXP

582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 H LINDEN & SONS SEWER & WATER INC	LIFT STN/FORCEMAIN REHAB PROJECT	524,901.86
	INVOICES TOTAL:	524,901.86

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY STORMWATER MANAGEME	WRF IMPROVEMENTS/STORMWATER VARIANCE	1,050.00
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	796,937.16
	INVOICES TOTAL:	797,987.16

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	29,237.50
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	3,620.61
1 PERFORMANCE CONSTRUCTION & ENGINEER	DEVON EXCESS FLOW FORCE MAIN	1,169,600.16
	INVOICES TOTAL:	1,202,458.27

2,525,347.29

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

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

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	63.61
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	29.28
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	254.01
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	42.38
1 NEXAMP INC	ELECTRIC BILL	260.43
1 NICOR GAS	GAS BILL	79.47
1 NICOR GAS	GAS BILL	197.29
1 VERIZON WIRELESS	WIRELESS SERVICES	42.12
	INVOICES TOTAL:	968.59

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/NOV 2023	1,475.00
** 1 ELAN FINANCIAL SERVICES	METRA INTERNET SERVICE	67.35

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2023

INVOICES TOTAL: 1,542.35

2,910.94

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - NOV 2023	304.80
1 CINTAS FIRE PROTECTION	FIRE SYSTEM INSPECTION	866.03
1 COLLEY ELEVATOR COMPANY	QUARTERLY INSPECTION SERVICES	239.00
1 COMCAST	INTERNET SERVICE/GOLF CART GPS	149.95
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	40.00
1 ROSCOE CO	MATS	341.09
<u>INVOICES TOTAL:</u>		<u>1,940.87</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOX VALLEY FIRE & SAFETY	FIRE SPRINKLER SYSTEM SERVICE	1,063.34
<u>INVOICES TOTAL:</u>		<u>1,063.34</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	395.21
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	31.32
1 NEXAMP INC	ELECTRIC BILL	12.90
1 NICOR GAS	GAS BILL	843.74
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	61.54
<u>INVOICES TOTAL:</u>		<u>1,344.71</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	300.00
<u>INVOICES TOTAL:</u>		<u>300.00</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SHIPPING COSTS	103.53
<u>INVOICES TOTAL:</u>		<u>103.53</u>

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	503.08
<u>INVOICES TOTAL:</u>		<u>503.08</u>

5,255.53

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2023

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
INVOICES TOTAL:		125.00

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PORTABLE EQUIPMENT CO INC	EQUIPMENT RENTAL	908.00
INVOICES TOTAL:		908.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	281.24
INVOICES TOTAL:		281.24

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	BAGS OF SALT	551.00
INVOICES TOTAL:		551.00

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	CHOKE LEVER	6.12
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	309.75
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	67.02
INVOICES TOTAL:		382.89

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 1ST AYD CORPORATION	CLEANING SUPPLIES	298.80
INVOICES TOTAL:		298.80

2,546.93

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - NOV 2023	38.10
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	64.00
INVOICES TOTAL:		102.10

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2023

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	JOB AD POSTING FEE	35.72
INVOICES TOTAL:		35.72

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	140.62
INVOICES TOTAL:		140.62

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	SILICONE SEALANT CARTRIDGE	28.94
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	160.50
INVOICES TOTAL:		189.44

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	200.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	80.00
INVOICES TOTAL:		280.00

747.88

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - NOV 2023	38.10
1 ALSCO	LINEN SERVICES	345.85
1 ALSCO	LINEN SERVICES	732.88
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	61.00
INVOICES TOTAL:		1,197.83

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	JOB AD POSTING FEE	35.72
INVOICES TOTAL:		35.72

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	140.62
INVOICES TOTAL:		140.62

530100-MATERIALS & SUPPLIES

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2023

1 GORDON FOOD SERVICE INC	FOOD PURCHASE	255.00
1 GRECO AND SONS INC	FOOD PURCHASE	228.18
1 MLA WHOLESALE INC	FLOWERS	109.85
1 SYSCO CHICAGO INC	PIZZA PEEL	15.36
1 SYSCO CHICAGO INC	SCOOP HOLDER	10.57
1 SYSCO CHICAGO INC	SILICONE SEALANT CARTRIDGE	28.94
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	160.50
<u>INVOICES TOTAL:</u>		<u>808.40</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	524.18
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	307.20
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	892.88
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	2,791.72
1 GRECO AND SONS INC	FOOD PURCHASE	321.31
1 GRECO AND SONS INC	FOOD PURCHASE	500.53
1 GRECO AND SONS INC	FOOD PURCHASE	256.02
1 IL GIARDINO DEL DOLCE INC	PASTRIES & COOKIES	330.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	2,686.20
1 TEC COFFEE & FOODS	COFFEE PURCHASE	80.00
<u>INVOICES TOTAL:</u>		<u>8,690.04</u>
		10,872.61

6000-CENTRAL SERVICES EXPENSES

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	GIS AUTOMATION/MDM FEES	129.30
1 NETWRIX CORPORATION	SOFTWARE SUBSCRIPTION	3,005.10
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
<u>INVOICES TOTAL:</u>		<u>5,633.40</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - NOV 2023	4,355.00
1 MIDWEST MECHANICAL	BOILER PUMP MAINTENANCE	1,158.89
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	7,738.89
<u>INVOICES TOTAL:</u>		<u>13,252.78</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	410.11
1 VERIZON WIRELESS	WIRELESS SERVICES	489.21
<u>INVOICES TOTAL:</u>		<u>899.32</u>

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2023

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	44.92
1 NEXAMP INC	ELECTRIC BILL	82.58
1 NICOR GAS	GAS BILL	167.86
1 NICOR GAS	GAS BILL	1,009.25
INVOICES TOTAL:		1,304.61

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TASER BATTERY HUBS	65.99
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	312.10
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	58.56
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	15.46
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	225.63
1 WAREHOUSE DIRECT	TISSUE	139.02
1 WAREHOUSE DIRECT	LINER/ENVELOPES	182.67
1 WAREHOUSE DIRECT	PAPER TOWEL/SUPPLIES	140.22
1 WAREHOUSE DIRECT	PAPER	599.88
1 WAREHOUSE DIRECT	CREAMER	38.62
1 WAREHOUSE DIRECT	PAPER/TISSUE/PAPER TOWEL	1,004.89
INVOICES TOTAL:		2,783.04

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	36.95
INVOICES TOTAL:		36.95

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS GIS ASSOCIATION	MEMBERSHIP RENEWAL	85.00
INVOICES TOTAL:		85.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 MATTHEW BURRIS	WATER HEATER/PUMP REPLACEMENT	9,050.00
1 TOWN & COUNTRY GARDENS EL	FLOWERS	175.98
INVOICES TOTAL:		9,225.98

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CLOUD SERVICES	1.47
1 STRICTLY TECHNOLOGY	MFA TOKENS/POLICE DEPT	1,256.00
INVOICES TOTAL:		1,257.47

34,478.55

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/19/2023

7000-POLICE PENSION EXPENDITURES

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INSPE ASSOCIATES LLC	PATIENT EXAM - SCHULTZ	3,150.00
1 INSPE ASSOCIATES LLC	PATIENT EXAM - SCHULTZ	5,160.00
INVOICES TOTAL:		8,310.00

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER DOBROVOLNY & LABARDI PC	LEGAL SERVICES	2,692.73
INVOICES TOTAL:		2,692.73

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAUTERBACH & AMEN LLP	NOVEMBER 2023 PSA	200.00
INVOICES TOTAL:		200.00

11,202.73

7200-BLUFF CITY SSA DEBT SERV EXP

547004-SSA BOND INTEREST EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUFF CITY LLC	BLUFF CITY SSA DEBT SERVICE PYMT	37,331.25
** 1 BLUFF CITY LLC	BLUFF CITY SSA DEBT SERVICE PYMT	797.00
INVOICES TOTAL:		38,128.25

547005-SSA BOND PRINCIPAL PAYMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUFF CITY LLC	BLUFF CITY SSA DEBT SERVICE PYMT	416,000.00
** 1 BLUFF CITY LLC	BLUFF CITY SSA DEBT SERVICE PYMT	489,000.00
INVOICES TOTAL:		905,000.00

943,128.25

900000-POOLED CASH & INVESTMENT FUND

100002-CASH - MONEY MARKET

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FISERV/BASTOGNE INC	FISERV ONLINE RETURN	890.26
INVOICES TOTAL:		890.26

890.26

GRAND TOTAL: 9,149,561.38

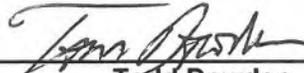
** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 12/19/2023

GENERAL FUND	511,404.88
MOTOR FUEL TAX FUND	232,932.82
DEBT SERVICE FUND	1,900,065.00
MUNICIPAL BUILDING FUND	449,044.46
BREWSTER CREEK TIF MUN ACCT	391,861.26
WATER FUND	1,657,004.77
SEWER FUND	2,995,214.51
PARKING FUND	2,910.94
GOLF FUND	19,422.95
CENTRAL SERVICES FUND	34,478.55
POLICE PENSION FUND	11,202.73
BLUFF CITY SSA DEBT SERV FUND	943,128.25
POOLED CASH & INVESTMENT FUND	890.26
GRAND TOTAL	9,149,561.38

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2023/24 as of October 31, 2023

Fund	9/30/2023	Receipts	Disburse- ments	10/31/2023	Detail of Ending Balance			
					Cash	Investments	Net Assets/Liab.	10/31/2023
General	24,980,330	2,102,316	1,723,905	25,358,741	8,729,320	16,039,090	590,330	25,358,741
MFT	5,538,884	188,553	204,787	5,522,651	1,990,989	3,502,227	29,434	5,522,651
Debt Service	2,402,839	22,991	0	2,425,829	777,704	1,647,547	578	2,425,829
Capital Projects	5,282,648	10,843	0	5,293,490	14,079	5,279,185	225	5,293,490
Municipal Building	3,333,492	54,191	3,750	3,383,933	995,340	2,108,604	279,989	3,383,933
Developer Deposits	2,548,225	68,268	0	2,616,493	86,609	4,400,250	(1,870,366)	2,616,493
59 & Lake TIF	(2,564,078)	0	0	(2,564,078)	390,495	827,255	(3,781,828)	(2,564,078)
BC Municipal TIF	1,647,577	7,977	940	1,654,614	539,798	1,143,550	(28,734)	1,654,614
Bluff City TIF Municipal	317,607	9,858	0	327,465	105,008	222,457	0	327,465
Water	10,392,752	1,406,274	1,168,015	10,631,011	3,265,622	6,917,933	447,455	10,631,011
Sewer	27,032,509	1,707,001	1,879,769	26,859,741	1,950,616	4,132,122	20,777,003	26,859,741
Parking	(210,156)	9,424	5,468	(206,200)	0	0	(206,200)	(206,200)
Golf	(72,272)	233,165	219,854	(58,962)	0	0	(58,962)	(58,962)
Central Services	743,483	3,199	86,438	660,243	188,864	400,104	71,275	660,243
Vehicle Replacement	4,423,461	13,949	0	4,437,410	684,607	1,450,323	2,302,480	4,437,410
TOTALS	85,797,300	5,838,007	5,292,927	86,342,381	19,719,051	48,070,648	18,552,681	86,342,381
BC Project TIF	10,681,005	33,916	0	10,714,921	0	0	10,714,921	10,714,921
Bluff City Project TIF	1,108,822	136,038	0	1,244,860	399,188	845,671	(0)	1,244,860
Bluff City SSA Debt Srv.	451,441	2,020	0	453,460	0	0	453,460	453,460
Police Pension	55,860,240	(1,260,633)	324,860	54,274,747	1,369,036	52,905,181	530	54,274,747



 Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
FISCAL YEAR 2023/24 as of October 31, 2023

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	16,587,053	30,412,215	54.54%	70.52%	14,416,432	30,493,039	47.28%	51.14%
MFT	1,019,913	2,035,000	50.12%	62.78%	823,685	2,725,000	30.23%	12.83%
Debt Service	1,796,506	3,032,126	59.25%	60.04%	353,271	2,970,906	11.89%	11.38%
Capital Projects	83,225	150,000	55.48%	100.67%	0	1,551,000	0.00%	100.00%
Municipal Building	246,325	90,000	273.69%	6.00%	3,750	890,000	0.42%	0.00%
Developer Deposits	164,707	260,000	63.35%	8.01%	0	0	0.00%	6.51%
Bluff City SSA	12,284	998,450	1.23%	0.42%	31,675	986,450	3.21%	3.00%
59 & Lake TIF	0	150,000	0.00%	0.00%	0	215,000	0.00%	18.26%
Bluff City Municipal TIF	81,736	76,500	106.84%	118.47%	290	105,000	0.28%	0.00%
Bluff City Project TIF	1,233,402	2,335,000	52.82%	52.81%	0	2,335,000	0.00%	0.00%
Brewster Creek Municipal TIF	940,057	1,015,344	92.59%	88.10%	761,892	2,610,000	29.19%	13.14%
Brewster Creek Project TIF	6,949,794	9,104,579	76.33%	103.82%	458,600	13,433,000	3.41%	28.65%
Water	7,585,606	13,211,000	57.42%	53.93%	4,853,599	13,965,148	34.76%	27.67%
Sewer	10,291,140	25,220,000	40.81%	48.75%	7,800,607	31,829,419	24.51%	40.19%
Parking	39,865	60,000	66.44%	60.67%	35,169	168,076	20.92%	22.16%
Golf	2,151,183	4,620,500	46.56%	80.24%	1,517,268	4,610,060	32.91%	59.78%
Central Services	644,369	1,526,151	42.22%	50.11%	843,853	1,727,781	48.84%	49.57%
Vehicle Replacement	319,792	729,242	43.85%	77.60%	250,733	1,400,000	17.91%	45.66%
Police Pension	105,222	6,679,296	1.58%	-30.30%	1,757,675	3,518,433	49.96%	41.24%
Subtotal	50,252,179	101,705,403	49.41%	56.63%	33,908,499	115,533,312	29.35%	37.88%
Less Interfund Transfers	(2,477,159)	(5,107,286)	48.50%	114.04%	(2,477,159)	(5,107,286)	48.50%	114.04%
Total	47,775,020	96,598,117	49.46%	53.64%	31,431,340	110,426,026	28.46%	33.92%

VILLAGE OF BARTLETT TREASURER'S REPORT
MAJOR REVENUE BUDGET COMPARISONS
FISCAL YEAR 2023/24 as of October 31, 2023

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	7,066,529	12,396,362	57.00%	60.94%
Sales Taxes (General Fund)	1,932,861	4,050,000	47.72%	54.66%
Income Taxes	3,556,974	6,400,000	55.58%	68.40%
Telecommunications Tax	194,096	410,000	47.34%	52.92%
Home Rule Sales Tax	1,491,093	2,600,000	57.35%	53.83%
Real Estate Transfer Tax	386,051	750,000	51.47%	58.20%
Use Tax	777,678	1,700,000	45.75%	50.28%
Building Permits	692,880	850,000	81.52%	94.38%
MFT	947,881	1,750,000	54.16%	51.10%
Water Charges	7,169,495	12,840,000	55.84%	52.57%
Sewer Charges	3,829,523	6,550,000	58.47%	55.02%
Interest Income	1,098,141	1,180,000	93.06%	520.82%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2023/24 as of October 31, 2023

Fund	Actual	Current Year Budget	Percent
Golf Program			
Revenues	1,314,010	1,544,500	85.08%
Expenses	801,665	1,491,746	53.74%
Net Income	512,345	52,754	971.20%
F&B - Restaurant			
Revenues	127,969	159,000	80.48%
Expenses	235,147	391,619	60.04%
Net Income	(107,178)	(232,619)	46.07%
F&B - Banquet			
Revenues	525,746	830,000	63.34%
Expenses	394,029	727,445	54.17%
Net Income	131,717	102,555	128.44%
F&B - Midway			
Revenues	183,458	170,000	107.92%
Expenses	86,427	82,250	105.08%
Net Income	97,031	87,750	110.58%
Golf Fund Total			
Revenues	2,151,183	2,703,500	79.57%
Expenses	1,517,268	2,693,060	56.34%
Net Income	633,915	10,440	6071.99%

Sales Taxes

Month	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
May	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859	255,956
June	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635	281,954	308,327
July	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678	303,057	323,030
August	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161	350,947
September	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874	334,152	354,588
October	190,872	204,424	209,930	215,328	211,089	262,349	221,535	299,302	380,114	340,045
November	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608	319,337	
December	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	316,040	
January	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	338,672	
February	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	335,097	
March	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	452,524	
April	141,054	149,630	167,837	180,413	170,866	193,930	211,072	247,260	281,334	
Total	2,076,100	2,210,232	2,352,909	2,440,227	2,401,729	2,532,977	2,468,994	3,464,989	3,901,303	1,932,894
% increase	-0.37%	6.46%	6.46%	3.71%	-1.58%	5.46%	-2.53%	40.34%	13.78%	-10.54%
Budget	2,075,000	2,115,000	2,205,000	2,400,000	2,425,000	2,460,000	2,575,000	3,400,000	3,400,000	4,050,000

Return Back

Warrant/EFT#: EF 0015899

Fiscal Year	2024	Issue Date	10/05/23	
Warrant Total	\$340,045.36	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A2532780	4A2532780	\$340,045.36

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$340,045.36	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 10/04/2023
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: JUL. 2023 COLL MO: AUG. 2023 VCHR MO: OCT. 2023
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

MOTOR FUEL TAX

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
May	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706	148,455
June	80,212	58,408	58,737	72,645	79,592	76,204	99,562	138,322	143,599	154,189
July	89,915	103,948	94,278	95,252	93,416	95,250	121,837	137,127	140,615	146,693
August	61,056	100,154	89,533	89,970	90,079	137,033	142,172	148,687	135,008	152,712
September	83,006	67,441	79,032	79,527	75,247	148,846	132,059	142,475	146,887	161,807
October	89,337	87,626	91,489	91,053	98,725	136,575	130,305	131,236	139,533	145,203
November	90,552	101,486	93,216	92,796	92,950	153,788	131,647	144,611	140,270	
December	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239	160,435	
January	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177	128,618	
February	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768	131,699	
March	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179	127,842	
April	95,841	93,782	90,224	94,326	91,212	122,218	135,751	138,279	146,038	
Subtotal	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	1,679,249	909,059
Plus:										
High Growth	37,682	37,743	37,801	37,266	36,909	9,192	89,348	61,771	-	37,987
Jobs Now	359,592									
Rebuild Illinois							1,357,885	905,256	452,628	
Total	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	2,131,877	
Budget	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000	1,750,000
Annual Inc in \$ only MFT Allocations	-0.73%	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	2.22%	4.06%



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

November 1, 2023

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR OCTOBER, 2023

Beginning Unobligated Balance		\$6,065,608.21
Motor Fuel Tax Fund Allotment	\$74,666.97	
MFT Transportation Renewal Fund Allotment	\$70,535.99	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<u>\$145,202.96</u>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		<u>\$0.00</u>
Current Unobligated Balance		<u>\$6,210,811.17</u>

PROCESSED TRANSACTIONS:

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

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

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Total Difference
May	622,835	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763	988,791	
June	231,987	306,761	268,673	285,636	261,088	258,429	257,341	608,397	383,282	463,652	
July	383,947	432,821	383,442	377,861	353,016	386,474	408,647	545,787	647,045	617,724	
August	223,978	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265	405,992	
September	219,026	239,229	243,902	212,997	252,907	245,191	316,571	323,647	362,169	368,502	
October	390,808	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057	712,313	
November	263,481	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871		
December	198,121	216,813	219,162	214,871	234,648	269,799	274,242	314,565	376,725		
January	335,683	406,804	354,337	313,145	341,897	377,110	436,922	560,065	611,766		
February	500,840	445,170	409,813	453,275	411,330	388,526	461,926	698,349	604,890		
March	218,490	257,723	214,499	227,873	247,673	288,908	318,357	302,694	358,254		
April	446,490	398,780	413,655	349,908	397,816	424,333	507,617	646,664	576,594		
Total	4,035,686	4,391,638	3,895,179	3,736,819	4,000,843	4,466,301	4,723,974	5,925,343	6,641,682	3,556,974	
LGDF @ 10%	6,240,385	5,489,548	4,868,974	6,145,469	7,037,087	7,767,480	7,855,193	9,777,794	10,844,504	5,610,614	
DIFFERENCE	(2,204,699)	(1,097,910)	(973,795)	(2,408,650)	(3,036,244)	(3,301,179)	(3,131,219)	(3,852,451)	(4,202,823)	(2,053,641)	(35,388,372)

LGDF Effective % Rate Changes

7/1/2010 - 10% to 6%

2/1/2015 - 6% to 8%

8/1/2017 - 8% to 5.45%

7/1/2018 - 5.45% to 5.75%

7/1/2020 - 5.75% to 6.06%

8/1/2022 - 6.06% to 6.16%

7/1/2023 - 6.16% to 6.47%



Agenda Item Executive Summary

Item Name Ordinance establishing Applicability of the Paid Leave for All Workers Act Committee or Board Board

BUDGET IMPACT

Amount:	N/A	Budgeted	
List what fund			

EXECUTIVE SUMMARY

In March 2023 Governor Pritzker signed SB208 into law, establishing Paid Leave for All Workers.

The village is using its home rule authority to exempt itself from the regulations established by SB208 and also any ordinance established by Cook County.

The village already provides generous paid leave for employees under collective bargaining agreements and personnel policies.

ATTACHMENTS (PLEASE LIST)

- Memo Summarizing the purpose for establishing the ordinance
- Motion Establishing Ordinance
- Ordinance 2023-

ACTION REQUESTED

- For Discussion Only
- ✓ Ordinance
- Resolution

Motion: I move to approve Ordinance 2023-_____, an ordinance regarding the applicability of the Illinois Paid Leave for All Workers Act to the Village of Bartlett.

Staff: Janelle Terrance, Human Resources Director Date: 12/01/2023

Memorandum

To: Paula Schumacher, Village Administrator
From: Janelle Terrance, Human Resources Director
Date: December 1, 2023
Re: Applicability of the Illinois Paid Leave for All Workers Act

In March 2023 Governor JB Pritzker signed SB208 into law, making Illinois the third state in the nation, and the first in the Midwest, to mandate paid time off to be used for any reason. The historic legislation provides employees with up to 40 hours of paid leave during a 12-month period, meaning approximately 1.5 million workers will begin earning paid time off starting in 2024.

Under existing law, workers are not guaranteed pay when taking time off for sick leave, childcare, mental health reasons, medical appointments, vacation, or any other reason. Starting on March 31st, 2024, or 90 days following commencement of employment, workers can begin using their earned time off for any reason without the requirement of providing documentation to their employer under the Paid Leave for Workers Act.

This new law applies to every employee working for an employer in Illinois, including domestic workers, but does exclude independent contractors. The City of Chicago and Cook County have an existing paid sick leave ordinance in place; employees and employers in those two geographic regions will be subject to those ordinances.

The legislation provides that paid leave shall accrue at the rate of one hour for every 40 hours worked. Employees will be paid their full wage while on leave. An employer cannot require an employee to find their replacement for the leave.

The Paid Leave Act exempts park districts and school districts from its provisions, but does not similarly exempt municipalities and other units of local government. The Paid Leave Act will take effect on January 1, 2024 and does not contain any denial or limitation on the

village's home rule authority, nor does the Paid Leave Act contain any statement that the regulation of paid leave is an exclusive power of the State. This being the case, the village already provides generous paid leave for its employees under its collective bargaining agreements and personnel policies. The village finds that the Paid Leave Act (1) places an undue burden on the village as an employer; (2) will negatively impact the village's governmental operations; and (3) will impair the village's ability to provide timely and efficient services to village residents.

The Village finds it in the public interest to clearly define the minimum requirements regarding paid leave which apply to the village, and establishing this Ordinance is in the best interests of the health, safety and welfare of the village and its residents.

By adopting this Ordinance, the village is exempt from following the provisions of the Paid Leave for All Workers Act, 820 ILCS 192/1, *et seq*, and any similar Ordinance adopted by the Cook County Board of Commissioners, for its own employees. The paid leave obligations adopted by the State of Illinois under the Paid Leave for All Workers Act, and any ordinance adopted by the Cook County Board of Commissioners regulating paid leave, as well as any subsequent amendments to such law or ordinances, will not apply to employees of the Village of Bartlett.

MOTION: I move to approve Ordinance 2023-_____, an ordinance regarding the applicability of the Illinois Paid Leave for All Workers Act to the Village of Bartlett.

ORDINANCE 2023 - _____

AN ORDINANCE REGARDING THE APPLICABILITY OF THE ILLINOIS PAID LEAVE FOR ALL WORKERS ACT TO THE VILLAGE OF BARTLETT

WHEREAS, the Village of Bartlett ("**Village**") is an Illinois home rule municipal corporation organized and operating pursuant to Article VII of the Illinois Constitution of 1970, and has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII Section 6 of the Illinois Constitution of 1970; and

WHEREAS, on March 13, 2023, the Governor of Illinois signed into law the Paid Leave for All Workers Act that requires employers to provide 40 hours of paid leave during a 12-month period ("**Paid Leave Act**"); and

WHEREAS, the Paid Leave Act exempts park districts and school districts from its provisions, but does not similarly exempt municipalities and other units of local government; and

WHEREAS, the Paid Leave Act will take effect on January 1, 2024; and

WHEREAS, the Paid Leave Act does not contain any denial or limitation on the Village's home rule authority, nor does the Paid Leave Act contain any statement that the regulation of paid leave is an exclusive power of the State; and

WHEREAS, the Village already provides generous paid leave for its employees under its collective bargaining agreements and personnel policies; and

WHEREAS, the Village finds that the Paid Leave Act (1) places an undue burden on the Village as an employer; (2) will negatively impact the Village's governmental operations; and (3) will impair the Village's ability to provide timely and efficient services to Village residents; and

WHEREAS, the Village finds it in the public interest to clearly define the minimum requirements regarding paid leave which apply to the Village, and that this Ordinance is in the best interests of the health, safety and welfare of the Village and its residents.

NOW, THEREFORE, BE IT ORDAINED by the Village Board of Trustees of the Village of Bartlett, DuPage, Kane, and Cook Counties, Illinois, pursuant to its home rule authority, follows:

SECTION 1: The recitals set forth above are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2: The Village hereby determines that the Village is exempt from following the provisions of the Paid Leave for All Workers Act, 820 ILCS 192/1, *et seq*, and any similar Ordinance adopted by the Cook County Board of Commissioners, for its own employees. The paid leave obligations adopted by the State of Illinois under the Paid

Leave for All Workers Act, and any ordinance adopted by the Cook County Board of Commissioners regulating paid leave, as well as any subsequent amendments to such law or ordinances, will not apply to employees of the Village of Bartlett, Illinois.

SECTION 3: Any non-preemptive state statute and any Cook County Ordinance in conflict with this Ordinance is hereby superseded to the full extent of such conflict pursuant to the exercise of the Home Rule powers of the Village.

SECTION 4. In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

SECTION 5. 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 6. This Ordinance shall be in full force and effect after its passage and approval according to law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023- _____ enacted on December 19, 2023, and approved on December 19, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Ordinance establishing Administrative Committee
Procedure for PSEBA or Board Board

BUDGET IMPACT

Amount: N/A Budgeted

List what
fund

EXECUTIVE SUMMARY

PSEBA is an Illinois law that provides for the payment of the full premium of an employer's health insurance plan for any first responder who suffers from a catastrophic injury or is killed in the line of duty.

The village currently does not have a formal process in place for this type of event and would like to establish a structured procedure due to the significance of a death or catastrophic injury.

The village is using its home rule authority to establish and provide a fair and efficient method to determine the eligibility of applicants for the benefits enumerated under PSEBA.

ATTACHMENTS (PLEASE LIST)

Memo Summarizing the purpose for establishing the ordinance
Motion Establishing Ordinance
Ordinance 2023-

ACTION REQUESTED

- For Discussion Only
- ✓ Ordinance
- Resolution
- Motion:

I move to approve Ordinance 2023-_____, an ordinance establishing an administrative procedure to determine eligibility for benefits under the Illinois Public Safety Benefits Act.

Staff: Janelle Terrance, Human Resources Director

Date: 12/06/2023

Memorandum

To: Paula Schumacher, Village Administrator
From: Janelle Terrance, Human Resources Director
Date: December 4, 2023
Re: Administrative Procedure for PSEBA Eligibility

The Public Safety Employee Benefits Act (820 ILCS 320/1 *et seq.*) is an Illinois law which provides for the payment of the full premium of an employer's health insurance plan for any firefighter or police officer who suffers a catastrophic injury or is killed in the line of duty. This benefit is also provided for the injured or deceased employee's spouse and any dependent children.

The Village of Bartlett is a home rule municipality authorized to act in accordance with the Constitution of the State of Illinois and powers granted to it thereunder and by statute. Pursuant to its municipal powers under the Illinois Constitution of 1970 and the Illinois Municipal Code, the village has authority to adopt ordinances and to promulgate rules and regulations consistent with state law on matters of group health insurance and other related benefits in relation to all municipal officers and employees in respect to each other, the municipality, and the people.

The village wishes to establish and provide a fair and efficient method of determining the eligibility of applicants for the benefits enumerated under the Public Safety Employee Benefits Act (820 ILCS 320/1 *et seq.*). It is the belief that the procedures set forth in this Ordinance achieve the goal of providing a fair and efficient method which will benefit public safety workers and the village. The village has determined that the procedures set forth herein are in the best interest of the municipality and its citizens and therefore desire to amend the Village Code. All benefits provided to applicants pursuant to PSEBA will be consistent with PSEBA.

All procedures for determining eligibility for benefits under the Illinois Public Employee Safety Benefits Act are outlined in the attached Village

Municipal Code as amended by adding the following as Title 1, Chapter 20: ADMINISTRATIVE PROCEDURE TO DETERMINE ELIGIBILITY UNDER THE PUBLIC SAFETY EMPLOYEE BENEFITS ACT.

MOTION: I move to approve Ordinance 2023-_____, an ordinance establishing an administrative procedure to determine eligibility for benefits under the Illinois Public Safety Benefits Act.

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING AN ADMINISTRATIVE PROCEDURE
TO DETERMINE ELIGIBILITY FOR BENEFITS UNDER
THE ILLINOIS PUBLIC SAFETY BENEFITS ACT**

WHEREAS, the Village of Bartlett ("**Village**") is an Illinois home rule municipal corporation organized and operating pursuant to Article VII of the Illinois Constitution of 1970, and has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village, pursuant to its municipal powers under the Illinois Constitution of 1970 as a home rule unit, and the Illinois Municipal Code, including 65 ILCS 5/1-2-1 and 65 ILCS 5/10-4-1 relating to its General Corporate Powers and General Corporate Powers Respecting Employment, has authority to adopt ordinances and to promulgate rules and regulations consistent with state law on matters of group health insurance and other related benefits in relation to all municipal officers and employees in respect to each other, the municipality, and the people; and

WHEREAS, the Corporate Authorities desire to establish and provide a fair and efficient method of determining the eligibility of applicants for the benefits enumerated under the Public Safety Employee Benefits Act (820 ILCS 320/1 *et seq.*); and

WHEREAS, the Corporate Authorities believe that the procedures set forth in this Ordinance achieve the goal of providing a fair and efficient method which will benefit public safety workers and the Village; and

WHEREAS, the Corporate Authorities have determined that the procedures set forth herein are in the best interest of the municipality and its citizens and therefore desire to amend the Village Code.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Village Board of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The recitals set forth above are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2: AMENDMENT TO TITLE 1. That Title 1 of the Bartlett Municipal Code is hereby amended to add a new Chapter 20 as follows:

"CHAPTER 20: ADMINISTRATIVE PROCEDURE TO DETERMINE ELIGIBILITY FOR BENEFITS UNDER THE PUBLIC SAFETY EMPLOYEE BENEFITS ACT.

1-20-1: PURPOSE:

The purpose of this Chapter is to provide a fair and efficient method of determining the eligibility of applicants for the benefits enumerated under the Public Safety Employee Benefits Act (820 ILCS 320/1 *et seq.*) ("PSEBA"). All benefits provided applicants pursuant to PSEBA will be consistent with PSEBA.

1-20-2: ADMINISTRATIVE COMPOSITION:

A. *Appointment of a PSEBA Claims Administrator.* The Village's Human Resources Director is hereby appointed as the Village's PSEBA Claims Administrator, who shall be responsible for scheduling and making all necessary arrangements for the holding of hearings under this Administrative Procedure. The duties of the PSEBA Claims Administrator include, but are not limited to:

1. Receiving and filing applications for PSEBA benefits;
2. Receiving and filing all documents required by this Ordinance to accompany such claims;
3. Reviewing applications for completeness and returning incomplete applications to the applicant;
4. Upon receipt of a complete application, scheduling hearings in accordance with the availability of the applicant, his or her counsel, counsel for the Village, and the Hearing Officer;
5. At the direction of the Hearing Officer, providing amended notices of hearing in the event that any hearing date should be continued to a later date;
6. Arranging for a court reporter to prepare a transcription of the hearing;
7. Receiving and filing the determination of the Hearing Officer and any order, ruling, or intermediate or supplemental determination of the Hearing Officer;
8. Responding to requests for information or subpoenas relating to an application for PSEBA benefits or a hearing thereon; and
9. Preparation of the record of any application and hearing thereon for purposes of judicial review of the hearing officer's final administrative decision.

B. *Appointment of a Hearing Officer.* The Village Administrator is hereby authorized to appoint a person to hold the position of Hearing Officer for the purpose of holding hearings and making determinations concerning the eligibility for persons claiming benefits under PSEBA. In making such selection, the Village Administrator shall consider:

1. The candidate's ability to perform the duties set forth herein;

2. The background and experience of the candidate;
 3. The qualifications of the candidate, including but not limited to, the requirement that the candidate must be an attorney licensed to practice law in the State of Illinois for at least five (5) years, with a knowledge of and experience in labor and employment law, general civil procedure, rules of evidence, and administrative practice.
- C. *Power of the Hearing Officer.* The Hearing Officer shall have all of the powers granted to him or her under applicable state statutes and the common law relative to the conduct of administrative hearings, including the power to:
1. Preside over all Village of Bartlett hearings involving PSEBA;
 2. Administer oaths;
 3. Hear testimony, and accept evidence that is relevant to the issue of eligibility for benefits under PSEBA upon an applicant for such benefits;
 4. Issue subpoenas and orders to secure attendance of witnesses and the production of relevant papers and documents upon the request of one or more of the parties to a hearing or their representatives;
 5. Rule upon objections concerning the admissibility of evidence;
 6. Preserve and authenticate the record of any hearing and all exhibits that are introduced into evidence at the hearing;
 7. Issue a determination based on the evidence presented at the hearing;
 8. If the determination is that the applicant is eligible for PSEBA benefits, issue a finding as to the extent of the reduction, if any, of PSEBA benefits resulting from the existence of health insurance benefits payable from any other source.

1-20-3: PROCEDURE:

- A. *Application for PSEBA Benefits.* A PSEBA benefit application form prepared by the Village shall be the standard form required for PSEBA benefit applicants to use in requesting benefits under PSEBA. The form shall be completed and executed by the requesting applicant and delivered to the PSEBA Claims Administrator. Information required by the form shall include:
1. The full particulars of the employee's claim for benefits, including the date, time, place, and nature of the injury giving rise to the claim for benefits;
 2. The employee's or family member's (if the event of incapacity or death of the public safety employee) explanation of how the disability injury/death directly resulted from:
 - i. A police officer's response to fresh pursuit;
 - ii. A police officer's response to what is reasonably believed to be an emergency;
 - iii. A police officer's response to an unlawful act perpetrated by another; and/or

- iv. A police officer's participation during the investigation of a criminal act.
 3. The names of any witnesses to the injury and the circumstances under which it occurred, together with any other factual circumstances surrounding the incident(s) alleged to have occasioned the injury;
 4. The names, ages, and relationship to the applicant of legal dependents for whom PSEBA benefits may be claimed; and
 5. Information relating to the existence of health insurance benefits payable from any other source, which information must be current as of the date of application.
 6. The application also must be accompanied by:
 - i. The written decision of any public safety pension board determining or declaring the injury to have been incurred in the applicant's line of duty as a public safety employee of the Village of Bartlett; and
 - ii. A signed medical authorization release authorizing the collection and production by voluntary agreement or subpoena, of information, including protected medical information, relating to the injury and the incident giving rise to the injury.
- B. *Application Review.* The PSEBA Claims Administrator shall review the application for completeness. If incomplete, the PSBA Claims Administrator shall return the application to the applicant for completion in accordance with the requirements of Section 1-20-3(A). If complete, the PSBA Claims Administrator shall forward the completed application to the Hearing Officer and, after determining the availability of the parties, shall give notice concerning the holding of a hearing on the application. No hearing on the application shall be held until the application is complete.
- C. *Administrative Hearing.* The conduct of the administrative hearing shall be as follows:
 1. Upon receipt of a completed application, the PSEBA Claims Administrator shall arrange for the issuance of a Notice of Hearing notifying the parties of the date, time, and place of a hearing to be held on the application.
 2. The parties to the hearing, who may be represented by counsel, shall be the applicant and the Village of Bartlett. Both the applicant and the Village of Bartlett are necessary parties to the hearing.
 3. Upon motion by a party or determination upon consultation with the parties by the Hearing Officer, the initial hearing date or any subsequent date for the hearing may be reset by the Hearing Officer to mutually convenient dates and times.
 4. Hearings shall be held on the date and time and at the place specified in the Notice of Hearing, as originally set or reset.
 5. All hearings shall be attended by a certified court reporter whose presence at the hearing has been arranged by the PSEBA Claims Administrator at

the direction of the Hearing Officer, and a transcript of all proceedings shall be made and preserved.

6. The applicant and the Village may examine and cross-examine witnesses, introduce exhibits, and request orders or subpoenas compelling the appearance of relevant witnesses or the production of relevant documents.
7. It shall be the applicant's obligation at the hearing to present in evidence any and all documents, including medical records, that were presented to any public safety pension board that considered the applicant's claim for a duty-related pension. All other medical records, health insurance records (including records relating to health insurance or self-insurance coverage of the applicant as a dependent), employment records, military records, accident reports, witness statements, injury reports (including any or all injury reports prepared or submitted by the applicant, whether or not in conjunction with the injury giving rise to the claim for PSEBA benefits), police reports, workers' compensation claims, reports and records, and records establishing dependency status (including marriage and birth certificates) that are relevant to the applicant's claim for PSEBA benefits shall be admissible at the hearing and shall be obtainable by any party requesting such records in pre-hearing discovery, subject to the requirements of applicable law.
8. Upon conclusion of the hearing, the parties may make closing arguments on the record or, if either party so requests, may submit post-hearing briefs in support of their positions, which briefs may contain appropriate citations to legal authority.
9. The determination by the Hearing Officer as to whether the applicant is eligible for benefits under PSEBA shall be in writing, shall include findings of fact and conclusions of law, and shall be consistent with PSEBA. If the Hearing Officer determines that the applicant is eligible for benefits under PSEBA, the determination shall include a finding as to the extent of the reduction, if any, of PSEBA benefits resulting from the existence of health insurance benefits payable from any other source.
10. Such determination shall constitute a final determination for the purpose of administrative review under the Illinois Administrative Review Law, 735 ILCS 5/3-101, *et seq.*
11. At any point, if the Village does not wish to contest an applicant's claim for PSEBA benefits, the Village can waive the administrative hearing and notify the applicant that the Village will provide benefits. The applicant still must comply with all requirements under this ordinance, including the process under Subsection (D) below.

D. Other Health Insurance Benefits.

1. Health insurance benefits payable from any other source will reduce the benefits payable from the Village. Each Applicant will be required to sign

an affidavit attesting to the fact that he/she is not eligible for insurance benefits from any other source.

2. It is the responsibility of the benefit recipient to notify the Village within 30 days of any changes to other sources of health insurance benefits. Receipt of benefits in violation of this provision will require reimbursement to the Village of any benefits received. The Village reserves the right on an annual basis to have the benefit recipient provide another affidavit affirming whether other health insurance is available or payable to the Applicant, his/her spouse and/or his/her qualifying dependent children.
3. A benefit recipient is also required to notify the Village when he or she becomes Medicare eligible so the Village can assist with the transition to Medicare coverage and/or adjust health insurance benefits accordingly.”

SECTION THREE: 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 FOUR: 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 FIVE: Effective Date. This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023- _____ enacted on December 19, 2023, and approved on December 19, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk



Agenda Item Executive Summary

Item Name Brewster Creek TIF Developer Note #5, Payout #10 Committee or Board Board

BUDGET IMPACT			
Amount:	\$143,200	Budgeted	\$143,200
List what fund	Brewster Creek TIF Project Fund		
EXECUTIVE SUMMARY			
Brewster Creek Public Improvements - TIF Developer Note #5, Payout #10.			
ATTACHMENTS (PLEASE LIST)			
Finance Memo Resolution Memorandum of Payment Schedule of Costs Village Engineer Letter			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2023-_____, a resolution approving of the Disbursement Request for Payout No. 10 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project.

Staff: Todd Dowden, Finance Director Date: 12/11/23

Village of Bartlett
Finance Department Memo
2023 - 27

DATE: December 11, 2023
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Brewster Creek TIF Developer Note #5 Payout Request #10

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

Attached is a resolution and several documents to approve the 10th developer note #5 payout request for the Brewster Creek TIF development. The total amount is \$143,200. The attachments are various documents required by the village's redevelopment agreement. The attachments include:

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

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

MOTION: I move to approve Resolution Number 2023-_____ A Resolution Approving of Disbursement Request for Payout No.10 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2023-

A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 10 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2020 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT

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

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

WHEREAS, ECS has delivered to the Village its tenth Memorandum of Payment requesting that it be reimbursed the sum of \$143,200 in Project Costs for Payout No. 10 from the Subordinate Lien Tax Increment Revenue Note; and

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

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

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

SECTION ONE: The Memorandum of Payment No. 10 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2020 Subordinate Note in the sum of \$143,200 is hereby approved.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED December 19, 2023

APPROVED December 19, 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 Resolution 2023- , enacted on December 19, 2023, and approved on December 19, 2023, as the same appeared from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

DEVELOPER NOTE #5

MEMORANDUM OF PAYMENT NO. 10

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

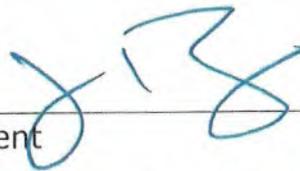
1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$ 143,200 bearing an interest rate at 7.0% per annum.

ELMHURST-CHICAGO STONE COMPANY

By: _____

President

Dated: _____



12/6/23

SCHEDULE 1

COST OF THE IMPROVEMENTS

V3	Final Surface - Spitzer & Jack Ct - Bidding & CM	\$	7,500.00
V3	Lot 12A Aggregate Pier Earthwork	\$	11,080.00
Michels	Lot 12A Agg Pier Stabilization	\$	22,050.00
Geneva Construction	Final Surface - Spitzer, Jack Ct & Bike Paths	\$	148,301.31
V3	Misc. Engineering & Surveying	\$	350.00
V3	Lot 8 Mass Topo Survey	\$	4,000.00
V3	Park Basin Maintenance 2020,2021, 2022 & 2023	\$	23,565.00
V3	Munger Rd/BCB Path Design Build	\$	285,726.29
V3	50% - West BartlettRd/Munger Road Path Design Build	\$	75,996.76
Total		\$	<u>578,569.36</u>

Developer Note #5 payout #10 \$143,200

Developer Note #6 payout #1 \$435,400

December 19, 2023

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 5 MEMORANDUM
OF PAYMENT # 10** – RELATIVE TO THE
REDEVELOPMENT AND FINANCING
AGREEMENT BETWEEN THE VILLAGE
OF BARTLETT AND ELMHURST CHICAGO
STONE COMPANY

Dear Todd:

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

- The **Developer Note # 5 Memorandum of Payment # 10** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$143,200.00** to reimburse itself for monies spent on the project for the period of **October 21, 2023**, through **December 5, 2023**
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

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

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

We have reviewed the certification for V3 Companies, Michels Construction, and Geneva Construction, stating that the work has been completed and materials are in place as indicated on the **Developer Note # 5 Memorandum of Payment # 10**. We have also included invoices from firms noted above for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies, Michels Construction, and Geneva Construction, that the work has been completed and materials are in place as indicated in the **Developer Note # 5 Memorandum of Payment # 10**, covered by the dates October 21, 2023, through December 5, 2023.

Please contact our office if there are any questions.

Bartlett Village Engineer

Robert Allen, PE

Robert Allen, PE

cc: Dan Dinges, P.E., Director of Public Works
Kurt Asprooth, Village Attorney



Agenda Item Executive Summary

Item Name Brewster Creek TIF Developer Note #6, Payout #1 Committee or Board Board

BUDGET IMPACT			
Amount:	\$435,400	Budgeted	\$435,400
List what fund	Brewster Creek TIF Project Fund		
EXECUTIVE SUMMARY			
Brewster Creek Public Improvements - TIF Developer Note #6, Payout #1.			
ATTACHMENTS (PLEASE LIST)			
Finance Memo Resolution Memorandum of Payment Schedule of Costs Village Engineer Letter			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2023-_____, a resolution approving of the Disbursement Request for Payout No. 1 from the Subordinate Lien Tax Increment Revenue Note, Series 2023 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project.

Staff: Todd Dowden, Finance Director Date: 12/11/23

Village of Bartlett
Finance Department Memo
2023 - 28

DATE: December 11, 2023
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Brewster Creek TIF Developer Note #6 Payout Request #1

In December 2022, the Board authorized the village to issue Developer Note #6, not to exceed \$1,000,000 to Elmhurst Chicago Stone for continuing the public improvements in the Brewster Creek TIF. Elmhurst Chicago Stone advances funds from their own sources and receives a note from the village to get reimbursement if and when there is sufficient tax increment to do so and after all other TIF obligations are paid.

Attached is a resolution and several documents to approve the 1st developer note #6 payout request for the Brewster Creek TIF development. The total amount is \$435,400. The attachments are various documents required by the village's redevelopment agreement. The attachments include:

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

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

MOTION: I move to approve Resolution Number 2023-_____ A Resolution Approving of Disbursement Request for Payout No.1 from the Subordinate Lien Tax Increment Revenue Note, Series 2023 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2023-

A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 1 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2023 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT

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

WHEREAS, the Village passed an Ordinance providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2023, in an amount not to exceed \$1,000,000 (the “Series 2023 Subordinate Note”); and

WHEREAS, ECS has delivered to the Village its first Memorandum of Payment requesting that it be reimbursed the sum of \$435,400 in Project Costs for Payout No. 1 from the Subordinate Lien Tax Increment Revenue Note; and

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

WHEREAS, The Series 2023 Subordinate Note requires advances to be in even increments of \$100,

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

SECTION ONE: The Memorandum of Payment No. 1 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2023 Subordinate Note in the sum of \$435,400 is hereby approved.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED December 19, 2023

APPROVED December 19, 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 Resolution 2023- , enacted on December 19, 2023, and approved on December 19, 2023, as the same appeared from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

DEVELOPER NOTE #6

MEMORANDUM OF PAYMENT NO. 1

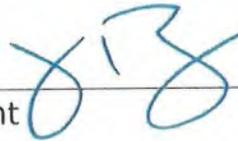
Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said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

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$ 435,400 bearing an interest rate at 7.0% per annum.

ELMHURST-CHICAGO STONE COMPANY

By: _____

President



Dated: _____

12/6/23

SCHEDULE 1

COST OF THE IMPROVEMENTS

V3	Final Surface - Spitzer & Jack Ct - Bidding & CM	\$	7,500.00
V3	Lot 12A Aggregate Pier Earthwork	\$	11,080.00
Michels	Lot 12A Agg Pier Stabilization	\$	22,050.00
Geneva Construction	Final Surface - Spitzer, Jack Ct & Bike Paths	\$	148,301.31
V3	Misc. Engineering & Surveying	\$	350.00
V3	Lot 8 Mass Topo Survey	\$	4,000.00
V3	Park Basin Maintenance 2020,2021, 2022 & 2023	\$	23,565.00
V3	Munger Rd/BCB Path Design Build	\$	285,726.29
V3	50% - West BartlettRd/Munger Road Path Design Build	\$	75,996.76
Total		\$	<u>578,569.36</u>

Developer Note #5 payout #10 \$143,200

Developer Note #6 payout #1 \$435,400

December 19, 2023

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 6 MEMORANDUM
OF PAYMENT # 1 – RELATIVE TO THE
REDEVELOPMENT AND FINANCING
AGREEMENT BETWEEN THE VILLAGE
OF BARTLETT AND ELMHURST CHICAGO
STONE COMPANY**

Dear Todd:

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

- The **Developer Note # 6 Memorandum of Payment # 1** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$435,400.00** to reimburse itself for monies spent on the project for the period of **October 21, 2023**, through **December 5, 2023**
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

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

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

We have reviewed the certification for V3 Companies, Michels Construction, and Geneva Construction, stating that the work has been completed and materials are in place as indicated on the **Developer Note # 6 Memorandum of Payment # 1**. We have also included invoices from firms noted above for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies, Michels Construction, and Geneva Construction, that the work has been completed and materials are in place as indicated in the **Developer Note # 6 Memorandum of Payment # 1**, covered by the dates October 21, 2023, through December 5, 2023.

Please contact our office if there are any questions.

Bartlett Village Engineer

Robert Allen, PE

Robert Allen, PE

cc: Dan Dinges, P.E., Director of Public Works
Kurt Asprooth, Village Attorney



Agenda Item Executive Summary

Item Name Creation of Class A Liquor License-
Issa's Restaurant and Bar Committee
or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what
fund N/A

EXECUTIVE SUMMARY

Attached for your consideration is an Ordinance amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance. A new license in this class must be created before the license can be issued by the liquor commissioner.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 12/07/2023

Ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Ordinance 2023-____ an Ordinance Amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance

Staff: Samuel Hughes, Senior Management Analyst Date: 12/07/2023

ORDINANCE 2023-_____

AN ORDINANCE AMENDING SECTION 3-3-2-1: Class A OF THE BARTLETT LIQUOR CONTROL ORDINANCE

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

SECTION ONE: That Title 3, Section 3, The Bartlett Liquor Control Ordinance, as amended, is hereby further amended as follows:

SECTION TWO: That Title 3 Section 3-3-2-1: "A" Shall be amended to read as follows:

3-3-2-1:A NUMBER ISSUED: THE NUMBER OF CLASS A LICENSES SHALL BE LIMITED TO 23

SECTION THREE: SEVERABILITY

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

SECTION FOUR: REPEAL OF PRIOR ORDINANCES

All prior ordinances and resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE

This ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 19, 2023

APPROVED: December 19, 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 19, 2023 and approved on December 19, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: 12/19/2023
Re: Liquor License Creation Class A

Attached for your consideration is an ordinance amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance.

A new license in this class must be created before the license can be issued by the liquor commissioner.

Motion

I move to approve Ordinance 2023-____ an Ordinance Amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Sr. Management Analyst
Date: December 7, 2023
Re: Liquor License Creation Class H

Attached for your consideration is an ordinance amending Section 3-3-2-10: Class H 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 3-3-2-10: Class H of the Bartlett Liquor Control Ordinance.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 19, 2023

APPROVED: December 19, 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 19, 2023 and approved on December 19, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Renewal of Lease Agreement with Bartlett Park Committee
District at Kent Circle Water Tower or Board Board

BUDGET IMPACT

Amount:	N/A	Budgeted	N/A
List what fund	Water Enterprise Fund		

EXECUTIVE SUMMARY

The Village and Park District have a lease agreement for the area surrounding the Kent Circle Water Tower that expired on December 31, 2022. This renews the lease for ~20 years expiring on December 31, 2042.

We recommend renewing the lease agreement with the Bartlett Park District.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION:

I move the Village Board approve Resolution 2023 - _____, a Resolution Approving of the lease agreement between the Village of Bartlett and Bartlett Park District.

Staff: Dan Dinges, Director of Public Works

Date: 12/11/2021

PUBLIC WORKS MEMO



DATE: December 11, 2023

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Renewal of Lease Agreement with Bartlett Park District at Kent Circle Water Tower

The Village and Park District have a lease agreement for the area surrounding the Kent Circle Water Tower that expired on December 31, 2022. This renews the lease for ~20 years expiring on December 31, 2042.

We recommend renewing the lease agreement with the Bartlett Park District.

MOTION:

I move the Village Board approve Resolution 2023 - _____, a Resolution Approving of the lease agreement between the Village of Bartlett and Bartlett Park District.

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING OF THE LEASE AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND BARTLETT PARK DISTRICT**

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 Lease Agreement dated December 19, 2023, between the Village of Bartlett and Bartlett Park District (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 19, 2023

APPROVED: December 19, 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 Resolution 2023 - _____ enacted on December 19, 2023, and approved on December 19, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

LEASE AGREEMENT

This Lease Agreement (the "Agreement" or "Lease") is made and entered at Bartlett, Illinois on this ____ day of _____, 2023, by and between the Village of Bartlett, a home rule municipal corporation organized and existing under the laws of the State of Illinois, 228 South Main Street, Bartlett, Illinois, 60103 ("Landlord" or "Village") and the Bartlett Park District, an Illinois park district organized and existing under the laws of the State of Illinois, 696 West Stearns Road, Bartlett, Illinois, 60103 ("Tenant" or "Park District"). Landlord and Tenant are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Village and the Park District own adjoining land which is depicted on the Location Map entitled "Kent Circle Water Tower" attached hereto as **Exhibit 1** (the "Location Map"), wherein the Village owns the property outlined in red and designated as "Village Property" thereon, and the Park District owns the property commonly known as Apple Orchard Park which is depicted in light green and designated as "Park District Property" thereon;

WHEREAS, the Village Property is legally described on **Exhibit A**, and the Park District Property is legally described on **Exhibit B**;

WHEREAS, the Village and the Park District heretofore entered a Lease Agreement dated May 18, 2004 with a stated lease term that expired December 31, 2022 (the "Original Lease") but which continues as a month to month tenancy or tenancy at sufferance, whereby Village leases to the Park District that portion of the Village Property depicted on the Location Map with green diagonal hash marks and is designated thereon as the "Lease Area", which is legally described on **Exhibit C** under the heading "Legal Description of Lease Premises" and is referred to herein as the "Lease Premises"; and

WHEREAS, the Parties desire to enter into this new Lease Agreement with a new 20 +/- year term upon the terms and conditions herein.

In consideration of the matters set forth in the Recitals which are expressly incorporated herein, mutual covenants and agreements hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which is irrevocably acknowledged, the Parties do hereby agree as follows:

- 1. PREMISES LEASED; TERM.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Lease Premises, which is legally described on **Exhibit C** and is depicted and designated on the Location Map as the Lease Area, upon the terms and conditions set forth herein, for the term commencing as of December ____, 2023 and expiring December 31, 2042 ("Term").

The Parties shall have the option to renew this Lease for such additional periods of time and upon such terms and conditions as may be mutually agreeable to the Parties. The portion of

the Village Property bounded by the exterior surfaces of the fence surrounding the Village Water Tower and appurtenant facilities, which measures approximately 127 feet by 161 feet and is outlined by blue dashes and designated as the "Tower Site" on the Location Map, is expressly excluded from this Agreement and is not part of the Lease Premises.

Either Party shall have the option to cancel this Lease upon six (6) months prior written notice to the other Party with or without cause except that said termination shall not terminate either Party's Indemnification Obligations (hereinafter defined) for occurrences prior to said termination of either Party's Insurance Obligations (hereinafter defined) with respect to insurance coverage maintained on an "occurrence basis" for the Term through the termination date.

2. **RENT.** Tenant shall pay Landlord as rent for the Lease Premises the sum of TEN DOLLARS (\$10.00) in advance at Landlord's address stated above or such other address as Landlord may designate in writing.
3. **CONDITION AND UPKEEP OF PREMISES.** Tenant will keep the Lease Premises, including the lawn and landscaping in a neat, clean, and healthful condition during the Term of this Agreement at Tenant's expense, and upon the termination of this Agreement for any reason, will yield up the Lease Premises to Landlord in good condition, reasonable wear and tear excepted.
4. **PERMITTED USES, IMPROVEMENTS, TENANT'S RIGHTS UPON TERMINATION.** Tenant will be permitted to use the Lease Premises for its active and passive recreational programs and activities. Tenant will not sublet the Lease Premises or any part thereof, nor assign this Lease without in each case the written consent of the Landlord first had, which consent shall be at the sole and absolute discretion of the Landlord, and Tenant will not permit any transfer by operation of law of its interest in the Lease Premises acquired through this Lease, and will not permit the Lease Premises to be used for any unlawful purpose. Tenant shall have the right to improve the Lease Premises subject to the prior written approval of Landlord, including, without limitation, grading, landscaping and drainage, the installation of walks and picnic tables. Upon termination of this Lease, Tenant shall have the right to remove any picnic tables installed by Tenant. Tenant shall restore the surface of any portion of the Lease Premises from which such equipment is removed in a reasonably good and workmanlike manner at Tenant's sole cost.
5. **INDEMNITY FOR ACCIDENTS.** Tenant covenants and agrees that to the fullest extent permitted by law it will defend, protect, hold and save and keep the Landlord, its Village President and Village Trustees, officials, officers and employees forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances relating to the Lease Premises occasioned by the neglect of Tenant or those holding under Tenant. Tenant will at all times defend, protect, indemnify and hold, save and keep harmless the Landlord, its Village President, Village Trustees, officials, officers and employees against and from any and all loss, cost, damage or expense, arising out of or from any use of the Lease Premises by Tenant or Tenant's elected and appointed officials, employees, agents or volunteers on or about the Lease Premises, causing injury to

any person or property whomsoever or whatsoever except to the extent attributable to a party or parties indemnified hereunder or anyone for whose acts any of them may be liable, and will defend, protect, indemnify and hold, save and keep harmless the Landlord, its Village President, Village Trustees, officials, officers and employees against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions of this Agreement ("Tenant's Indemnification Obligations"). Notwithstanding the foregoing Tenant's Indemnification Obligations, Tenant shall have no duty to indemnify Landlord and no liability to Landlord or third parties for any loss, damages, claims, causes of action, penalties, damages or charges arising from damage, collapse, failure, repair, maintenance, or disrepair of the Village Water Tower or the other improvements on the Tower Site, unless such damage, collapse, failure, repair, maintenance, or disrepair is attributable to the active negligence of Tenant, its elected or appointed officials, employees, agents or volunteers, or the negligence of any of Tenant's contractors, subcontractors of any tier, and/or agents. Tenant's obligations to indemnify, defend, save, and hold harmless the Landlord shall survive the termination of this Agreement.

6. **INSURANCE.** During the Term of this Agreement and any extension or renewal thereof, Tenant agrees to maintain, at its own cost and expense the following types of insurance policies and the minimum limits of insurance coverage (hereinafter "Tenant's Insurance Obligations"):
 - a) Worker's Compensation and Employer's Liability Insurance, in accordance with all applicable state and federal laws, and endorsed specifically to include the following:
 1. Employer's Liability, including Occupational Disease, subject to a limit of liability of not less than \$1,000,000 per accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - b) Commercial General Liability ("CGL") Insurance, with combined single liability limits for bodily injury and property damage of not less than \$2,000,000.00 per occurrence. Such insurance shall include the following:
 1. Contractual Liability, insuring the indemnity agreements contained in this Agreement.
 2. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, administration of the work, independent contractors, subcontractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - i. Insurance in subparagraph b) shall include Landlord and its officials, officers, and employees as Additional Insureds (the "Additional Insureds") and such coverage shall be primary (as opposed to excess) and non-contributing to all other insurance covering the Additional Insureds, or any of them, and shall not require exhaustion

of any other coverage or tender of any claim or action to any other Insured providing coverage to the Additional Insureds, or any of them.

- ii. Tenant is a member of the Park District Risk Management Agency (PDRMA), a joint risk management pool of park and forest preserve districts and special recreation associations. Landlord acknowledges that PDRMA does not have an A.M. Best rating. Tenant agrees that any insurer providing insurance for any of Tenant's contractors performing any work or operations on the Lease Premises shall have an A.M. Best rating of at least A-VIII and shall maintain such types of coverages in amounts not less than that required by Tenant hereunder.
 - iii. Prior to the execution of this Agreement, Tenant shall furnish a certificate of insurance (or renewal certificate) in a form satisfactory to Landlord, evidencing insurance coverage as indicated above. Tenant will endeavor to include on such certificate or certificates a statement by the insurer that it will give Landlord written notice at least (30) days prior to the termination of, or any reduction in, any of the insurance required by this Agreement, by certified mail, return receipt requested. Tenant agrees that, if Tenant does not keep such insurance in full force and effect, it will not relieve Tenant of the obligations under the terms and conditions of this paragraph.
7. **HOLDING OVER.** Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession of the Lease Premises to Landlord.
 8. **FIRE HAZARD.** There shall not be allowed, kept, or used on the Lease Premises any inflammable or explosive liquids or materials, including fireworks, without the Landlord's prior written approval.
 9. **DISCLAIMER.** Tenant expressly acknowledges that Landlord makes no representations or warranties, express or implied, as to the adequacy, fitness or condition of the Lease Premises for the purposes set forth herein, or for any other purpose or use, express or implied, by the Tenant. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. Tenant accepts use of the Lease Premises and the improvements thereon, "AS-IS" and "WITH ALL FAULTS". Tenant acknowledges that it has inspected the Lease Premises and has satisfied itself as to the adequacy, fitness and condition thereof.
 10. **DEFAULT.** In the event of breach or default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity to enforce its rights under this Agreement, including the right to reimbursement for reasonable attorney's fees. Notwithstanding any provision herein to the contrary, in the event Landlord terminates this Agreement in order to use the Lease Premises for municipal purposes, Tenant's sole remedy shall be the return of any pre-paid rent. In no event shall either Party be liable to other Party for any consequential, incidental, special, and/or indirect damages or losses (in contract or tort), including but not limited to any lost revenues or savings in connection with this Agreement and/or any breach and/or default by Tenant hereunder.

11. **REAL ESTATE TAXES.** Tenant acknowledges that the Lease Premises are currently exempt from all taxes, including, but not limited to, real estate taxes. The Parties intend that the Lease Premises remain exempt from real estate and/or leasehold taxes, and that no such taxes should be assessed as a result of the lease granted hereunder. In the event, however, (a) this Agreement or any of the rights granted under this Agreement relative to the Lease Premises, (b) any sub-lease agreement or other grant of use or assignment of the Lease Premises by Tenant and/or (c) the use and/or operations of Tenant on the Lease Premises or any of its sub-lessees and/or assignees, results in a full or partial loss of such real estate tax exemption or in the assessment of real estate taxes and/or a tax on any leasehold and/or sub-leasehold interest, then Tenant agrees to pay Landlord the amount of any such tax, but reserves the right to appeal such assessment, prior to the due date therefor for each tax year this Agreement remains in effect, including any and all extensions and/or renewals thereof. Tenant shall have the right to terminate this Lease upon ten (10) days' prior written notice in the event of a full or partial loss of the real estate tax exemption.
12. **USE OF PREMISES.**
- a) Tenant specifically agrees not to use the Lease Premises, or any part thereof, for any unlawful and/or immoral purpose and/or business.
 - b) Tenant covenants and agrees not to maintain any nuisance in the Lease Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of the Lease Premises.
 - c) Tenant covenants and agrees to keep the Lease Premises in a clean, safe, and sanitary condition in accordance with all applicable local state, and federal laws, ordinances, statutes, codes and regulations.
 - d) Tenant covenants and agrees that it shall abide by any and all applicable, local, state, and federal laws, ordinances, statutes and regulations which regulate or control the Tenant's use of the Lease Premises.
13. **ACCESS.** Nothing in this Agreement shall restrict access to the Lease Premises by the employees, officers, officials, or agents of Landlord.
14. **SECURITY.** Tenant assumes and exercises full responsibility for the security of the Lease Premises during Tenant activities. Tenant shall provide security for the Lease Premises in the manner and to the extent it deems necessary, at its expense, provided that access by the Landlord is assured and not unreasonably restricted according to the provisions contained herein. This paragraph is inserted solely for the benefit of the contracting parties, and is not intended to establish, impose, or acknowledge any duty to provide security as to third parties. Tenant shall have no responsibility whatsoever for the security of the Tower Site, the fence surrounding the Tower Site, the area inside said fence, or any fixtures or improvements related to the water tower or the Tower Site.
15. **SUPERVISION.** Tenant assumes and exercises full responsibility for the supervision of its employees, invitees, members, volunteers, agents and assigns during the Term of this

Agreement and for activities and uses of the Lease Premises during the Term of this Agreement and any renewal thereof. The Parties agree that Landlord has no duty to supervise any person or activity in connection with Tenant's use of the Lease Premises, and Tenant has no duty to supervise any person or activity in connection with Landlord's use of the Lease Premises. This paragraph is inserted solely for the benefit of the contracting parties, and is not intended to establish, impose, or acknowledge any duty to supervise as to third parties.

16. **NOTICES.** All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 16. The address of any Party may be changed by written notice to the other Party. Any notice personally delivered will be deemed to have been given on the date of delivery, mailed notice will be deemed to have been given on the third day after same has been deposited in the U.S. mail and any notice given by overnight courier will be deemed to have been given within 24 hours after deposit with such carrier. Notices and communications to the Parties must be addressed to, and delivered at, the following addresses:

Notice to the Park District: Bartlett Park District
696 Stearns Road
Bartlett, Illinois 60053
Attention: Executive Director

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

17. **NO THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

18. **MISCELLANEOUS.**

- a) Wherever in this instrument masculine pronouns are used, or words indicating the singular number appear, such words shall be construed as if feminine or neuter pronouns or words indicating the plural number had been used, where the context indicates the propriety of such use.
- b) This Agreement and all covenants and agreements herein contained shall be binding upon, apply, and inure to the benefit of each Party's respective successors, assigns and legal representatives.

- c) The Parties agree that no change or modification to this Agreement, its exhibits or attachments shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement.
- d) This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois and any action to enforce this Agreement may be brought in the Circuit Court of DuPage County, Illinois.
- e) No provision, obligation, term and/or condition herein shall be construed or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privileges and/or immunities of Landlord and/or Tenant, as to any claim, cause and/or cause of action of any kind or nature whatsoever by any person or entity not a party to this Agreement.
- f) This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. This Agreement may be modified, amended or annulled only by the written agreement of the Park District and the Village.
- g) Captions and paragraph headings are for convenience only, are not a part of this Agreement, and shall not be used in construing it.
- h) If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render the remainder of this Agreement invalid or unenforceable, not shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the date first above written.

BARTLETT PARK DISTRICT

VILLAGE OF BARTLETT

By: _____
Diana Gunsteen, President
Board of Park Commissioners
Bartlett Park District
Bartlett, Illinois

By: _____
Kevin Wallace, Village President
Village of Bartlett
Bartlett, Illinois

ATTEST:

ATTEST:

Rita Fletcher, Board Secretary
Board of Park Commissioners
Bartlett Park District
Bartlett, Illinois

Lorna Giles, Village Clerk
Village of Bartlett
Bartlett, Illinois

PARK DISTRICT ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

This instrument was acknowledged before me on _____, 2023, by Diana Gunsteen, President of the Bartlett Park District Board of Commissioners and Rita Fletcher, Secretary of the Bartlett Park District Board of Commissioners known to me to be the persons whose names are subscribed to the foregoing instrument and who did acknowledge that the park district executed the above instrument, duly authorized, voluntarily and as their free act and deed as the President and Secretary of the BARTLETT PARK DISTRICT, an Illinois park district.

Signature of Notary

SEAL

My Commission expires:

VILLAGE ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

This instrument was acknowledged before me on _____, 2023, by Kevin Wallace, Village President, Village of Bartlett, Illinois, and Lorna Giless, Village Clerk, Village of Bartlett, Illinois, known to me to be the persons whose names are subscribed to the foregoing instrument and who did acknowledge that the corporation executed the above instrument, duly authorized, voluntarily and as their free act and deed as the Village President and Village Clerk of the Village of Morton Grove.

Signature of Notary

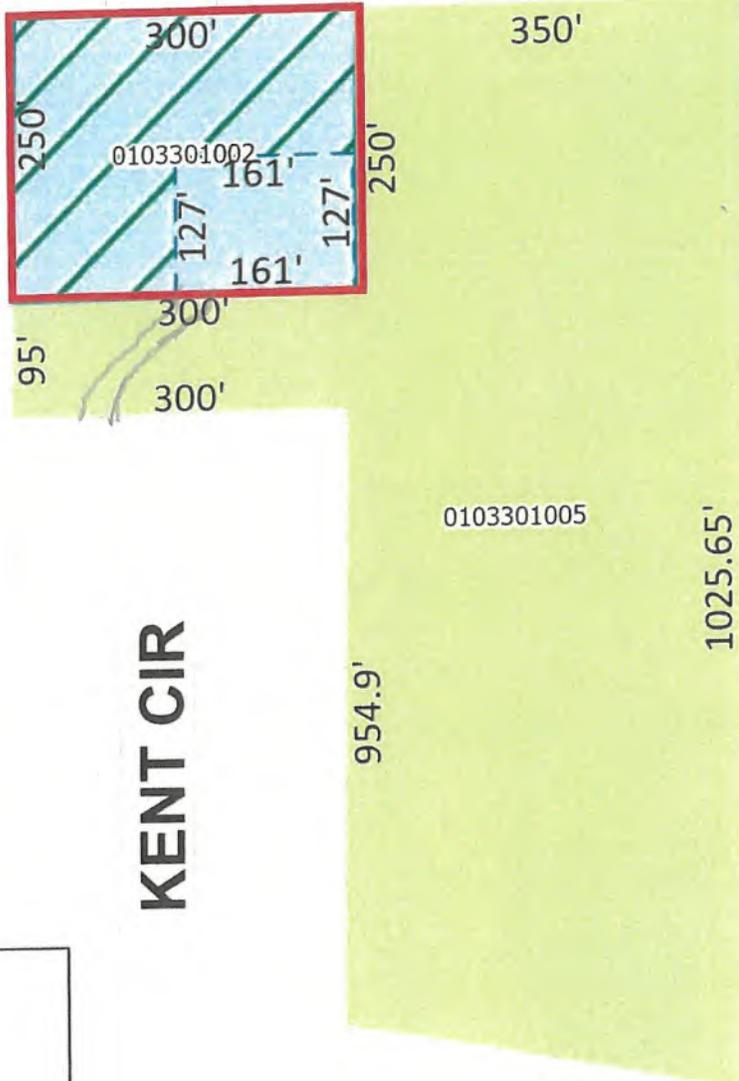
SEAL

My Commission expires:

LEASE AGREEMENT

INDEX OF EXHIBITS

Location Map Kent Circle Water Tower 2023	Exhibit 1
Legal Description of the Village Property	Exhibit A
Legal Description of the Park District Property	Exhibit B
Legal Description of Lease Premises	Exhibit C



KENT CIR

W STEARNS RD

Legend

-  Lease Area
-  Tower Site
-  Village Property
-  Park District Property



Location Map

Kent Circle
Water Tower

2023



EXHIBIT

1

tabbles

EXHIBIT A

LEGAL DESCRIPTION OF THE VILLAGE PROPERTY

THE WEST 300 FEET OF THE EAST 650 FEET OF THE NORTH 250 FEET, EXCEPTING THEREFROM THE SOUTH 127 FEET OF THE EAST 161 FEET, OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION OF THE PARK DISTRICT PROPERTY

THE SOUTH 95.00 FEET OF THE NORTH 345.00 FEET OF THE WEST 300.00 FEET OF THE EAST 650.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,

AND

THE EAST 350.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTERLINE OF STEARNS ROAD AS SHOWN ON DOCUMENT NO. 62-27629, ALL SITUATED IN DUPAGE COUNTY, ILLINOIS AND CONTAINING IN ALL 8.59 ACRES MORE OR LESS.

EXHIBIT C

LEGAL DESCRIPTION OF THE LEASE PREMISES

THE WEST 300 FEET OF THE EAST 650 FEET OF THE NORTH 250 FEET, EXCEPTING THEREFROM THE SOUTH 127 FEET OF THE EAST 161 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9, EAST TO THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



Agenda Item Executive Summary

Item Name Permanent Easement Agreement with Bartlett
Park District at Kent Circle Water Tower Committee
or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund Water Enterprise Fund

EXECUTIVE SUMMARY

The Village and Park District have a lease agreement for the area surrounding the Kent Circle Water Tower that expired on December 31, 2022 which is currently being renewed. However, the driveway that leads to the Kent Circle Water Tower is actually located on Park District property so we are seeking a permanent easement to secure access to the water tower site.

We recommend the permanent easement agreement with the Bartlett Park District.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution**
- Ordinance
- Motion

MOTION:

I move the Village Board approve Resolution 2023 - _____, a Resolution Approving of the permanent easement agreement between the Village of Bartlett and Bartlett Park District.

Staff: Dan Dinges, Director of Public Works

Date: 12/11/2021

PUBLIC WORKS MEMO



DATE: December 11, 2023

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Permanent Easement Agreement with Bartlett Park District at Kent Circle
Water Tower

The Village and Park District have a lease agreement for the area surrounding the Kent Circle Water Tower that expired on December 31, 2022 which is currently being renewed. However, the driveway that leads to the Kent Circle Water Tower is actually located on Park District property so we are seeking a permanent easement to secure access to the water tower site.

We recommend the permanent easement agreement with the Bartlett Park District.

MOTION:

I move the Village Board approve Resolution 2023 - _____, a Resolution Approving of the permanent easement agreement between the Village of Bartlett and Bartlett Park District.

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING OF THE PERMANENT EASEMENT AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND BARTLETT PARK DISTRICT**

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 Permanent Easement Agreement dated December 19, 2023, between the Village of Bartlett and Bartlett Park District (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 19, 2023

APPROVED: December 19, 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 Resolution 2023 - _____ enacted on December 19, 2023, and approved on December 19, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

PINs: 01-03-301-005
01-03-301-002

PREPARED BY & RETURN TO:
Kurt S. Asprooth
Ancel Glink, P.C.
140 South Dearborn Street, Suite 600
Chicago, Illinois 60603

[Above space reserved for recorder]

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (“*Agreement*”) is made and entered into on this _____ day of _____, 2023, by and between the **Bartlett Park District**, an Illinois park district (the “*Park District*” or “*Grantor*”) and the **Village of Bartlett**, an Illinois home rule municipal corporation (the “*Village*” or “*Grantee*”). The Village and Park District are at times referred to herein individually as “*Party*” and jointly as “*Parties*.”

W I T N E S S E T H:

WHEREAS, the Park District owns that certain real property commonly referred to as Apple Orchard Park located in Bartlett, Illinois, identified by Permanent Index Number 01-03-301-005, and legally described on Exhibit A, attached hereto and incorporated herein by this reference (“*Park Property*”); and

WHEREAS, the Village owns certain property located immediately north and west of the Park Property, identified by Permanent Index Number 01-03-301-002 and legally described on Exhibit B, attached hereto and incorporated herein by this reference (“*Water Tower Property*”); and

WHEREAS, the Park Property and the Water Tower Property are depicted on the Location Map entitled “Kent Circle Water Tower” attached hereto as Exhibit C, wherein the Water Tower Property is colored blue, outlined in red, and designated as “Village Property” thereon, and the Park Property is depicted in light green and designated as “Park District Property” thereon; and

WHEREAS, the Water Tower Property is the site of a Village operated water tower, commonly referred to as the Kent Circle Water Tower (“*Water Tower*”); and

WHEREAS, for at least 20 years, and through present, the Village has accessed the Water Tower Property to and from the adjacent Kent Circle right-of-way via an existing asphalt driveway that traverses that portion of the Park District Property that lies south of the Water Tower Property

("Access Road"), which could ripen into a prescriptive easement unless the Parties enter into an express easement agreement; and

WHEREAS, the Village has entered into, and is presently a party to, various license agreements with telecommunications carriers ("**Telecommunications Licensees**") that have installed cell antennas upon the Water Tower and ancillary equipment upon the Water Tower Property; and

WHEREAS, the Village wishes to continue to utilize the existing Access Road to access the Water Tower Property for the continued operation, maintenance, and repair of the Water Tower and other improvements on the Water Tower Property, and to allow the Telecommunications Licensees to continue to use the Access Road only for purposes of accessing the Water Tower Property for the continued operation, maintenance, and repair of the installed cell antennas upon the Water Tower and ancillary equipment upon the Water Tower Property; and

WHEREAS, the Park District wishes to grant the Village a permanent easement over the Access Road, subject to the conditions and terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten and no/100 (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated into and made a Part of this Agreement by this reference.

2. Park District Grant of Access Easement. The Park District hereby grants, declares, gives, and conveys to the Village and the Village's contractors, agents, employees, representatives, successors, transferees, invitees, designees, licensees, and assigns, a non-exclusive, irrevocable, perpetual easement ("**Permanent Easement**") for ingress and egress in, upon, across, over, and through that portion of the Park District Property where the existing asphalt driveway is located, as described and depicted on Exhibit D as the "Access Road Easement" ("**Access Road Easement**") for the purpose of providing access for persons, vehicles, and equipment between the Water Tower Property and the Kent Circle Right-of-Way.

3. Use of the Access Road Easement by the Park District. The Park District reserves all such rights to use and occupy the Access Road Easement provided, however, that the Park District's use and occupation of the Access Road Easement shall not materially interfere with any rights granted to the Village under this Agreement.

4. Access Road Easement Maintenance. The Parties acknowledge that the Park District will have no responsibility for the maintenance of the Access Road Easement and the Village will hold the Park District harmless from and against any and all claims arising from failure to maintain the Access Road Easement. The Village may maintain and repair the Access Road Easement, but will not commence any maintenance activities on the Access Road Easement without first obtaining the prior written consent of the Park District, which will not be unreasonably withheld.

5. No Representations or Warranties. The Village expressly acknowledges that the Park District makes no representations or warranties, express or implied, as to the adequacy, fitness or condition of the Access Road Easement for the purposes set forth herein, or for any other purpose or use, express or implied, by the Village. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. The Village accepts use of the Access Road Easement and any improvements thereon "AS-IS," "WHERE-IS," and "WITH ALL FAULTS". The Village acknowledges that it has inspected the Access Road Easement and has satisfied itself as to the adequacy, fitness and condition thereof.

6. No Placement of Obstructions. The Park District shall not place or erect any temporary or permanent buildings, structures, or obstructions on or over the Access Road Easement in such manner as to materially impair the Village's rights under this Agreement.

7. Indemnity. The Village hereby indemnifies, defends, saves, keeps and holds the Park District, its elected and appointed officials, officers, employees, agents and volunteers, and all other persons or entities acting at the direction of the Park District, harmless from and against any and all liabilities, claims, losses, costs, damages or expenses or demands for personal injury or property damage arising out of or caused by any negligent act or omission of the Village, any of the Village's contractors, subcontractors, employees, agents, and licensees, including the Telecommunications Licensees, arising from the exercise or use of any of the rights granted under this Agreement except to the extent attributable to a party or parties indemnified hereunder, or anyone for whose acts any of them may be liable, and will defend, protect, indemnify and hold, save and keep harmless the Park District, its elected and appointed officials, officers, employees, agents and volunteers, and all other persons or entities acting at the direction of the Park District, against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of the Village in any respect to comply with and perform all the requirements and provisions of this Agreement ("Village's Indemnification Obligations"). The Village's Indemnification Obligations shall survive the expiration or termination of this Agreement.

8. Insurance. The Village shall maintain, and shall cause any contractor hired by the Village to perform any work on the Access Road Easement or the Water Tower Property to maintain Commercial General Liability ("CGL") Insurance, with combined single liability limits for bodily injury and property damage of not less than \$2,000,000.00 per occurrence with reputable companies as are reasonably accepted by the Park District and/or the risk management association of which the Park District is a member, to protect the Park District and Village against claims arising directly or indirectly out of or in connection with the use of the Access Road Easement or the rights granted under this Agreement. The Village is a member of the Intergovernmental Risk Management Agency ("IRMA"), a joint risk management pool of municipalities and other governmental entities and associations. The Village shall name, and shall cause any contractor hired by the Village to perform any work on the Access Road Easement or the Water Tower Property, to name the Park District, its elected and appointed officials, officers, employees, agents, and volunteers as additional insureds and, prior to commencing any use of the Access Road Easement, shall provide to the Park District a copy of a Certificate of Insurance evidencing the same. The Village agrees that any insurer providing insurance for any of the Village's contractors

performing any work or operations on the Water Tower Access Easement Area shall have an A.M. Best rating of at least A-VIII and shall maintain such types of coverages not less than required by the Park District hereunder. If the Village grants any new license to a telecommunications carrier for the use of the Water Tower Property that includes rights of ingress and egress through the Access Road Easement, or renews or extends any existing license with such rights, the Village will require any such telecommunications carrier to maintain the insurance required under this Section 8, to name the Park District as an additional insured, and provide the Park District with a Certificate of Insurance evidencing the same.

9. Binding Effect. This Agreement and its terms, including, without limitation, the Permanent Easement, are intended to be and will be construed as covenants running with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs, and assigns. This Agreement will be recorded against the Park Property and the Water Tower Property.

10. Amendment. The Parties agree that no change or modification to this Agreement, its exhibits, or attachments shall be of any force or effect unless such amendment is dated, reduced to writing, expressed by both parties, and attached to and made a part of this Agreement.

11. Severability. In the event that any portion of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such finding as to that portion shall not affect the validity, legality, or enforceability of the remaining portions of the Agreement.

12. Governing Law, Venue. This Agreement shall be governed by the laws of the State of Illinois. Venue for all disputes arising under this Agreement shall lie exclusively in a court of competent jurisdiction located in DuPage County, Illinois.

13. Authority. All of the individuals signing this Agreement represent that they have the full legal power, right, and actual authority to bind their respective Parties to the terms and conditions hereof.

14. Term. This Agreement shall continue for a perpetual term. If any of the rights or restrictions imposed by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until 21 years after the death of the survivor of the now living descendants of the current Governor of the State of Illinois as of the date of this Agreement.

15. Notices. Any notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 15. The address of either Party may be changed by written notice to the other Party. Any notice personally delivered will be deemed to have been given on the date of delivery; mailed notice will be deemed to have been given on the third day after the same has been deposited in the U.S. Mail; and any notice given by overnight courier will be deemed to have been given within 24 hours after deposit with such carrier. Notices and communications to the Parties must be addressed to, and delivered at, the following addresses:

Notice to the Park District: Bartlett Park District
696 Stearns Road
Bartlett, Illinois 60053
Attention: Executive Director

With a copy to: Robbins Schwartz
550 Warrenville Road, Suite 460
Lisle, Illinois 60532
Attention : Steven B. Adams
Nicole L. Karas

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

With a copy to : Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, IL 60603
Attention: Kurt S. Asprooth

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

17. Recording. The Village shall cause this Agreement to be recorded at its sole expense with the DuPage County, Illinois, Recorder of Deeds.

18. Effective Date. The Effective Date of this Agreement shall be the last date on which either Party executes this Agreement.

19. Entire Agreement. This Agreement, including all exhibits, constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the matters addressed in this Agreement.

20. Headings/Exhibits. The Article headings provided in this Agreement are for convenience only, and shall in no way define or limit the scope or contents of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an exhibit in this Agreement shall be deemed to incorporate by reference that exhibit into this Agreement such that it is an integral part of this Agreement.

21. Interpretation. This Agreement should be construed without regard to who drafted the various provisions of this Agreement. Each and every provision of this Agreement should be construed as though the Grantor and Grantee participated equally in the drafting of this Agreement.

Any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

22. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

23. Relationship Between Parties. Nothing contained in this Agreement shall be deemed or construed to create any relationship of principal or agent, or of limited or general partnership, or of joint venture, or of any association by and between the Park District and the Village.

24. Exceptions. The easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey and rights of any parties which would be revealed by a physical inspection of the Park Property.

IN WITNESS WHEREOF, the Parties have executed this Permanent Easement Agreement as of the date(s) set forth below:

BARTLETT PARK DISTRICT

Name:
Title:
Date:

VILLAGE OF BARTLETT

Name:
Title:
Date:

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me by the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he signed, sealed, and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary's seal this ____ day of _____, 2023.

SEAL

NOTARY PUBLIC

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me by the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he signed, sealed, and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary's seal this ____ day of _____, 2023.

SEAL

NOTARY PUBLIC

EXHIBIT A

Legal Description of the Park Property

THE SOUTH 95.00 FEET OF THE NORTH 345.00 FEET OF THE WEST 300.00 FEET OF THE EAST 650.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN,

AND

THE EAST 350.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTERLINE OF STEARNS ROAD AS SHOWN ON DOCUMENT NO. 62-27629, ALL SITUATED IN DUPAGE COUNTY, ILLINOIS AND CONTAINING IN ALL 8.59 ACRES MORE OR LESS.

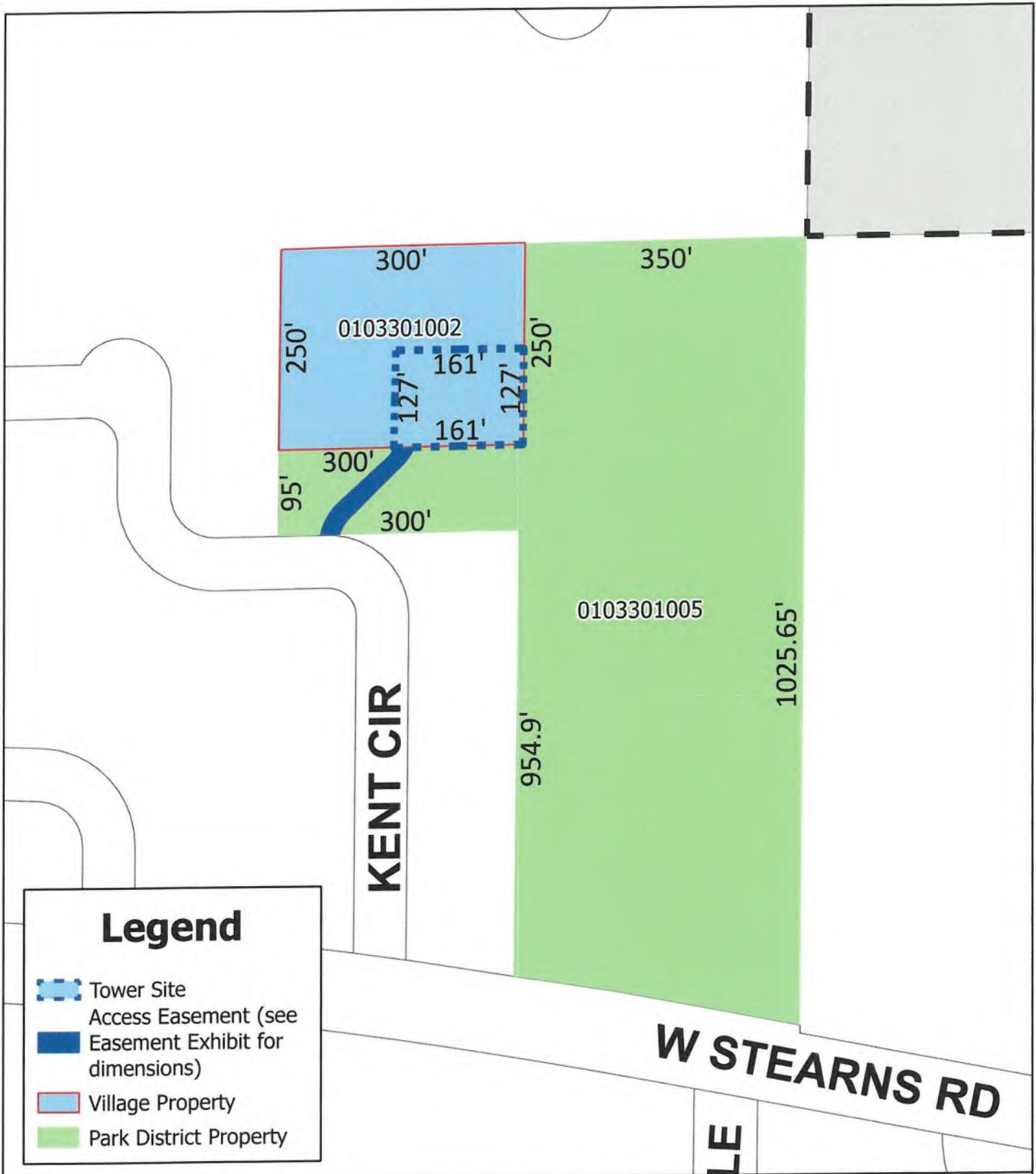
EXHIBIT B

Legal Description of the Water Tower Property

THE WEST 300 FEET OF THE EAST 650 FEET OF THE NORTH 250 FEET, EXCEPTING THEREFROM THE SOUTH 127 FEET OF THE EAST 161 FEET, OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT C

Location Map



Legend

-  Tower Site
-  Access Easement (see Easement Exhibit for dimensions)
-  Village Property
-  Park District Property



Location Map

Kent Circle
Water Tower

2023



EXHIBIT D

Access Road Easement

EASEMENT EXHIBIT

EASEMENT DESCRIPTION

LICENSE FOR EGRESS AND EGRESS

THAT PART OF THE NORTH 345.0 FT. OF THE WEST 303.0 FT. OF THE EAST 90.0 FT. OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION THREE, TOWNSHIP FORTY NORTH, RANGE ONE, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION SOUTH LINE OF THE NORTH 345.0 FT. OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION THREE WITH THE WEST LINE OF THE EAST 90.0 FT. OF THE SOUTHWEST QUARTER OF SAID SECTION THREE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT EIGHTEEN IN EDGEWOOD ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1990 AS DOCUMENT NO. RVA15224; THENCE NORTH 89 DEGREES 07 MINUTES 05 SECONDS EAST, BEING 411 ASSURED BEARINGS ON THE SOUTH LINE OF THE NORTH 345.0 FT. OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION THREE, SAID LINE ALSO BEING THE NORTH LINE OF KENT CIRCLE, A DISTANCE OF 51.84 FT. TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY 10.31 FT. ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 48.62 FT. WITH A CHORD BEARING OF NORTH 22 DEGREES 58 MINUTES 48 SECONDS EAST AND A CHORD DISTANCE OF 34.22 FT.; THENCE NORTH 48 DEGREES 18 MINUTES 00 SECONDS EAST, A DISTANCE OF 80.01 FT. TO A POINT ON CURVE; THENCE NORTHEASTERLY 30.51 FT. ON THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 59.0 FT. WITH A CHORD BEARING OF NORTH 38 DEGREES 39 MINUTES 42 SECONDS EAST AND A CHORD DISTANCE OF 20.37 FT.; THENCE NORTH 89 DEGREES 07 MINUTES 05 SECONDS EAST, A DISTANCE OF 20.51 FT.; THENCE SOUTHWESTERLY, A DISTANCE OF 42.38 FT. ON A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 80.01 FT. HAVING A CHORD BEARING OF SOUTH 33 DEGREES 06 MINUTES 45 SECONDS WEST AND A CHORD DISTANCE OF 26.73 FT.; THENCE SOUTH 48 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 13.90 FT. TO A POINT ON CURVE; THENCE SOUTHWESTERLY, 13.90 FT. ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 15.88 FT. WITH A CHORD BEARING OF SOUTH 21 DEGREES 45 MINUTES 00 SECONDS WEST AND A CHORD DISTANCE OF 15.88 FT. TO THE NORTH LINE OF THE AFORESAID KENT CIRCLE; THENCE SOUTH 89 DEGREES 07 MINUTES 05 SECONDS WEST, ON THE NORTH LINE OF SAID KENT CIRCLE, A DISTANCE OF 26.73 FT. TO THE POINT OF BEGINNING, ALL IN DUFAPE COUNTY, ILLINOIS.

CURVE DATA

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
ONE	15.00	13.90	13.40	SOUTH 21°-45'-45" WEST
TWO	75.00	42.38	41.82	SOUTH 33°-06'-45" WEST
THREE	10.00	20.51	20.37	NORTH 38°-37'-45" EAST
FOUR	40.00	35.36	34.72	NORTH 22°-58'-45" EAST

PIN NO.: 01-03-301-002-0000
PIN NO.: 01-03-301-005-0000

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS :
COUNTY OF DUFAPE : 33

THIS IS TO CERTIFY THAT I, PAUL H. MARCHESE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR (ISSUANCE NO. 035-000461), HAVE SURVEYED AND PREPARED THE ATTACHED GARMENT EXHIBIT IN THE VILLAGE OF BARTLETT, ILLINOIS FROM THE RECORDS AND FROM THE PROPERTY DESCRIPTION SHOWN ABOVE.

GIVEN UNDER MY HAND AND SEAL AT ROSELLE, ILLINOIS
THIS 5TH DAY OF DECEMBER, 2022

Paul H. Marchese
PAUL H. MARCHESE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-000461
MY CURRENT LICENSE EXPIRES ON NOVEMBER 30, 2024



PAUL H. MARCHESE
10 MICHIGAN DRIVE
ROSELLE, ILLINOIS 60172
(630) 954-0090

SHEET: 1 OF 1

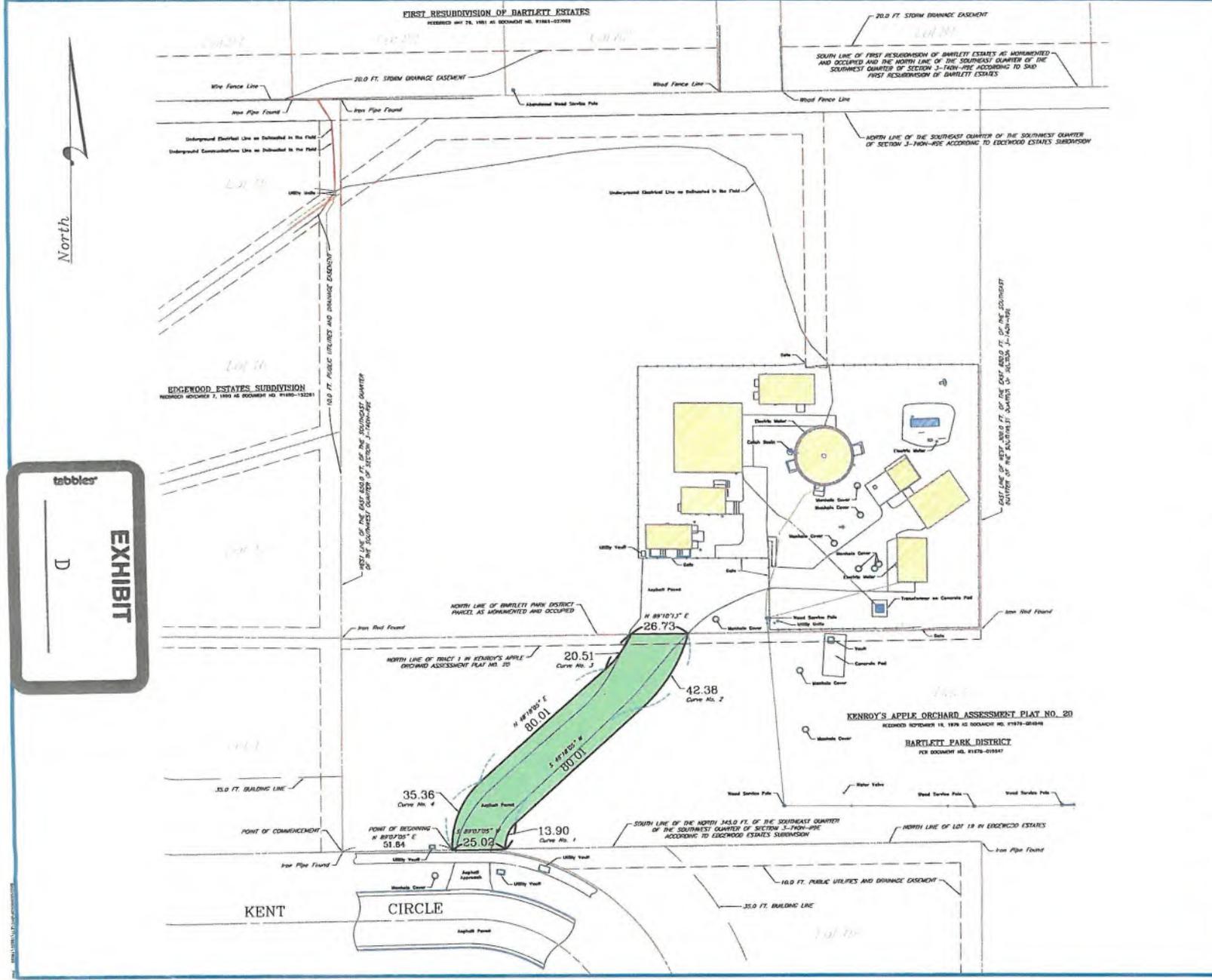
SCALE: ONE INCH = TWENTY FEET

ORDER NO.: 22-16899

ORDERED BY: BRYAN E. MRAZ
FOR THE VILLAGE OF BARTLETT

COMPARE ALL POINT BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR CONTRACT, DEED, TITLE INSURANCE POLICY AND ZONING ORDINANCE. BASIS OF BEARINGS SHOWN HEREON HAVE BEEN ASSURED.

EASEMENT EXHIBIT
Prepared by
MARCHESE AND SONS, Inc.
land - marine - construction surveys
10 Vermont Drive
Roselle, Illinois 60172
Phone: (630) 954-3690
FAX: (630) 954-8869



tabbles
EXHIBIT
D



Agenda Item Executive Summary

Item Name Community Solar Agreement with Sustainergy Committee or Board Board

BUDGET IMPACT

Amount: ~\$7,000 Savings/year

Budgeted

N/A

List what fund

Enterprise Funds (Water & Sewer)

EXECUTIVE SUMMARY

Our energy consultant, Satori Energy, brought a community solar project to our attention that is available for our large account at 1150 Bittersweet (Water & Sewer Facilities). The agreement requires a 20 term with a 5% discount on solar credits. This is estimated to save the Village \$7,000 - \$8,000 per year or ~\$150,000 over the course of the agreement.

We recommend entering into the agreement, pending Village Attorney review, with Sustainergy.

ATTACHMENTS (PLEASE LIST)

Satori Energy Memo, Resolution

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION:

I move the Village Board approve Resolution 2023 - _____, a Resolution Approving of the community solar project agreement between the Village of Bartlett and Sustainergy.

Staff: Dan Dinges, Director of Public Works

Date: 12/11/2021



Re: Anchor Tenant for Community Solar Project

Satori Energy is the energy consultant for the Village of Bartlett. In addition to recommending electric and natural gas contracts, we also advise on other money-saving measures. Recently, the village enrolled in community solar subscriptions for all small accounts. This is currently saving the village about \$7,200 annually.

Now there's an opportunity to enroll the largest village account at 1150 Bittersweet in community solar as an anchor tenant of a community solar installation with Sustainergy Energy. Anchor tenants are larger users who take up about 40% of a community solar project's space. The rest is saved for small commercial or residential customers. There is only one anchor subscriber per project.

Because the anchor tenant is the main financier, the terms are longer with little room for early termination (without a penalty), and credit approval is stricter.

- Sustainergy's term is 20 years and the early termination fee *will be larger* than the amount Bartlett would end up saving
- Being a municipality, the credit should not prove an issue.

In return for this, Bartlett will receive a 5% discount on the solar credits. This amounts to \$7,000-8,000 per year or over \$150,000 over the course of the term. With this agreement, the village's total savings annually from both community solar contracts will be just under \$15,000.

Sustainergy will be releasing an agreement presently.

We look forward to working with Bartlett further on this opportunity.

Thank you for your attention to this matter.

Sincerely,

Mollie VanderLaan
Senior Consultant

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING OF THE COMMUNITY SOLAR PROJECT
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SUSTAINERGY**

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 Village Administrator is hereby authorized to enter into a Community Solar Project Agreement with Sustainergy for a 20-year term with a 5% discount on solar credits for the Village's account at 1150 Bittersweet, in form as approved by the Village Attorney.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 19, 2023

APPROVED: December 19, 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 Resolution 2023 - _____ enacted on December 19, 2023, and approved on December 19, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name WWTP Influent Pumps Purchase Award and Agreement Committee or Board Board

BUDGET IMPACT

Amount: \$99,994.00 Budgeted \$160,000

List what fund Capital Outlay -Sewer Operating

EXECUTIVE SUMMARY

The FY 23/24 capital budget allocated \$160,000 for the replacement and installation of the Influent Pumps at the Wastewater Treatment Plant. The new pumps would protect the new equipment currently being installed during the Bittersweet Wastewater Facility Upgrade Project.

Staff sought out proposals for the replacement. Proposals ranged from a low of \$99,994 to \$186,312. The low bidder being Flow Technics, Inc. Staff believes utilizing the proposals compared to putting together a formal bid will save the village time and money, while still providing for the necessary work to be completed per our standards.

RECOMMENDATION

Staff recommends waiving bids and awarding the Influent Pump Replacement to Flow Technics, Inc.

ATTACHMENTS (PLEASE LIST)

Memo

Resolution

Agreement

ACTION REQUESTED

For Discussion Only

✓ Resolution

Ordinance

✓ Motion: MOTION TO APPROVE RESOLUTION #2023- _____ A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE PURCHASE OF AN INFLUENT PUMP (ABS/SULZER) TO FLOW TECHNICS, INC.

Staff: Tyler Isham, Assistant Director of Public Works

Date: 11/16/2023

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: Influent Pump Purchase Award and Agreement
Date: December 11, 2023

Staff sought out proposals for the replacement of the Influent Pumps located at the Wastewater Treatment Facility. The pumps will help protect the new equipment currently being installed during the Bittersweet Facility Upgrade.

Due to the nature of the work, staff sought out proposals from three different pump companies. Proposals ranged from a low of \$99,994 to a maximum of \$186,312. The low proposal, provided by Flow Technics, will allow the difference to be used in the installation of the new pumps.

RECOMMENDATION

Staff recommend awarding the Influent Pump replacement contract to Flow Technics, Inc. entering into the attached agreement.

MOTION

**MOTION TO APPROVE RESOLUTION #2023- _____ A RESOLUTION WAIVING
ADVERTISING FOR BIDS AND APPROVING THE PURCHASE OF TWO ABS SULZER INFLUENT
PUMPS FROM FLOW TECHNICS, INC.**

RESOLUTION 2023 - _____

**A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING
THE PURCHASE OF TWO ABS SULZER INFLUENT PUMPS FROM FLOW
TECHNICS, INC.**

WHEREAS, the Village of Bartlett, Public Works Department (Wastewater Division) has an immediate need for the purchase of two new influent pumps to provide effective protection to the new Wastewater equipment currently being installed.

WHEREAS, the Village Board has determined that it is in the best interest of the health, safety, and welfare of the Village of Bartlett and its residents to waive competitive bidding and purchase the Influent Pumps to eliminate any delay in receipt by the Bartlett Wastewater Facility.

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

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though fully set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to take all actions and execute any necessary documents to complete the purchase of two (2) ABS, Sulzer Influent Pumps from Flow Technics, INC. in the amount of \$99,994.00, as more fully set forth in Exhibit A.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the purchase of the ABS Sulzer Influent Pumps authorized by this Resolution, such competitive bidding requirements are hereby waived based on the matters set forth in the recitals of this Resolution.

Section 4. Repeal and Savings Clause. All resolutions or approvals in conflict or inconsistent with this Resolution are hereby repealed to the extent of such conflict or inconsistency.

Section 5. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete, and exact copy of Resolution 2023 - _____ enacted on December 19, 2023, and approved on December 19, 2023, as the same appears from the official records of the Village of Bartlett

Lorna Giles, Village Clerk

EXHIBIT A

Quote from Flow Technics, Inc.



FLOW-TECHNICS, INC.

Exhibit A

PROPOSAL

①

May 24, 2023

Bartlett WWTP
1150 Bittersweet Drive
Bartlett, IL, 60103
Attn.: Mike Wisniewski

Sulzer/ABS Pumps

We are pleased to offer the following proposal for your consideration:

Raw Sewage Pump – P-101

2- Sulzer/ABS XFPD155J – CB2.335-PE860/4-6" DRY PIT pump with a 115 HP motor, 460V, 3 phase, 1780 RPM capable of delivering 2600 GPM AT 101' TDH. The pump is explosion-proof and comes complete with 49' of power cable. The pump has a 6" discharge.

2- MOS modules and bases (to be installed in control panel by others)

3- Day of Startup

1- Lot of freight to jobsite

Budget Price \$ 99,994.00

Notes

1. Concrete piers to be provided and installed by contractor.
2. Piping modifications will be required to adapt to dry pit submersible pump.
3. Suction Elbow, expansion joints to be either reused or provided by contractor.
4. The pump has an 8" suction and 6" discharge like existing pumps.
5. The FLA for this pump is 130A. The drawings show the existing VFD's for P101 & P102 are rated at 140A. Please confirm.
6. 2020 Price increase is included in above budget price.

181 Ontario Street • Frankfort, IL 60423 • (815) 277-2600 • Fax (815) 534-5311
Indiana (574) 299-2600 • Indiana Fax (574) 656-4406
Website: www.flowtechnics.com • Email: info@flowtechnics.com

Page Two
Raw Sewage Pump – P101 & 102
Bartlett, IL.

TERMS & CONDITIONS:

Payment: Net 30 Days; no startup will be performed without 100% payment.
Prices: Valid for 30 days from the date of this proposal.
Taxes: Sales taxes are NOT included.
F.O.B.: Factory – Allowed to jobsite

NOT INCLUDED:

1. Any item not specifically mentioned is not included, nor was it intended to be.
2. Anchor bolts
3. Federal, State, or Local sales taxes

Respectfully submitted,
FLOW-TECHNICS, INC.

Michael E. Carney

Michael E. Carney

3

Xylem Water Solutions USA, Inc.
Flygt Products

August 10, 2023

VLG OF BARTLETT
1150 BITTERSWEET DR
BARTLETT IL 60103-8807

9661 194th Street
Mokena, IL 60448
Tel (708) 342-0484
Fax (708) 342-0491

Quote # 2023-CHI-0666 Alternate 3, Version 1
Project Name: Bartlett - Raw Pumps 1&2
Job Name: NT3315 110HP w10" Inlet, non-FM,w stands

Attn: John Pullia

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following equipment for your approval.

Qty 2 pumps, 10x10 inlet elbows, miniCAS
startup services included

Pumps quoted are sized for 2600 gpm @101 ft TDH
Pumps are offered as non-explosion proof, with 50' standard cable.

Flygt pumps come equipped with Hard Iron non-clog N impeller with 1 year non-clog guarantee.
Should any clogging occur within the first year of operation after startup, call our service center in Mokena and clogs will be removed by our techs.

Alt3: Pumps will come with their own adjustable stand.

Installation by others

A Flygt Preventive Maintenance Contract is available for this order. Please contact your Xylem Service Center for more information.

Control Panel

Qty	Description
2	MINI-CASII/FUS 120/24VAC,24VDC
2	SOCKET,11 PIN OCTAL DIN MOUNT

Pumps

Qty	Description
2	Flygt Model NT-3315.185 10" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 110 HP 1150 RPM motor, 637 impeller, 1 x 50 Ft. length of SUBCAB 3x50+2G35/2+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve

Accessories



Qty	Description
2	10x10 inlet elbow
2	STAND, COMPLETE 3301/3315 MT

Startup Services, Training, and 3 year included PM

Qty	Description
1	START UP, FLYGT, NO TAX 1-TP MODELS: 3000, 7000, 8000

Freight

Qty	Description
1	SHIPPING AND HANDLING-NO TAX

Total Price \$ 186,312.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders:
Freight Terms:

Please make purchase orders out to: Xylem Water Solutions USA, Inc.
3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes:
Back Charges:

State, local and other applicable taxes are not included in this quotation.
Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages:

Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery:
Terms of Payment:

PP/Add Order Position
100% N60 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Validity:
Schedule:

This Quote is valid for 30 days.
Submittals are not applicable. Delivery lead times are 15-17 weeks after order acceptance.

COVID 19:

Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

Warranty:

Standard warranty terms apply to the items in this quotation.

This Quote does not include anchor bolts, piping, gauges, valves, junction boxes, installation, or any item not specifically listed above. Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.



Sincerely,

Jeff Garretson -

Jeff Garretson
Sales Representative
Phone: (708) 781-0172
Cell: (312) 343-6511
jeff.garretson@xylem.com

Nikita A. Cunigan

Nikita Cunigan
Customer Support Specialist

Nikita.cunigan@xylem.com

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2023-CHI-0666 Alternate 3, Version 1
Customer Name: VLG OF BARTLETT
Job Name: NT3315 110HP w10" Inlet, non-FM,w stands
Total Amount: \$ 186,312.00
(including freight)

Signature: _____ Name: _____
(PLEASE PRINT)

Company/Utility: _____ PO: _____

Address: _____ Date: _____

_____ Phone: _____

_____ Email: _____

_____ Fax: _____





Agenda Item Executive Summary

Item Name WWTP Influent Pumps Installation Award and Agreement Committee or Board Board

BUDGET IMPACT

Amount: \$60,000.00 Budgeted \$160,000

List what fund Capital Outlay -Sewer Operating

EXECUTIVE SUMMARY

The FY 23/24 capital budget allocated \$160,000 for the replacement of the Influent pumps at the Wastewater Treatment Plant. The new pumps would protect the new equipment currently being installed during the Bittersweet Wastewater Facility Upgrade project.

Joseph J. Henderson & Son, Inc. will install the new Influent pumps. Additional estimates were waived since their equipment is currently onsite and the installation estimate of \$60,000.00 comes in **under the approved budget**. TOTAL (\$ 159,994.00)

RECOMMENDATION

Staff recommends waiving bids and awarding the Influent Pump Replacement to Joseph J. Henderson & Son, INC.

ATTACHMENTS (PLEASE LIST)

Memo
Resolution
Agreement

ACTION REQUESTED

For Discussion Only

- ✓ Resolution
- Ordinance
- ✓ Motion: **MOTION TO APPROVE RESOLUTION #2023- _____ A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE INFLUENT PUMP INSTALLATION PROJECT JOSEPH J. HENDERSON AND SON, INC.**

Staff: Tyler Isham, Assistant Director of Public Works Date: 11/16/2023

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: Influent Pump Installation Award and Agreement
Date: December 11, 2023

Staff sought out proposals for the replacement of the Influent Pumps located at the Wastewater Treatment Facility. The pumps will help protect the new equipment currently being installed during the Bittersweet Facility Upgrade.

Due to the size and weight of the new pumps, a crane and heavy equipment will be needed during installation, Since Joseph J. Henderson is currently on site, additional estimates have been waived. The purchase of the pumps and installation price comes in under the total budget of \$160,000.00.

RECOMMENDATION

Staff recommend awarding the Influent Pump Installation contract to Joseph J. Henderson, INC. entering into the attached agreement.

MOTION

**MOTION TO APPROVE RESOLUTION #2023- _____ A RESOLUTION WAIVING
ADVERTISING FOR BIDS AND APPROVING THE INSTALLATION OF TWO INFLUENT PUMPS
TO FLOW JOSEPH J. HENDERSON AND SON, INC.**

RESOLUTION 2023-_____

**A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE
INFLUENT PUMP INSTALLATION PROJECT AGREEMENT WITH JOSEPH J.
HENDERSON AND SON, INC.**

WHEREAS, the Village of Bartlett (“Village”) Public Works Department has an immediate need to install the new influent pumps located at 1150 Bittersweet Drive; and

WHEREAS the Village of Bartlett’s FY 23/24 budget provides for the replacement and installation at Bartlett Public Works in the amount of \$60,000; and

WHEREAS, the Village Board has determined that the contract for the installation of the Influent pumps is not adapted to award through the competitive bidding process at this time due to the nature of the repair work; and

WHEREAS the Bartlett Public Works Department eliminated all other proposals since Joseph J. Henderson has all their heavy equipment currently on-site performing the Bittersweet Reclamation Facility Upgrade.

WHEREAS, the Village Board has determined that it is in the best interest of the health, safety and welfare of the Village of Bartlett and its residents to waive competitive bidding and enter into an agreement with Joseph J. Henderson and Son, Inc. for the efficient and cost-effective replacement of the Influent pump installation.

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

SECTION ONE: Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though fully set forth in this Section 1.

SECTION TWO: Approval; Authorization. The Village Board of Trustees hereby authorize and direct the Village President and Village Clerk to sign and attest, respectively, the agreement with Joseph J. Henderson and Son, Inc., for the Influent Pump installation, in a form substantially similar to that attached hereto as Exhibit A.

SECTION THREE: Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the Influent Pump Installation, such competitive bidding requirements are hereby waived based on the matters set forth in this Resolution.

SECTION FOUR: Repeal and Savings Clause. All resolutions or approvals in conflict or inconsistent with this Resolution are hereby repealed to the extent of such conflict or inconsistency.

SECTION FIVE: Effective Date. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete, and exact copy of Resolution 2023 - _____ enacted on December 19, 2023, and approved on December 19, 2023, as the same appears from the official records of the Village of Bartlett

Lorna Gilles, Village Clerk

EXHIBIT A
Agreement with Joseph J. Henderson, Inc.

CONSTRUCTION AGREEMENT

This Construction Agreement ("**Agreement**") dated this 19th day of December, 2023 ("**Effective Date**") is hereby entered into by and between the Village of Bartlett, an Illinois home rule municipal corporation ("**Village**"), and Joseph J. Henderson, Inc., an Illinois corporation ("**Contractor**"). At times, the Village and Contractor will be referred to individually as "**Party**" or jointly as "**Parties**" throughout this Agreement.

RECITALS

WHEREAS, Contractor will be performing construction services on the Village's Wastewater Plant located on the property at 1150 Bittersweet Drive, Bartlett, Illinois ("**Property**"), with such construction services including the removal and disposal of all roofing, and all decking which may be rotten or deteriorated, the preparation of existing decking and gutters for installation of improved roofing, the installation of leak shields, sealants, shingles, and other roofing material, the installation of a ventilation system, the necessary incidental repair of chimney perimeter, and the disposal of all debris and trash (such services will be referred to collectively as the "**Work**"); and

WHEREAS, Contractor may have subcontractors, material suppliers, and one or more employees engaged in the performance of said Work; and

WHEREAS, this Agreement comprises the terms and conditions upon which the Contractor will perform the Work for the Village.

NOW THEREFORE, IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's home rule authority, the parties hereby agree as follows:

SECTION 1. CONTRACTOR AND SCOPE OF SERVICES.

A. Engagement of Contractor. The Village hereby engages the Contractor to perform the Work described in the Proposal for Installation of new Influent pumps at the Bartlett Wastewater Plant, a copy of which is attached hereto and incorporated herein as **Exhibit A** to this Agreement ("**Proposal**").

B. Scope of Services.

1. The Contractor shall provide the materials, services, and equipment to fully execute the Work described in the Proposal.
2. The Work shall be furnished and completed pursuant to the terms and conditions of this Agreement and as described in the Proposal.
3. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have

EXHIBIT A

control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

4. Contractor shall employ all necessary measures to avoid damage to existing surrounding public and private property during Work. Persons other than those actually engaged in construction operations, inspections, or supervision thereof shall be prohibited from the Property.
5. Contractor shall conduct the Work and any debris removal in such a manner as to minimize interference with road, streets, walks, and other adjacent occupied facilities.
6. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Village the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Village has made a timely and reasonable objection.
7. Contractor shall bind all subcontractors by the terms and obligations set forth in this Agreement. Contractor is liable for the acts of any subcontractors when performing the Work, as if the Work was conducted by the Contractor itself.
8. Contractor will provide the Village with the warranties described in the Proposal upon completion of the Work.

C. Labor and Materials

1. The Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
3. Execution of this Agreement by the Contractor is a representation by the Contractor that it has conducted such investigations as may have been necessary to enable the Contractor to determine the cost of the Work and that it has sufficient information to complete the Work in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligations to perform the Work for an amount not in excess of the Contract Sum. The Contractor further acknowledges and declares that it has visited and examined the project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder effecting the same. In connection therewith, Contractor specifically represents and warrants to

EXHIBIT A

Village that prior to the submission of its bid it: (a) thoroughly examined the location of the work to be performed, is familiar with local conditions, and thoroughly understands the physical conditions prevalent or likely to be encountered in the performance of the work at such location; (b) examined the nature, location, and character of the general area in which the project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work within the Contract Sum.

D. Commencement; Time of Performance. The Work shall commence within seven (7) days of receipt by the Contractor of written notice that this Agreement has been fully executed by both Parties ("**Commencement Date**"). The Contractor must substantially complete the Work by September, 2024. Time is of the essence for all matters concerning this Agreement.

E. Reporting. The Contractor will regularly report to the Village regarding the progress of the Work during the term of this Agreement.

F. Term; Termination.

1. **Term.** The term of this Agreement, unless terminated pursuant to Section D(2) herein, will expire upon the date the Village determines that the Work has been fully completed by the Contractor pursuant to this Agreement. A determination of completion will not constitute a waiver of any rights or claims that the Village has accrued prior to or following completion of the Work, with respect to any breach of this Agreement by the Contractor or any right of indemnification of the Village by the Contractor.

2. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven (7) days' prior written notice to the Contractor. In the event this Agreement is terminated by the Village, the Village hereby agrees to compensate the Contractor for the Work actually performed and reimbursable expenses actually incurred, if any, prior to the termination date.

SECTION 2. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor agrees to waive any and all rights of contribution against the Village and to defend, indemnify and hold harmless the Village and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the Contractor's performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Work itself, including the loss of use resulting therefrom, to the extent it is caused in whole or in part by any wrongful or

EXHIBIT A

negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. The Contractor shall similarly, protect, defend, indemnify and hold and save harmless, the Village, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations hereunder, or Contractor's default of any provisions of this Agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Section shall survive the voluntary or involuntary termination of this Agreement.

SECTION 3. INSURANCE; PERFORMANCE AND PAYMENT BOND.

A. Minimum. The Contractor will, at its sole cost, obtain and keep in force at all times during the performance of the Work and any part thereof, Workers Compensation and Employer's Liability Insurance, Commercial Liability Insurance, and Automobile Insurance in at least the type and amounts set forth below. The cost of such insurance will be borne by the Contractor.

1. **Workers' Compensation:**
 - (a) State: Statutory
 - (b) Employer's Liability
 - \$500,000.00 Per Occurrence
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee
2. **Commercial General Liability:**
 - \$2,000,000.00 General Aggregate
3. **Business Automobile Liability (including owned, non-owned, and hired vehicles):**
 - (a) Bodily Injury
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - (b) Property Damage
 - \$1,000,000.00 Per Occurrence
 - (c) Umbrella Excess Liability
 - \$2,000,000.00 over Primary Insurance

B. Evidence of Insurance.

1. Prior to beginning the Work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed

EXHIBIT A

by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

2. Failure of the Village to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction, or omission by the Village.
3. The Village shall have the right, but not the obligation, of prohibiting Contractor from commencing the Work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received by the Village.
4. Failure to maintain the required insurance may result in termination of this contract at the Village's option.

C. Miscellaneous.

1. All policies of insurance purchased or maintained in fulfillment of this Agreement shall name the Village of Bartlett, its elected and appointed officers, employees, volunteers, and agents as additional insureds thereunder and the Contractor shall provide Certificates of Insurance and Policy Endorsements evidencing the coverages required under this Agreement.
2. Any deductible or self-insured retentions must be declared to, and approved by, the Village. At the option of the Village, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, elected and appointed officials, and employees or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration, and defense expenses.
3. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis.
4. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.
5. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the "additional insureds" have other

EXHIBIT A

insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.

6. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.
7. Nothing contained in this Agreement is to be construed as limiting the liability of the Contractor. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, or the Contractor, but are merely minimums.

D. Performance and Payment Bond. Contractor shall provide a Surety Bond (guaranteeing both faithful performance and payment to subcontractors and material suppliers for labor and materials), naming the Village of Bartlett as Obligee, for not less than one hundred percent (100%) of the contract amount listed under Section 4(A) of this Agreement, will be required prior to beginning construction and in a form approved by the Village Attorney. Such bonds shall include the provision guaranteeing the faithful performance of the Prevailing Wage Act. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

SECTION 4. COMPENSATION; PREVAILING WAGE.

A. Compensation. The Village agrees to pay the Contractor for the performance of the Work a sum of \$60,000.00. Upon completion final completion of the Work, the Contractor must submit an invoice for the Work to the Village. Any payment to the Contractor from the Village is subject to the receipt by the Village of all required documentation, including, but not limited to, final lien waivers. The Village will remit payment of the Contract Sum to the Contractor in accordance with the Local Government Prompt Payment Act.

B. Prevailing Wage. The Village has determined that the Work provided for under this Agreement is subject to the Illinois Prevailing Wage Act, and the Contractor shall comply therewith and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute this Agreement in accordance with 820 ILCS 130/0.01, *et seq.* Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wages during the term of this Agreement shall be at the expense of the Contractor and not at the expense of the Village. Change orders shall, however, be

EXHIBIT A

computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to the Illinois Department of Labor as required by statute or regulation, including certified payroll records. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen, and/or mechanics engaged in the Work, and in every way defend and indemnify the Village against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Village agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien, or suit.

The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates. The Contractor and every Subcontractor has an obligation to check the Illinois Department of Labor's website for revisions to the prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the Subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under that subcontract; and (2) require each subcontractor to insured into each lower-tiered subcontract and the project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under that lower-tiered subcontract.

SECTION 5. SPECIAL PROVISIONS.

A. Compliance with Laws. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal, or other governmental unit or regulatory body now in effect during the performance of the Work, and the orders and decrees of any court, administrative body, or tribunal in any manner affecting performance under this Agreement. By way of example, the following are included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations, and rules with which Contractor must comply: all forms of Workers' Compensation laws; the Illinois Human Rights Act; the Illinois Substance Abuse Prevention on Public Works Projects Act; the Social Security Act; laws related to contracts let by units of government; all applicable civil rights and anti-discrimination laws and regulations; and traffic and public utility regulations.

B. Relationship of the Parties. The Contractor will act as an independent contractor in performing the Work. Nothing in, or done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee,

EXHIBIT A

partners, or joint venturers between the Village and Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

C. Conflict of Interest. The Contractor represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

D. No Collusion. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

E. Mutual Cooperation. The Village agrees to cooperate with the Contractor in the performance of the Work, including meeting with the Contractor and providing the Contractor with such information that the Village may have that may be relevant and helpful to the Contractor's performance of the Work. The Contractor agrees to cooperate with the Village in the performance and completion of the Work and with any other Contractors engaged by the Village.

F. Freedom of Information Act. The Contractor agrees to maintain, without charge to the Village, all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Contractor must produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor must notify the Village and if possible, the Village will request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Contractor's failure to Contractor documents or otherwise appropriately respond to a request under the Act, then Contractor

EXHIBIT A

will indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

SECTION 6. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the Contractor without the express prior written consent of the Village.

C. Binding Effect. The terms of this Agreement will bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by email. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt; (d) time-stamp email was sent. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Paula Schumacher
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103
pschumacher@bartlett.il.gov

With a copy to:

Ancel Glink, P.C.
140 South Dearborn Street
Chicago, IL 60603
Attn: Kurt Asprooth
kasprooth@ancelglink.com

EXHIBIT A

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Steven Twiddy
Joseph J. Henderson, Inc.
4288 Old Grand Avenue
Gurnee, IL.60031
StevenT@jjhenderson.com

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. Governing Laws. This Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute arising out of relating to this Agreement will be in the Third District Court for the Circuit Court of Cook County, Illinois. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contractor, its successors or assigns, against the Village on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the voluntary or involuntary termination of this Contract.

G. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

H. Waiver. Neither the Village nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Contractor's right to enforce such rights or any other rights.

I. Exhibits. Exhibit A, the, is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement will control.

J. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted its provisions. Any rule of construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

K. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, and any signatures to counterparts maybe

EXHIBIT A

delivered by facsimile or other electronic transmission and will have the same force and effect as original signatures.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed, effective on the date first above written.

VILLAGE OF BARTLETT,
an Illinois home rule municipal corporation

By: _____
Kevin Wallace, Village President

ATTEST:

By: _____
Lorna Giles, Village Clerk

JOSEPH J. HENDERSON, INC.
An Illinois Company.

By: _____

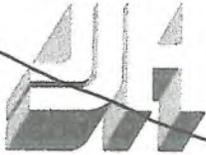
ATTEST:

By: _____

EXHIBIT A

EXHIBIT A

Proposal for the Installation of New Influent Pumps at WWTP
(attached in the following pages)



JOSEPH J. HENDERSON & SON, INC.
GENERAL CONTRACTOR
ESTABLISHED 1928

4288 Old Grand Avenue
Gurnee, IL 60031
PH: 847-244-3222
FX: 847-244-2490

- Receive and install (1) new Owner furnished 6x4 vertical pump with motor and base complete. JJH to transport from storage to installation location, set, shim, and grout new pump base to new concrete support base.
- (1) lot seal water piping with 0-150psig PI, (3) ¼" bronze ball valves and ¼" BMI fittings and black carbon steel piping as required. Seal water to be tapped into new DIP piping for source of water.

The Above for the Sum of:..... \$36,600.00

Building #10:

— INFLUENT BUILDING

EXHIBIT A

- Mechanically isolate, drain and remove (2) existing 10x6 vertical pumps with base and motor. All electrical disconnection to be by others. Return pumps to facility operations as directed by Owner.
- Remove existing 10" DIP suction inlet spool to isolation valve.
- Remove existing 10" and 6" pump discharge piping back to existing 10" isolation plug valve.
- Remove existing 10" single arch flex connector back to suction isolation valve.
- Remove existing 10" x 6" reducing check valve, 6" single arch flex connector, 10" DIP FXF 90 EL, and 10" x 12" FXF spool.
- Remove existing pump anchor to top of existing pump base and remove existing grout under pump base to top of foundation.
- Supply and install (4) new ¾" SS epoxy anchors into each pump foundation for mounting new pumps.
- Receive and install (2) new Owner furnished 10X6 vertical pumps with motors and bases complete. JJH to transport from storage to installation location, set, shim, and grout new pump bases to new concrete support bases.
- Drill (2) existing pump foundations for (4) ea. new ¾" SS epoxy adhesive anchors. Anchors to include (2) ¾" ex. hvy. SS nuts and washers each.
- Furnish and install the following:
 - (2) reinstall 10'x6" check valve in horizontal location
 - (2) new 10"x 12" OAL, 125# FXF pipe spool
 - (2) reinstall 10" 125# DIP FXF 90 Elbows
 - (2) reinstall 10" pipe spool
 - (10) 10" 150# NB&G sets with SS bolts and nuts and 1/8" FF rubber gaskets
 - (6) 6" 150# NB&G sets with SS bolts and nuts and 1/8" FF rubber gaskets
- Receive and install (2) new Owner furnished 10"x6" vertical pump with motor and base complete. JJH to transport from storage to installation location, set, shim, and grout new pump base to new concrete support base.
- (1) lot seal water piping with 0-150psig PI, (3) ¼" bronze ball valves and ¼" BMI fittings and black carbon steel piping as required. Seal water to be tapped into new DIP piping for source of water.

12" Check Valve replacement:



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- ~~Remove (2) existing 12" 125# flanged end check valves and replace with Owner furnished new 12" 125# check valves of the same lay length. Removed valves to be returned to Owner as directed.~~
- ~~Furnish and install (4) 12" NB&G sets w/ SS bolts and nut and FF rubber gaskets.~~

~~The Above for the Sum of: \$64,593.00~~

~~- 4,593.00~~

\$60,000.00 TOTAL

EXCLUSIONS AND QUALIFICATIONS:

- We assume one mobilization for **both scopes of work** listed above. Owner to allow for isolation of pumps and replacement without temporary services or bypassing. Pump replacements are to be consecutive.
- We assume free and clear access to the work areas for performance of above scope of work.
- No electrical work included.
- No painting work included.
- No Premium time labor included.
- We have included (2) 30 ton hydro crane days to install the (2) pumps and remove (2) existing pumps at building #10. If the Owner will allow removal of both pumps on same day we may be able to eliminate (1) crane day @ \$2,800.00 credit.

Respectfully submitted,

Steven Twiddy
Mechanical Division Manager & Senior Estimator
StevenT@jjhenderson.com
847-244-3222 office
815-601-0069 cell

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Sale of Village Owned Surplus Property**
Date: December 11, 2023

The Public Works and Police Departments wish to dispose of surplus items and personal property of the Village through internet auction.

The surplus vehicles and property are to be auctioned by Obenauf Auction Services. As part of their service, Obenauf identifies potential bidders who may be interested in the type of vehicles and equipment the departments wish to sell. The Village has utilized Obenauf in prior years and the service they provide has proven to be a very effective method for disposal of the Village's surplus property.

Attached is an ordinance authorizing the sale of surplus property through internet auction as well as a list of all surplus property to be sold.

MOTION

**MOTION TO APPROVE ORDINANCE # 2023-____, AN ORDINANCE
AUTHORIZING THE SALE BY INTERNET AUCTION OF SURPLUS PROPERTY OWNED
BY THE VILLAGE OF BARTLETT**

ORDINANCE 2023-_____

**AN ORDINANCE AUTHORIZING THE SALE BY INTERNET
AUCTION OF SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF BARTLETT**

WHEREAS, the Illinois Municipal Code requires the adoption of an ordinance passed by a simple majority of the corporate authorities then holding office declaring personal property that the Village of Bartlett (the "Village") desires to sell "no longer necessary or useful to or for the best interest of" the Village, and that transfer of said personal property be set in any manner that the corporate authorities may designate with or without advertising the sale (65 ILCS 5/11-76-4); and

WHEREAS, staff has recommended that the Corporate Authorities authorize the sale of the used vehicles and equipment described on Attachment A, a copy of which is attached hereto and incorporated herein (the "Surplus Vehicles and Equipment"), as it is no longer necessary or useful or for the best interest of the Village, through the Obenauf Auction Service Incorporated and eBay on-line auction site to the respective highest bidders bidding on the purchase of the Surplus Vehicles & Equipment;

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

SECTION ONE: Pursuant to Section 11-76-4 of the Illinois Municipal Code, the President and Board of Trustees of the Village (the "Board") hereby find and declare that the Vehicles and Equipment, defined in the recitals herein and listed on Exhibit A is no longer necessary or useful to or for the best interest of the Village.

SECTION TWO: Pursuant to said Section 11-76-4 and the Village's home rule authority, the Board authorizes the Village Administrator, or her designee, to sell the Surplus Vehicles and Equipment through the Obenauf Auction Services Incorporated and eBay on-line auction site to the respective highest bidders.

SECTION THREE: The Village Administrator and the Assistant Village Administrator, or either of them, are each hereby authorized and directed to sign vehicle titles and such other documents as may be necessary to transfer ownership of the Surplus Vehicles and Equipment as provided herein upon receipt of the proceeds of the sale.

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

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

SECTION SEVEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, by a vote of majority of the corporate authorities and approval in the manner provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 19, 2023

APPROVED: December 19, 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 19, 2023, and approved on December 19, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Attachment A: Surplus Items

Serial / VIN	Yr	Make	Model / Description	Equipment Number
1FTWF31527EA61688	2007	Ford	F-350	07-046
1HTWDAAR9BJ409759	2011	International	7400	11-004
1HTWDAAR2CJ059991	2012	International	7400	12-008
1FM5K8AR8HGA77094	2017	Ford	Explorer	Squad 1700
1FM5K8AR1HGA77096	2017	Ford	Explorer	Squad 1702
1FM5K8AR6FGA56824	2015	Ford	Explorer	Squad 1511
1FM5K8AR1EGA75778	2014	Ford	Explorer	Squad 1404
1FM5K8AR0HGD92357	2017	Ford	Explorer	Squad 1703



Agenda Item Executive Summary

Item Name Class A Liquor License Request-
Issa's Restaurant Bar LLC. Committee
or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what
fund N/A

EXECUTIVE SUMMARY

Attached for your consideration is a Liquor License application submitted by Issa's Restaurant Bar LLC. The Class A allows for the retail sale of beer, wine and alcoholic liquor for consumption on their premises, Sunday through Thursday from 8:00 a.m. until 1:00 a.m. and 8:00 a.m. until 2:00 a.m. Friday and Saturday.

ATTACHMENTS (PLEASE LIST)

Staff Memo Dated 11/22/22
Class A Liquor License Application
General Business License
Corporate Documents
Proof of Insurance
Surety Bond
Floor Plan
Copy of the Lease
Liquor Manager Application
Memo from Police Department
Basset Training Certificate

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class A Liquor License submitted by Issa's Restaurant Bar LLC.

Staff: Samuel Hughes

Date: 12/07/2023

Senior Management Analyst

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: 12/07/2023
Re: Issa's Restaurant Bar Class A Liquor License

Attached for your consideration is a Liquor License application submitted by Issa's Restaurant Bar LLC. 207 S. Main St. Bartlett, Il. 60103.

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

As the attached memo from the Police Department indicates, the applicants satisfy the requirements for the issuance.

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

Motion

I move to approve the Class A Liquor License submitted by Issa's Restaurant Bar LLC.



LQ-23-13

Liquor License

Status: Active

Submitted On: 10/19/2023

Primary Location

207 S MAIN ST
BARTLETT, IL 60103

Owner

NEW ENGLAND BUILDERS
4927 MAIN STREET SKOKIE, IL 60077-2515

Applicant

 LUISA ESTRADA

 630-956-0006

 issasvenezuelanrestaurantbar@gmail.com

 
HANOVER PARK, IL 60133

Business Information

Do you have or have you already submitted a general business license application?*

Yes

 Type of general business license* 

RESTAURANTE

Name of business license was issue to:*

ISSAS RESTAURANT BAR LLC

Is this a renewal or new liquor license application?*

New application

Have you or will you be applying for a video gaming license?*

No

Liquor License Application

Descriptions of the various liquor license types can be found at Barlett Municipal Code - Chapter 3 (https://codelibrary.amlegal.com/codes/bartlett/il/latest/bartlett_il/0-0-0-1583). If you have additional questions, call 630-837-0800.

Type of Liquor License Requested*

Class A

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

Yes

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

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

Yes

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

Yes

What is the seating capacity of the restaurant?*

80

Has any manufacturer, distributor or importing distributor directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value, or any credit (other than merchandising credit in the ordinary course of business for a period not to exceed 30 days) or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business?*

No

Is the applicant engaged in the manufacture of alcoholic liquors?*

No

Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors?*

No

Has any Officer, Director, or Manager of said Corporation or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of any felony under any Federal or State law? *

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of a violation of any Federal, State or Local law within the last 10 years?*

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of being the keeper of a house of ill fame, or of pandering or other crime or misdemeanor opposed to decency and morality? *

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever permitted an appearance bond forfeiture of any of the violations mentioned above?*

No

Has the Corporation (Applicant) or any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, made application for a similar license for this period for any premises other than those described above? *

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*

Luisa Estrada

Home address:*

[REDACTED]

Position held by the Liquor Manager in the business*

Manager

② 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?*

Date fingerprinted:*

07/17/2023

Yes

Emergency Contacts

Please provide contact information of personnel that have keys to the business in case first responders need access to the building during non-business hours.

Primary contact*

Primary contact phone number*

Jhofran Lanten



Secondary contact*

Secondary contact phone number*

Carlos Escalona



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*

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

 LUISA ESTRADA
Jul 26, 2023



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



BL-23-59

General Business License

Status: Complete

Submitted On: 9/13/2023

Primary Location

207 S MAIN ST
BARTLETT, IL 60103

Owner

NEW ENGLAND BUILDERS
4927 MAIN STREET SKOKIE,
IL 60077-2515

Applicant

LUISA ESTRADA

[REDACTED]

issasvenezuelanrestaurantbar@gmail.com

[REDACTED] 60133

Business Information

Name of Business (DBA)*

ISSAS RESTAURANTE BAR LLC

Entity Type*

Limited Liability Company

Corporation or LLC Name*

ISSAS RESTAURANTE BAR LLC

Business Phone Number*

3312356458

Primary Business Email Address*

ISSASVENEZUELANRESTAURANTBAR@GM

Federal Employer Identification Number*

[REDACTED]

Sales or Occupational Tax Number*

[REDACTED]

Nature of Business*

RESTAURANTE

Number of Employees*

18

Floor Plan

No File Uploaded

LLC Members

Name*

LUISA ESTRADA

Address*

6813 PLUM TREE LN HANOVER PARK

Role*

Manager

Date of birth*

12-18-1978

Percentage of interest held*

25

Name*

ANA ESCALONA

Address*

[REDACTED]

Role*

Manager

Date of birth*

[REDACTED]

Percentage of interest held*

25

Name*

CARLOS ESCALONA

Address*

[REDACTED]

Role*

Member

Date of birth*

[REDACTED]

Percentage of interest held*

25

Name*

JHOFRAN LANTEN

Address*

[REDACTED]

Role*

Member

Date of birth*

[REDACTED]

Percentage of interest held*

25

Additional Business Information

Copy of Deed or Lease ⓘ



No File Uploaded

Certificate of Registration ⓘ



No File Uploaded

Copy of County Health Permit ⓘ



No File Uploaded

Other Locations* ⓘ

Yes, 2360 Walnut Ave, Hanover Park

Previous Addresses* ⓘ

NO

Has your business license ever been revoked?* ⓘ

No

Criminal History* ⓘ

NO

Municipal Violation History* ⓘ

NO

Consumer Fraud Complaint* ⓘ

NO

License Fees

Please select the business type(s) below that match your type of business. If you do not match one of the specific categories, please select "Retail/Commercial Establishment Not Listed Above".

Asphalt Plant

Automobile Service Station

Bakery - Retail

Bakery - Wholesale

Banking Institution

Barbershop

Billiard and pool halls

Bowling alley

Brokers (other than real estate and insurance)

Bus service company

Catering services and establishment

Central Station

Confectionery stores

Day nursery/nursery school

Dealer - precious metals

Dry cleaning plant

Dry cleaning retail outlet

Factory

Fish market

Florist

Food delivery vehicles and food dispensers

Fruit/Vegetable Stand - Year Round

Fruit/Vegetable Stand - Seasonal

Game room

Garage/Parking Lot

Grocery store

Hardware Store

Hotels and motel

Ice cream store/parlor

Ice cream vendor

Laundry (self-service coin operated)

Machine shop

Meat Market/Dealer

Mining operation, quarry or gravel pit

Mobile home park

Motor vehicle repair establishment

Pawnbroker

Redi Mix Plant

Restaurant/Carry Out

Scavengers

Stable

Vending machine

Retail/Commercial Establishment Not Listed Above



Additional Accessory Licenses

Will you have amusement devices on site?*

No

Will you have vending machines on site?*

No

Will you have a jukebox on site?*

No

Will you be selling tobacco products?*

No

Will you be serving or selling liquor?*

Yes

Do you have an existing Bartlett liquor license?*

No

If you do not have an existing Bartlett liquor license, you must submit a separate Village of Bartlett Liquor License Application

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*

LUISA ESTRADA

Primary contact phone number*

Secondary contact*

ANA ESCALONA

Secondary contact phone number*

AFFIDAVIT

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as may be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code. I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

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

 LUISA ESTRADA
Sep 13, 2023

The business has a Certificate of Occupancy issued by the Village of Bartlett Planning & Development Services Department* 



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

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-17-2020

Employer Identification Number:
85-1474763

Form: SS-4

Number of this notice: CP 575 B

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

ISSAS VENEZUELAN FOOD LLC
11150 NORTON DR, CINCINNATI, OH 45241-1115
[REDACTED]

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-1474763. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown:

Form: 1065

03/15/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 539, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

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 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.

OFFICIAL DOCUMENT

State of Illinois Department of Revenue

Illinois Business Authorization

ISSA'S RESTAURANT BAR LLC

207 S MAIN ST
BARTLETT IL 60103-4456

Loc. Code: 016-0005-2-001

Bartlett (Cook)
Cook County

Expiration Date:
7/1/2024

Certificate of Registration
Sales and use taxes and fees

OFFICIAL DOCUMENT

ILLINOIS REVENUE
[Signature]
Director

Issued Date: 07/18/2023





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2023

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

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

PRODUCER 	Rogelio Soto State Farm Agency 1056 E Schaumburg Rd Streamwood IL 60107	CONTACT NAME: Rogelio Soto PHONE (A/C, No, Ext): 630-213-6800 FAX (A/C, No): 312-239-0259 E-MAIL ADDRESS: Rogelio@Gowithsoto.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER B :</td> <td><input type="checkbox"/></td> </tr> <tr> <td>INSURER C :</td> <td><input type="checkbox"/></td> </tr> <tr> <td>INSURER D :</td> <td><input type="checkbox"/></td> </tr> <tr> <td>INSURER E :</td> <td><input type="checkbox"/></td> </tr> <tr> <td>INSURER F :</td> <td><input type="checkbox"/></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm Fire and Casualty Company	25143	INSURER B :	<input type="checkbox"/>	INSURER C :	<input type="checkbox"/>	INSURER D :	<input type="checkbox"/>	INSURER E :	<input type="checkbox"/>	INSURER F :
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INSURER F :	<input type="checkbox"/>														

INSURED ISSA'S RESTAURANT BAR
 207 South Main Street
 Bartlett, IL 60103

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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		93-NF-Z801-6	10/25/2023	10/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 300,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <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? <input type="checkbox"/> Y/N (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	Y		93-NF-Z801-6	10/25/2023	10/25/2024	Aggregate limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 207 South Main Street Bartlett, IL 60103
 Additional Insured for General Liability: Village of Bartlett, its local liquor commissioner, president and board of trustees, all of its selected or appointed officials, employees and any volunteers while acting on behalf of the Village and the licensee. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER Village of Bartlett 228 S Main St Bartlett, IL 6013-4421	CANCELLATION 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
---	--

Bond No. _____

FB-9006.1

LICENSE AND PERMIT BOND

StateFarm



STATE FARM FIRE AND CASUALTY COMPANY

BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS, That we, ISSAS RESTAURANT BAR

of _____ as Principal,
and STATE FARM FIRE AND CASUALTY COMPANY, a corporation organized under the laws of the State of Illinois,
having its principal office in the city of Bloomington, Illinois, as Surety, are held and firmly bound unto _____
207 S MAIN ST BARTLETT, IL 60103
in the full and aggregate sum of TWO THOUSAND Dollars (\$2,000)
lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the said Principal has been granted a
LIQUOR LICENSE

for a term beginning 10/19/2023 and ending 10/19/2024

NOW, THEREFORE, if the above Principal shall indemnify and save harmless the Oblige, against loss by reason of
said Principal's breach of any ordinance, rule or regulation relating to the above described license or permit, then this
obligation shall be null and void, otherwise to remain in full force and effect.

Provided, that if the Surety shall so elect, this bond may be cancelled by giving thirty (30) days notice in writing to
the said Oblige and this bond shall be deemed cancelled at the expiration of said thirty (30) days; but said Surety so filing
said notice shall not be discharged from any liability already incurred under this bond or which shall accrue hereunder
before the expiration of said thirty (30) day period.

This bond may be continued from year to year by means of a continuation certificate.

Signed, sealed and dated this 19TH day of OCTOBER, 2023.

C.E.
Principal
By: Carlos Escalona

STATE FARM FIRE AND CASUALTY COMPANY
By: Kellie
Attorney-in-fact





POWER OF ATTORNEY STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Kallie Skelnik of Streamwood IL 60107 its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

\$ 2,500 - License, Permit or Indemnity — Financial Guarantee	\$100,000 - Administrator, Executor, or Trustee of a decedent's estate
\$25,000 - License & Permit — Code Compliance	\$50,000 - Guardian, Conservator, or Committee
\$25,000 - Public Official	\$25,000 - Receiver
\$50,000 - Notary Public	\$ 2,500 - Judicial

THIS POWER OF ATTORNEY IS NOT VALID FOR THE EXECUTION OF ANY CONTRACT (CONSTRUCTION OR SUPPLY) BOND - BID, PERFORMANCE OR PAYMENT.

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 25th day of February, 2021, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

WHEREAS, the Board desires to delegate the authority to appoint persons as Attorneys-in-Fact for certain bonds, undertakings, or other writings obligatory in the nature of a bond.

RESOLVED, that any Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, or other writings obligatory in the nature of a bond, which the Company might execute through its officers. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by he regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Officer, and its Corporate Seal to be affixed this 25th day of February, 2021.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2025, UNLESS SOONER REVOKED AS PROVIDED.



STATE FARM FIRE AND CASUALTY COMPANY

By: John R. Horton
John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 25th day of February, 2021, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.



Suzanne M. Robertson
Notary Public
My commission expires March 12, 2025

CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this _____ day of _____



Julia Klinzing
Julia Klinzing - Assistant Secretary Treasurer

If you have a question concerning the validity of this Power of Attorney, call 309-766-2090.



APPLICATION FOR LICENSE, PERMIT, OR MISCELLANEOUS BOND - Illinois
STATE FARM FIRE AND CASUALTY COMPANY
 Home Office, Bloomington, Illinois 61710

New Renew, Rewrite, Change from Bond Number:
 Sole Proprietor Partnership Corporation Limited Liability Company Joint Venture Other

1. Name exactly as it is to appear on the bond as Principal: Liquor License- Bartlett - Bartlett
 Address: 207 S MAIN ST Bartlett
Number and Street City or Township
Cook Illinois 60103
County State/Province ZIP/Postal Code

Telephone number: (331) 235-6458 H B C Married: Yes No Spouse's Name: Luisa Estrada

2. Amount of bond: \$ 2,000.00 Effective date: October 18, 2023

3. To whom payable (Obligee): City of Bartlett
Obligee Name and Mailing Address

Obligee Name and Mailing Address (IF OBLIGEE REQUIRES ITS OWN BOND FORM, PLEASE PROVIDE)

4. Type of surety bond required: Liquor License - Bartlett - Bartlett
(e.g., sales tax, utility, plumber's, etc.)

5. Is applicant applying for a utility/deposit bond? Yes No If yes, please provide the following:

a. Service location: _____
 b. Date of hook-up: _____

6. Is applicant applying for a mileage tax bond? Yes No If yes, please provide the following:

Year	Make	Model	Vehicle Identification Number	Body Style

7. Description of business: Restaurant

a. Number of years in this business: For self: 2 For others: 0 Date this business started: July 22, 2021

b. If you have been in this business for self over one year, why is bond being required?
Restaurant is serving Liquor

c. Business location if different from mailing address: _____

8. Has owner(s) ever filed bankruptcy personally or as an owner of a business? Yes No
 If yes, give details: _____

9. Is applicant a current State Farm customer? Yes No If yes, attach policy numbers list.

a. Does applicant carry commercial liability insurance? Yes No If yes, list name of carrier: _____

10. Does applicant have any active surety bonds with State Farm? Yes No If yes, list bond numbers:

a. Does applicant have surety bonds furnished by another company? Yes No
 If yes, what is the reason for submitting this application to State Farm? _____

For financial guarantee bonds over \$5,000, or code compliance bonds over \$25,000 please submit an accountant prepared balance sheet, or complete the State Farm Financial Statement (105896).

Agent Name	
<u>Rogelio Soto</u>	
Agent State	Agent Code
<u>Indiana</u>	<u>13-1D0E</u>
Agent issued bond (if yes, submit copy of bond) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

LICENSE, PERMIT, OR MISCELLANEOUS APPLICATION INDEMNITY AGREEMENT

In consideration of the execution by the State Farm Fire and Casualty Company ("the Surety") of: the bond applied for, and any other bond or bonds the applicant may request, including modifications, increases, renewals and continuation of said bond or bonds (hereinafter, "bond(s) and changes"), the undersigned applicant and indemnitors, if any, jointly and severally agree:

- A. The undersigned have a material and beneficial interest in the affairs of the applicant.
- B. The statements made in this application, including any financial statement(s), are true.
- C. Premiums for all "bond(s) and changes" shall be paid to the Surety when due until the Surety is released from its obligations thereunder.
- D. To repay to the Surety any loss, cost or expense of any nature including actual attorney fees, incurred by it as a consequence of it having become Surety for the applicant or by reason of the Surety enforcing this agreement.
- E. The Surety may obtain, and anyone is authorized to furnish to the Surety, information concerning my character, ability, habits, past or present employment and credit history.
- F. Under no circumstances shall any "bond(s) and changes" be sold, transferred or assigned.
- G. Not to be released from any of these agreements without prior written notice to and consent to such release by the Surety.

The undersigned acknowledge they have read this indemnity agreement, including A through G, and agree to be bound by it.

This state does not require a fraud statement.

Dated this 19TH day of OCTOBER, (Year) 2023

Personal Indemnitor Signatures are mandatory for the processing of this application.

PERSONAL INDEMNITORS (Personal Indemnitors are all owners, and those attached to the owners through a legally binding relationship).

In consideration of the execution by the Surety of the suretyship herein applied for, the undersigned, jointly and severally, join in the foregoing indemnity agreement.

Name: CARLOS ESCALONA Signature: C.E. Soc. Sec. Number: _____
Address: OVER PARK, IL 60133-

Name: LUISA ESTRADA Signature: L.E. Soc. Sec. Number: _____
Address: ARK, IL 60133-

Name: _____ Signature: _____ Soc. Sec. Number: _____
Address: _____

Name: _____ Signature: _____ Soc. Sec. Number: _____
Address: _____

State Farm Insurance Companies
RECEIPT OF CREDIT CARD PAYMENT

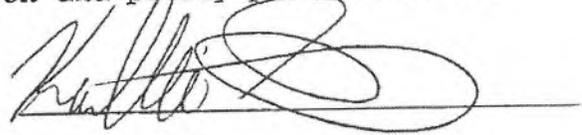
PAYMENT DATE: 10-19-2023
TOTAL AMOUNT PAID: \$ 200.00

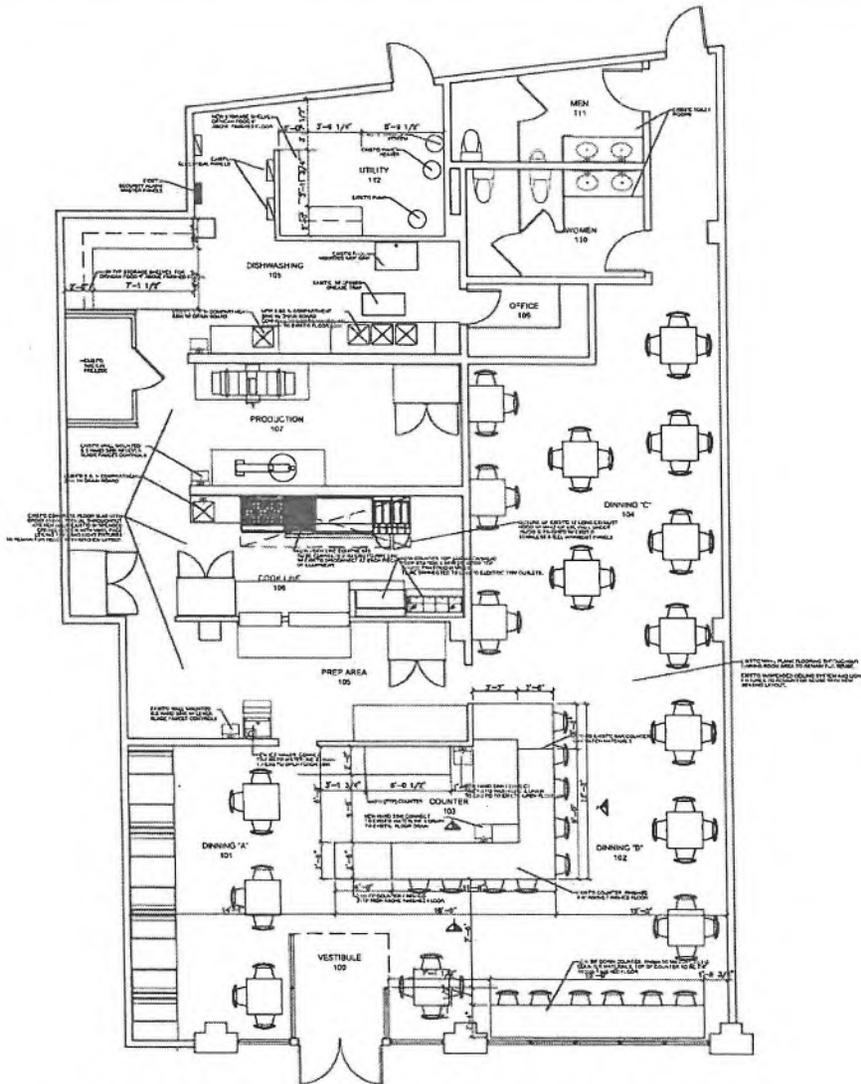
Soto, Rogelio
1056 E Schaumburg Rd
Streamwood, IL 60107-1874
(630) 213-6800

<u>DESCRIPTION</u>	<u>REFERENCE NUM</u>	<u>AMOUNT</u>
ISSAS VENEZUELAN FOOD LLC Fire Payment BOND APP	00000DU3KL41N	\$ 200.00

Thank you for your payment on the above policy.

Payments are received subject to collection and policy provisions. We appreciate your business.





1 FLOOR PLAN EXISTING & PROPOSED
 A 2.0 1/8"=1'-0"

ROOM FINISH SYMBOL AND SCHEDULE		
FLOOR		CEILING
EP-1	EXISTING EPOXY FLOORING	ACT-1 EXISTING 2x6 ACOUSTICAL CEILING TILE AND GRID
VP-1	NEW VINYL PLANK FLOORING - "COROLLUM" LAKE GENEVA ONE	ACT-2 EXISTING 2x4 VOMI, FASER CEILING TILE WITH ALUMINUM GRID.
BASE		
VP-1	VINYL BASE - "COROLLUM" OR APPROVED EQUAL 4" HIGH, COVED BASE, COLOR TO BE SELECTED.	
WALL		
PP-1	EXISTING FIBROGLASS REINFORCED POLYESTER PANELS IN WHITE, FRISK, PATCH BOLT HOLES WITH SILKCRE SCANT, COLOR TO BE WHITE	PL-1 CUSTOM DRAFT COLOR "SERRA GRANITE", COUNTER TOP PL-2 CUSTOM DRAFT COLOR TO BE SELECTED, CABINET FACE
WD-1	WOOD COTTAGE SHIP-LAP PLANKS - "MAKOTA" 501-6246 (FRONT AND SIDES OF NEW COUNTER)	
PAINT		
PT-1	BERWYN WILLIAMS OR APPROVED EQUAL SEMI GLOSS FINISH - COLOR TO BE SELECTED (DOORS, DOORS & FRAMES)	

FINISH NOTES:

- UNLESS NOTED OTHERWISE, ALL PARTITIONS TO RECEIVE VP-1 BASE, COVED
- ALL FINISHES TO HAVE A HIGH-GLOSS & PLANK SPREAD FINISH

ROOM FINISH SCHEDULE									
ROOM NO.	ROOM NAME	FLOOR	BASE	WALLS				CEILING	REMARKS
				N	S	E	W		
100	VESTIBULE	VP-1	VP-1	PT-1	PT-1	PT-1	PT-1	ACT-1	
101	DINING 'A'	VP-1	VP-1	PT-1	PT-1	PT-1	PT-1	ACT-1	
102	DINING 'B'	VP-1	VP-1	PT-1	PT-1	PT-1	PT-1	ACT-1	
103	COUNTER	VP-1	VP-1	PT-1	PT-1	PT-1	PT-1	ACT-1	
104	DINING 'C'	VP-1	VP-1	PT-1	PT-1	PT-1	PT-1	ACT-1	
105	PREP AREA	VP-1	VP-1	PP-1	PP-1	PP-1	PP-1	ACT-2	
106	COOK LINE	VP-1	VP-1	PP-1	PP-1	PP-1	PP-1	ACT-2	
107	PRODUCTION	VP-1	VP-1	PP-1	PP-1	PP-1	PP-1	ACT-2	
108	DISHWASHING	VP-1	VP-1	PP-1	PP-1	PP-1	PP-1	ACT-2	
109	OFFICE	VP-1	VP-1	PT-1	PT-1	PT-1	PT-1	ACT-1	
110	WOMEN	VP-1	VP-1	PT-1	PT-1	PT-1	PT-1	ACT-2	
111	MEN	VP-1	VP-1	PT-1	PT-1	PT-1	PT-1	ACT-2	
112	UTILITY	VP-1	VP-1	PP-1	PP-1	PP-1	PP-1	ACT-2	

- GENERAL NOTES:**
- FLOOR EXISTING FINISH MATERIALS TO REMAIN FOR REUSE AS IT IS.
 - CEILING EXISTING FINISH MATERIALS TO REMAIN FOR REUSE AS IT IS.
 - MATCH COUNTER TOP FINISH MATERIALS WITH EXISTING.
 - EXISTING TOILET ROOMS TO REMAIN FOR REUSE AS IT IS.
 - CLEAN AND PAINT ROOMS AS NEED IT.

INTERIOR REMODEL
207 SOUTH MAIN STREET

ISSA'S VENEZUELAN FOOD

No.	DATE	DRAWN	CHKD.	DESCRIPTION
1	6/04/23 NV			FLOOR PLAN
1	6/09/23 NV			PERMIT SET

A -2.0

LEASE

This LEASE is made and entered into as of the 5th day of May, 2023 (the "**Effective Date**") by Landlord and Tenant described below.

ARTICLE I CERTAIN DEFINITIONS AND BASIC LEASE TERMS.

1.01 **Certain Definitions.** As used herein:

(a) "**Landlord**" shall mean BARTLETT COMMERCIAL LLC, c/o Troy Realty Ltd., 6625 N. Avondale Ave., Chicago, IL 60631.

(b) "**Tenant**" shall mean LUISA ESTRADA DBA ISSA'S VENEZUELAN FOOD, 207 S. Main Street, Bartlett, Illinois 60103.

(c) "**Premises**" shall mean the premises within the Shopping Center having a "Floor Area" of approximately 3,553 square feet, and commonly known as 207 South Main Street, Bartlett, Illinois 60103. The Premises is Suite No. 207 within the Shopping Center.

(d) "**Shopping Center**" shall mean the real estate, including any and all improvements now or at any time located thereon, the parking lot, excluding any portion that may be taken by eminent domain, or be dedicated for public use, with common addresses of 201-41 South Main Street, Bartlett, Illinois 60103, having a Floor Area of approximately 21,907 square feet.

(e) "**Lease**" shall mean Articles I through IX hereof and the Exhibits referred to herein, in any, which, by such references, are hereby adopted and made a part hereof, together with any amendments, modifications, schedules, or any plans specifically referred to herein.

1.02 **Other Definitions.** For clarity and convenience, other terms are defined herein from time to time and, wherever used in this Lease, shall have the defined meaning so given.

1.03 **Demise.** Landlord hereby leases to Tenant, and Tenant accepts and takes from Landlord, the Premises under and subject to the terms, conditions and covenants contained in the Lease and any renewals or extensions thereof.

1.04 **Lease Term.** The Lease Term shall be the period commencing on the Effective Date and continuing thereafter, unless sooner terminated or extended by Tenant and Landlord as in this Lease provided, until and including the sixtieth (60th) month following the Rent Commencement Date, or as otherwise extended (the "**Termination Date**").

1.05 **Rents.** Tenant agrees to pay to Landlord for possession and use of the Premises, without right of offset or deduction for any reason, the following rents, (collectively "**Rent**"):

Base Rent. Rent shall abate until August 1, 2023 (the "**Rent Commencement Date**"). Tenant shall pay "**Base Rent**" at the rate of the Rent Schedule below, in advance monthly installments on the first day of each calendar month during the Lease Term.

Period	Monthly Base Rent
Effective Date – Rent Commencement Date)	\$0
Lease Year 1	
Lease Year 2	
Lease Year 3	
Lease Year 4 -	
Lease Year 5 -	

1.06 Additional Rent. Beginning on the Rent Commencement Date, Tenant agrees to pay to Landlord for possession and use of the Premises, without right of offset or deduction for any reason, the following expenses which include, but are not limited to, Tenant's pro-rata share of all real estate taxes, insurance premiums, utility charges if in the common area, maintenance, repair and replacement expenses of the common area, property management fees, and expenses relating to compliance with laws relating to the Shopping Center or the Premises which may arise or become due during the term of this Lease and shall be paid or discharged by Tenant as additional rent (all such items being sometimes hereinafter collectively referred to as "**Additional Rent**"). On the first day of each month, Tenant shall pay to Landlord as Additional Rent, together with Tenant's monthly installment of Base Rent, a sum equal to one-twelfth (1/12) of Landlord's reasonable estimate of Tenant's proportionate share of Additional Rent for the calendar year in which such payment becomes due. Within one hundred twenty (120) days after the end of each calendar year, Landlord shall notify Tenant in writing of its actual expenses for the Additional Rent Items for such calendar year, provided that Landlord's failure to notify Tenant within said time period shall not affect Tenant's obligation to pay Additional Rent Items as set forth herein. In the event that Tenant shall have paid to Landlord as Additional Rent an amount less than its share of Additional Rent for such calendar year, Tenant shall remit to Landlord such deficiency within twenty (20) days after receipt of Landlord's invoice therefor. In the event that the Tenant has paid an amount greater than its share of Additional Rent, said excess shall be applied towards Tenant's obligation for Additional Rent for the next calendar year.

1.07 All payments of Base Rent and Additional Rent shall be payable without previous demand therefor and without any right of setoff or deduction whatsoever, and in case of nonpayment of any item of Additional Rent by Tenant when the same is due, Landlord shall have, in addition to all its other rights and remedies, all of the rights and remedies available to Landlord under the provisions of this Lease or by law in the case of nonpayment of Base Rent. (Base Rent and Additional Rent may be collectively referred to as "**Rent**").

1.08 Use of the Premises. Tenant shall use the Premises as a Venezuelan restaurant and for no other purpose without Landlord's written consent. Tenant agrees that due to other tenant

exclusives in the Shopping Center that Tenant will not sell pizza or hamburgers in the Premises.

1.09 Security Deposit. On the Effective Date, Tenant shall deposit with Landlord security for the full and faithful performance of every provision of this Lease to be performed by Tenant in the amount of \$10,000.00. If Tenant defaults with respect to any provision of this Lease for more than five (5) business days after written notice, Landlord may use all or any part of this security deposit for the payment of any Rent and any other sum due or in default under this Lease, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default under this Lease, or to compensate Landlord for any loss or damage which Landlord may suffer by reason of Tenant's default under this Lease. If any portion of such deposit is so used, Tenant shall within ten (10) days after written demand therefore deposit funds with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall constitute a default hereunder. Landlord shall not be required to keep this security deposit separate from its general funds and Tenant shall not be entitled to interest on such deposit. The security deposit shall not be deemed an advance payment of Rent or a measure of damages for any default by Tenant under this Lease, and the security deposit shall not be a bar or a defense to any action that Landlord may commence against Tenant.

ARTICLE II SHOPPING CENTER.

2.01 Shopping Center. Landlord reserves the right to change the size and dimensions of the Shopping Center, including the number and location of buildings, building dimensions, the number of floors in any of the buildings, store dimensions, identity and type of other stores and tenancies, and the Common Areas.

ARTICLE III PREPARATION AND CONDITION OF PREMISES, POSSESSION AND RETURN.

3.01 Condition of Premises. Landlord shall deliver the Premises in broom swept condition, with all mechanicals in good working order. Otherwise, Landlord shall turn over possession of the Premises to Tenant on the Effective Date (the "**Possession Date**") in its As Is, Where Is condition.

Tenant shall, at its sole cost and expense, maintain and repair the improvements in the Premises, except for those items required to be maintained by Landlord herein. Tenant's obligation shall include, without limitation, maintenance, repair and replacement of exterior entrances, window frames and all glass in show windows, molding, partitions, doors, door frames and checks, fixtures, equipment and appurtenances and all heating, ventilating and air conditioning equipment, lighting and plumbing fixtures and furnishings, floors and floor coverings, walls, ceilings, doorways, and all other things installed in the Premises, so that the Premises shall at all times be in the same condition as when originally installed, subject to ordinary wear and tear. For purposes hereof, the term "repairs" shall include replacements, renewals, alterations, additions and improvements. All repairs made by Tenant shall consist of material and workmanship of comparable quality to the original condition of the repaired or replaced item. For the heating, ventilating, and air conditioning equipment, Tenant shall hire a contractor, reasonably acceptable to Landlord, to maintain such equipment no less than twice per year. Time is of the essence in each

and every instance hereunder with respect to the covenants, undertakings and conditions of Tenant to be performed hereunder.

Tenant shall, throughout the Lease Term, at its sole cost and expense, comply and cause the Premises to comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments or other governmental or quasi-governmental authorities having jurisdiction over the Premises, including the Illinois Environmental Protection Agency and appropriate departments, commissions, boards, and officers thereof. Tenant shall also observe and comply with the requirements of all policies of public liability, fire and other contracts of insurance at any time in force with respect to the building and improvements on the Premises and the fixtures and equipment thereof.

Tenant shall pay all connection ("tap-on") charges with respect to the utilities. Tenant shall pay all metered charges directly to the applicable utility as of the Possession Date including but not limited to water, sewer, electricity, and gas. Tenant shall pay for its water use directly to Landlord. In the event that Tenant shall not pay all charges, then Landlord shall have the right, but not the obligation, to pay such charges, and the amount so expended by Landlord shall be due from Tenant on demand and shall be deemed Additional Rent due hereunder. In the event any utility cannot be separately metered, Tenant shall pay its share of such utility charge as reasonably determined by Landlord.

EXCEPT AS OTHERWISE SET FORTH HEREIN, TENANT ACKNOWLEDGES AND UNDERSTANDS THAT LANDLORD IS LEASING THE PREMISES TO TENANT "AS IS," WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR HABITABILITY.

Tenant shall be responsible for maintaining, cleaning and shoveling the sidewalk outside of the Premises, and the maintenance and cleaning of the awning outside of the Premises.

3.02 Improvements. The improvements placed in or upon the Premises by Tenant shall be Landlord's property, and unless the Landlord requests that said improvements not be removed, Tenant shall remove same and restore the Premises to a "vanilla box", or the same condition as when delivered to Tenant on the Possession Date, at the termination of this Lease. If Landlord requests that said improvements remain on the Premises, then same shall remain upon the Premises at the termination of this Lease by lapse of time or otherwise, without compensation, allowance or credit to the Tenant. Tenant shall remove the Tenant's furniture, machinery, trade fixtures and other items of personal property of every kind and description from the Premises prior to expiration or termination of the Lease Term. If Tenant does not remove said additions, hardware, non-trade fixtures and improvements, the Landlord may remove and dispose of same and the Tenant shall pay the reasonable cost of such removal and disposal to the Landlord upon demand together with interest thereon at the annual rate of twelve percent (12%).

3.03 Use of Roof. The roof above the Premises is not part of the Premises and is exclusively reserved to Landlord, and Tenant shall not go on the roof nor install any antennae, satellite dish or other improvements on the roof nor penetrate the roof in any manner without Landlord's prior written consent.

3.04 Tenant's Work. For any construction work performed by or for Tenant, certificates of liability insurance in reasonable amounts, protecting and holding Landlord and its property manager (as additional named insureds) harmless in connection with such work, shall be obtained by Tenant at Tenant's sole cost and expense, and the original of such certificates of liability insurance, together with a copy of the policy of insurance relating thereto (when available), shall be delivered to Landlord before the commencement of such work. Prior to the commencement of such work, Tenant shall furnish to Landlord a firm contract, or series of contracts, relating to the doing of the work and for the providing of labor and materials included with such repairs, remodeling and improvements, from a contractor or series of contractors for Landlord's approval. The contractor shall clean the work area daily, install appropriate policing and safety measures in all public areas, including, without limitation the exterior of the building and to be responsible for the proper conduct of all employees of the contractor. All work shall be conducted so as not to interfere with the other tenants, licensees and other occupants or users of the building. Landlord shall have the right to stop work if Landlord determines that Tenant's Work is unreasonably interfering with other tenants, licensees and other occupants or users of the building. Tenant hereby agrees to indemnify and save Landlord harmless from and against any and all liens that may be filed against Landlord's property or title as a result of such work. Tenant warrants that all work shall be done in a good and workmanlike manner, pursuant to the aforesaid plans and specifications, and in compliance with the building and zoning laws and other laws, ordinances, orders, rules, regulations and requirements of all state, federal and municipal governments, and the appropriate departments, commissions, boards and officers thereof. All of Tenant's contractors and subcontractors of its contractors shall carry public liability insurance with at least \$1,000,000 single limit broad form coverage and worker's compensation insurance, and each such insurance policy shall name Landlord and its agents as additional named insureds. Each such contractor and subcontractor shall submit to Landlord proof of such insurance before they may begin work on the Premises and Landlord shall be an additional named insured. If any lien or charge for the payment of money owed by Tenant shall be filed against the Premises or any improvements thereon or against Landlord, or if any form of security agreement shall be filed with respect to equipment or materials used in the construction or alteration of any such improvement, which creates a lien or other charge upon or otherwise adversely affect Landlord's interest in the Premises, then Tenant shall, at its own cost and expense, cause the same to be canceled or discharged by bond deposited within a title company within twenty-one (21) days after notice of filing thereof, or deliver to Landlord within said 21 day period an amount of money equal to one hundred fifty percent (150%) of said lien amount, to be held by Landlord as security for payment of said lien. Should Tenant fail to furnish such security or pay any such lien or charge or other cost or expense in connection with the Premises or any improvements thereon, Landlord may, at its option and in addition to any other remedy hereunder, pay the same, in which event the amount of any such payment shall become immediately due and payable by Tenant to Landlord as Additional Rent hereunder, with interest thereon from the date of payment by Landlord to the date Tenant pays such amount to Landlord, at an annual rate of twelve percent (12%).

ARTICLE IV COMMON AREAS AND FACILITIES.

4.01 Common Areas and Facilities. 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 (herein referred to as the "Common Areas"). Landlord shall operate, manage, equip, light, insure, repair and maintain the Common Areas for their intended purposes in such manner as Landlord shall, in its sole discretion, determine and may, from time to time, change, the size, location and nature of any Common Areas, and Landlord shall not be subject to liability therefore, nor shall Tenant be entitled to any compensation, or diminution or abatement of rent, nor shall any such action be deemed an actual or constructive eviction of Tenant.

ARTICLE V
LANDLORD'S ADDITIONAL COVENANTS.

5.01 Repairs by Landlord. Landlord shall keep the parking lot and driveways, foundation and roof of the Premises and Shopping Center in good order, repair and condition, unless any necessary work is required because of damage caused by any act, omission or negligence of Tenant or its employees, invitees, customers, agents or contractors. Landlord shall not be required to commence any such repair until five (5) business days after written notice from Tenant that the same is necessary. Landlord shall repair emergency situations without delay. The provisions of this paragraph shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which events the obligations of Landlord shall be controlled by Article VII. Except as provided in Article V and Article VII of this Lease, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Premises, or to any equipment, facilities or fixtures contained therein.

ARTICLE VI
TENANT'S ADDITIONAL COVENANTS.

6.01 Affirmative Covenants. Tenant covenants, at its expense, at all times during the Lease Term:

(a) To perform promptly all of the obligations of Tenant as set forth in this Lease, including, but not limited to, the obligation to pay when due all rent and all charges, rates and other sums that, by the terms of this Lease, are to be paid by Tenant. Payment of all such amounts shall be made to:

Bartlett Commercial LLC
c/o Troy Realty Ltd
6625 N. Avondale Ave.
Chicago, IL 60631

or to such persons at such other places as Landlord may designate in written notice to Tenant from time to time. Tenant will make such payment by ACH or electronic transfer if possible.

(b) To permit Landlord, Landlord's mortgagee and their respective agents, to enter the Premises at reasonable times for the purpose of inspecting the same, of making repairs, additions or alterations thereto or to the building in which the same are located, and of showing the Premises to prospective purchasers, lenders and tenants.

(c) That all of the rights and interests of Tenant under this Lease are subject and subordinate to the lien of any first or second mortgage now existing or hereafter placed upon

the Shopping Center, in each case without any necessity of further action by the mortgagee or trustee under any such mortgage, Landlord or Tenant and without any obligation of any such mortgagee to recognize this Lease or Tenant in the event of foreclosure. Any mortgagee may, in the alternative, elect to give some or all of the rights and interest of Tenant under this Lease priority over the lien of its mortgage. The election of such mortgagee shall be binding upon Tenant whether this Lease is dated prior or subsequent to the date of said mortgage. Tenant shall execute and deliver whatever instruments may reasonably be required for such purposes. At Tenant's request, Landlord will use commercially reasonable efforts to obtain a Subordination and Non Disturbance Agreement from its lender.

(d) Not to load, unload or park any truck or other delivery vehicle in any area of the Shopping Center except that designated for such purposes or to unreasonably interfere with the flow of traffic at the Shopping Center.

(e) Not to injure, overload, deface or otherwise harm the Premises or Shopping Center.

(f) Not to commit any nuisance or unreasonably annoy owners or occupants of neighboring property or other tenants in the Shopping Center.

(g) Not to permit any unreasonable odors to emanate from the Premises or any improvement thereon.

(h) Not to use the Premises for any extra-hazardous purpose, including but not limited to, any type of explosive device, or in any manner that will suspend, void or make inoperative any liability policy or policies of insurance of the kind generally in use in the state at any time carried on any improvement within the Shopping Center.

(i) Not to sell, distribute or give away any product which tends to create a nuisance.

(j) Not to make any use of the Premises which is improper, offensive or contrary to any law or ordinance or any regulation of any governmental authority.

(k) Not to conduct or permit any going-out-of-business, bankruptcy, fire, or auction sales on the Premises.

(l) Not to use any advertising medium such as hand bills, flashing lights, searchlights, loud speakers, phonographs, sound amplifiers or radio or television receiving equipment in a manner to be seen or heard outside the building on the Premises in a manner commercially unreasonable in Landlord's reasonable discretion.

(m) To follow the Shopping Center Rules and Regulations set forth on Exhibit A. Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Shopping Center, provided that such changes are applicable to all tenants of the Shopping Center.

(n) To pay for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises or in or on the Building or Shopping Center.

ARTICLE VII DAMAGE, DESTRUCTION AND EMINENT DOMAIN.

7.01 Fire, Explosion or Other Casualty. In the event the Premises are damaged by fire, explosion or any other casualty to an extent which is less than 50 percent of the cost of replacement of the Premises, as determined by Landlord, the damage shall be repaired promptly by Landlord at Landlord's expense, provided that Landlord shall not be obligated so to repair the Premises if such fire, explosion or other casualty is caused, directly or indirectly, by the negligence of Tenant, its agents, customers, contractors, or employees or if insurance does not pay for the repair. In the event (a) the Premises shall be damaged to the extent of 50 percent or more of the cost of replacement, (b) all buildings (taken in aggregate) in the Shopping Center shall be damaged to the extent of more than 25 percent of the cost of replacement, or (c) insurance doesn't cover the cost of the repair, Landlord may elect to terminate this Lease upon giving written notice of such election to terminate to Tenant within 90 days after the occurrence of the event causing the damage, and, if Landlord does not so terminate, Landlord shall promptly repair the Premises and Shopping Center on the terms described above. Tenant acknowledges and agrees that Rent and other charges owing hereunder shall not abate because of any fire, explosion or other casualty affecting all or any part of the Premises caused by Tenant, its agents, customers, contractors, or employees.

7.02 Eminent Domain. If the whole of the Premises shall be taken by any public authority under the power of eminent domain, the Lease Term shall cease as of the day possession shall be taken by such public authority, and Tenant shall pay rent up to that date. If part, but not all, of the Floor Area of the Premises shall be so taken, the Lease Term shall cease only on the part so taken as of the day possession shall be so taken by such public authority, and Tenant shall pay rent up to that day, and thereafter the Base Rent shall be adjusted equitably. Landlord shall at its expense make all necessary repairs or alterations to the basic building and exterior thereof so as to constitute the remaining premises a complete architectural unit. If more than 25 percent of the building in which the Premises are located, or more than 25 percent of the aggregate of all the buildings in the Shopping Center, shall be taken under the power of eminent domain, Landlord may, by notice in writing to Tenant, given on or before the day of surrendering possession to the public authority, terminate this Lease, and rent shall be paid or refunded as of the date of termination. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises or otherwise, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation. Notwithstanding the above, Tenant may make a claim to the public authority for its loss of personal property and improvements he placed in the Premises.

ARTICLE VIII DEFAULTS BY TENANT AND REMEDIES.

8.01 Defaults By Tenant. Landlord may, at its option, terminate this Lease if any default by Tenant continues after written notice, in case of non-payment of rent or any other payment

provided to be made hereunder for more than 5 days, or in case of any other default that Tenant does not cure within 20 days; or if Tenant makes any assignment for the benefit of creditors, commits any act of bankruptcy, or files a petition under any bankruptcy or insolvency law; or if such a petition is filed against Tenant and is not dismissed within 30 days; or if a receiver or similar officer becomes entitled to this leasehold; or if Tenant's interest in this Lease is taken on execution or other process of law in any action against Tenant. Upon such termination of this Lease, Landlord may re-enter the Premises and remove all persons, fixtures, and chattels therefrom, and Landlord shall not be liable for any damages resulting therefrom. Upon the happening of any of the above-mentioned events, Landlord may repossess the Premises without demand or notice of any kind to Tenant (except as hereinabove expressly provided for or in compliance with laws) and without terminating this Lease, in which event Landlord may, but shall be under no obligation to, relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Premises for a term or for a Rent greater or lesser than that remaining under the Lease Term, and the right to relet the Premises as a part of the larger area, and the right to change the character or use made of the Premises). Landlord may, for the purpose of such reletting, decorate and make any repairs, changes, alterations and additions in or to the Premises that it may deem necessary or convenient. Alternatively, in the event of any default by Tenant as set forth above, Landlord may choose to seek from Tenant and if so, Tenant shall pay to Landlord, on demand as liquidated damages and not as a penalty, a sum equal to the amount of the Rent provided herein to be paid by Tenant through the Termination Date or as extended by the Option Period.

8.02 Effect of Waivers of Default. No consent or waiver expressed or implied, by Landlord to, or of any breach of, any covenant, condition or duty of Tenant shall be construed as a consent or waiver to, or of any other breach of, the same or any other covenant, condition or duty.

8.03 Landlord's Right To Cure Defaults. Landlord may, but shall not be obligated to, cure at any time, without notice, any default by Tenant under this Lease and, whenever Landlord so elects, all costs and expenses thereby incurred by Landlord, including, without limitation, attorneys' fees, expenses and costs, together with interest on the amount of costs and expenses so incurred at the rate of 12 percent (12%) per year.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Mutual Waiver of Subrogation Rights. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Premises or the building in which the Premises are located, and (b) such party is then covered, in whole or in part, by insurance with respect to such loss, cost, damage or expenses, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance, and waives any right of subrogation which might otherwise exist in, or accrue to, any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the fire, explosion or other casualty is caused, directly or indirectly, by the negligence of Tenant, its agents, customers, contractors or employees, or the effect thereof is to invalidate such insurance coverage or increase

the cost thereof (provided, that in the case of increased cost, the other party shall have the right, within 30 days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect). In any case where the fire, explosion or other casualty is caused, directly or indirectly, by the negligence of Tenant, its agents, customers, contractors or employees, Tenant shall also pay for Landlord's insurance deductible.

9.02 Notices From One Party To The Other. All notices, demands and requests required or permitted under this Lease shall be in writing. All notices, demands and requests shall be deemed to have been properly given when served personally, by a reputable overnight delivery carrier or deposited in a Post Office or branch Post Office regularly maintained by the United States Government, Certified Mail - Return Receipt Requested - with postage prepaid; addressed to:

Landlord at the address appearing in Section 1.01(a) with a copy to:

David S. Horwitch
Horwitch Goldstone & Shaw LLC
1528 Shermer Rd.
Northbrook, IL 60062

and addressed to Tenant at the address of Tenant as stated in Section 1.01(b).

9.03 Relationship of the Parties; Gender. Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the neuter gender shall include the masculine and feminine genders.

9.04 Estoppels Certificates. At any time and from time to time, Tenant agrees, upon request from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing, within ten days of the request, 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 dates to which the Base Rent and other charges have been paid, and any other factual data relating to this Lease or the Premises which Landlord may reasonably request.

9.05 Recordation. Tenant agrees not to record this Lease or any form thereof.

9.06 Late Fees and Interest on Unpaid Amounts. All amounts owed by Tenant to Landlord hereunder shall be deemed to be Additional Rent and shall, unless otherwise provided herein, be paid within 10 days from the date Landlord renders statements of accounts thereof. All amounts (including Base Rent) more than ten (10) days late shall bear interest from the date due until the date paid at the rate of 8% per year until paid and include a \$250.00 late fee.

9.07 Applicable Law and Construction. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. 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 Sections contained herein are for convenience only and do not define, limit or construe the contents of such Articles or Sections.

9.08 Broker. Landlord and Tenant each warrant and represent to the other that it has not dealt with any broker except Troy Realty. Landlord and Tenant each agree to indemnify, defend and hold the other harmless with respect to any claim of liability asserted against the indemnified party arising from the indemnifying party's alleged business relationship with any other broker.

9.09 Execution of Lease by Landlord and Tenant. Except as stated in this Lease, no employee or agent of Landlord or of Landlord's broker, if any, has the authority to make or execute a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon execution and delivery by Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord, or of Landlord's broker, if any, shall alter, change or modify any of the provisions hereof.

9.10 Binding Effect of Lease Assignment. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder arising after the date of such assignment. Tenant shall not assign its interest or obligations under this Lease without the written consent of Landlord, such consent not to be unreasonably withheld. Any proposed assignment by Tenant shall be accompanied with a written request and a \$1,500 administrative fee.

9.11 Counterparts. This Lease may be executed in one or more counterparts, but all such counterparts shall be one and the same single instrument. Facsimile or electronic signatures shall have the same force and effect as an original.

9.12 No Personal Liability. It is expressly understood and agreed that Tenant shall look solely to Landlord's corporate estate and interest in the Shopping Center or the proceeds thereof for the satisfaction of any right of Tenant for the collection of a judgment or other judicial or arbitration process against Landlord or its beneficiaries, managers, members, directors, officers, employees, partners, contractors, or agents, and no other property of Landlord or its beneficiaries, managers, members, directors, officers, employees, partners, contractors, or agents shall be subject to levy, lien, execution or attachment for satisfaction of Tenant's rights or remedies hereunder and none of Landlord or its beneficiaries, managers, members or agents shall have any personal liability to Tenant hereunder or for any matters arising out of this Lease or Tenant's occupancy in the Premises.

9.13 Signage. Tenant shall have the right, at its cost, to place such signs visible from the front exterior of the Premises on Main Street in compliance with the code of the Village of Bartlett and with the written consent of Landlord, such consent shall not be unreasonably withheld.

9.14 Holdover. If, after the termination of the Lease Term, by lapse of time or otherwise, Tenant retains possession of the Premises or any part thereof, Tenant, at Landlord's option, shall become a tenant from month-to-month, and shall pay to Landlord Rent at 200% the rate payable for the year immediately preceding such holding over computed on a monthly basis (without reduction for any partial month or for abatements, if any) from the time Tenant thus remains in possession and, in addition, Tenant shall pay Landlord all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession of the Premises. As a month-to-month tenant, Tenant shall be subject to all the terms, conditions, covenants and agreements of this Lease, except that the Monthly Rent due during such month-to-month tenancy shall be the Rent specified in the first sentence of this Section, any options or expansion rights shall not apply, and Landlord may terminate such month-to-month tenancy by service of notice to Tenant as provided by statute. Any such holdover shall not constitute an extension of this Lease. The provisions of this Section do not waive Landlord's right of re-entry or right to regain possession with or without actions at law or in equity or by any other rights hereunder upon the termination of the Lease Term of this Lease, whether due to the lapse of time or otherwise.

9.15 Hazardous Substances And Materials. During the term of this Lease, Tenant shall not suffer, allow, permit or cause the generation, accumulation, storage, possession, release or threat of release of "hazardous substances," "pollutants," "hazardous waste" or "toxic materials" as those terms are used in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 O.K. § 9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 52 U.S.C. Sections 9601 et seq., as amended, the Toxic Substance Control Act (or any regulations promulgated under the foregoing) or any other present or future federal, state or local law, ordinance, rule or regulation (including but not limited to the Illinois Environmental Protection Act (IEPA)), including extremely flammable substances, explosives, radioactive materials and petroleum/petroleum products (collectively, "**Hazardous Substances**"); provided, however, that the foregoing prohibition shall not be applicable to normal and reasonable amounts of cleaning and pest control supplies reasonably necessary for maintenance of the Premises so long as such materials are properly, safely and lawfully stored and used by Tenant and the quantity of the same does not equal or exceed a "reportable quantity" as defined under CERCLA.

9.16 Insurance. Tenant shall procure and maintain at its own cost, occurrence based policies of commercial general liability insurance providing bodily injury, personal injury and property damage coverages with contractual liability coverage for the agreements of indemnity provided for under this Lease with such limits as may be reasonably requested by Landlord from time to time, which as of the date hereof shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate limit of coverage (which limit shall apply only to claims arising out of this Lease and Tenant's activities at or about the Premises) insuring Tenant from all claims, demands or actions for injury to or death of any person or persons and for damage to property made by, or on behalf of, any person or persons, firm or corporations, arising from, related to or connected with the Premises. Landlord and its property manager must be a named additional insured on all policies, with a waiver of subrogation.

9.17 WAIVER OF TRIAL BY JURY. TENANT AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS LEASE.

9.18 Indemnification. Tenant agrees to indemnify, defend and save Landlord harmless against and from any and all claims by or on behalf of any person or entity, arising from the conduct or management of the business conducted on the Premises or from any work or thing done by or on behalf of Tenant or by its subtenants, agents, employees, contractors, officers, directors, licensees, sublicensees or invitees on or about the Premises and/or the Shopping Center, and will further indemnify and save Landlord harmless against and from any and all claims arising during or after the Lease Term from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or arising from any act of negligence or willful misconduct of Tenant, or any of its subtenants, agents, contractors, employees, officers, directors, licensees or sublicensees, and from and against all costs, counsel fees, expenses and liabilities arising from any such claim or action or proceeding brought thereon. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon request of Landlord, shall defend such action or proceeding by counsel reasonably satisfactory to Landlord. This indemnification provision shall survive the expiration or other termination of this Lease.

9.19 Attorneys' Fees. In the event that Landlord and Tenant become involved in any proceeding to enforce this Lease or the rights, duties or obligations hereunder, the prevailing party in such proceeding shall be entitled to receive, as part of any award, reasonable attorney's fees and costs incurred.

9.20 Quiet Enjoyment. Landlord covenants that Tenant, upon paying all Rent and performing all covenants and agreements on its part to be performed, shall have quiet enjoyment and possession of the Premises during the Term, as extended, without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

9.21 Mixed Use Development. It is hereby understood and agreed that the Shopping Center is part of a mixed use development consisting of both a retail use and a residential use (the "**Residential Parcel**") within the same building. Accordingly, Tenant shall not act or fail to act in any way that could interfere with, annoy or adversely affect the residents of the Residential Parcel or create a nuisance within the building of which the Shopping Center is a part. In furtherance of the foregoing, Tenant is prohibited from attaching any noise or vibration generating equipment or apparatus directly to the underside of the structural components or concrete plank that demises the Premises from the residential component of the Building. The Residential Parcel shall be excluded from the definition of the Shopping Center.

9.22 Smoke, Odors, etc. Tenant shall, at its sole cost and expense, provide the necessary exhaust fans and systems, ductwork and venting to ensure that all smoke, odors, vapors and steam are exhausted from the Premises. Tenant shall ensure that such systems shall be installed and maintained so as to prevent the discharge of smoke, odors, vapors and steam into the building and to avoid the likelihood that such smoke, odors, vapors and steam will be directed to or carried into

building. Landlord shall not, by its approval of the location, construction or appearance of any of Tenant's exhaust system or facilities relating to the Premises, be deemed to have represented that such systems are adequate or that the same comply with applicable laws or regulations of any governmental authority having jurisdiction over the Premises or the Tenant's business, nor shall such approval be deemed a waiver by Landlord of the right to require that Tenant modify such systems or facilities or add other or additional systems or facilities in order to prevent the discharge of smoke, odors, vapors and steam in violation of the provisions of this Section. Tenant's exhaust and venting systems shall include fire prevention and/or extinguishment facilities or systems as may be reasonably required from time to time by Landlord in view of Tenant's methods and volume of cooking and other food and beverage preparation. This requirement shall be in addition to any other requirement for sprinklers or other fire protection facilities installed in the Premises. Tenant shall not less frequently than monthly adequately clean all exhaust and venting systems serving the Premises. This cleaning shall include degreasing of all hoods, fans, vents, pipes, flues, grease traps or other areas of such systems subject to grease build-up. Tenant shall provide to Landlord, upon demand, reasonable proof that Tenant is complying with this Section. In the event that Tenant shall refuse or fail to clean and degrease such systems, Landlord may arrange for the cleaning and degreasing thereof, and Tenant shall pay the entire cost thereof plus an administrative charge equal to 15% of the cost thereof to the Landlord as additional rent under the Lease. Landlord shall not be liable to Tenant for any loss or damage that may accrue to Tenant's stock in trade or business by reason thereof, including, but not limited to, any loss of revenues resulting from any required limitation or cessation of Tenant's business while such cleaning is performed or as a result thereof.

9.23 Pest Control. Tenant shall, at its sole cost and expense, cause professional exterminators to service the Premises, including but not limited to all food preparation and food storage areas to the extent necessary to keep the Premises free of insects, rodents, vermin and other pests, and to prevent insects, rodents, vermin and other pests from the Premises infesting spaces in the building. Tenant shall provide to Landlord, upon demand, reasonable proof that Tenant is performing its obligations under this Section. In the event that Tenant shall refuse or fail to have such exterminating regularly performed, then Landlord may arrange for such work to be done, and Tenant shall pay the entire cost thereof, plus an administrative charge equal to 15% of the cost thereof as additional rent hereunder.

9.24 Grease Traps, Drains, Pipes etc. Tenant shall at its sole cost and expense, provide the necessary piping, connections, grease traps, catch basins and other facilities for the removal of all waste liquids from the Premises in compliance with all applicable codes and ordinances of the Village of Rockton and other governmental authorities having jurisdiction over the Premises. Landlord may require that Tenant's waste liquids removal equipment include ejector pumps. Such facility shall be connected to the sewers and mains provided by Landlord and shall be constructed so as to prevent the backing up or discharge of any such waste liquids into the Premises or into the building. Landlord shall not, by its approval of the location or construction of any of the Tenant's waste liquid disposal facilities in the Premises or elsewhere in the building be deemed to have represented that such facilities are adequate or that the same comply with applicable laws, ordinances or regulations, nor shall such approval be deemed a waiver by Landlord of the right to require that Tenant modify such facilities or add other or additional facilities to provide adequate waste liquid removal capacity for Tenant's use of the Premises or in order to prevent the discharge

of such waste liquids or odors therefrom into the Premises or the building. Tenant shall not dispose of waste, grease, oil or other materials which tend to cause clogging or blockage of pipes and drains by pouring or permitting the same to flow into any drains or pipes. In the event that Tenant shall do so, Tenant shall reimburse Landlord for the entire cost of cleaning all drains, pipes, sewers or other waste liquid disposal facilities damaged thereby plus an administrative charge equal to 15% of the cost thereof, as rent under this Lease. For this purpose, the term "cleaning" shall be deemed to include the replacement of all or any portion of the waste liquid disposal facilities necessitated by Tenant's improper disposal of grease. Tenant shall regularly and adequately clean or provide for the cleaning of all grease traps, catch basins and similar facilities serving the Premises. Tenant shall not use any chemicals or other cleaning methods which could damage the drain pipes or other portions of the drainage and/or sewer systems in the Premises or the building. Tenant shall provide to Landlord upon demand reasonable proof that Tenant is honoring its obligations under this Section. In the event that Tenant shall refuse or fail to regularly clean or arrange for the regular cleaning of such facilities, Landlord may arrange for such cleaning thereof and Tenant shall pay the entire cost thereof, plus an administrative charge equal to 15% of the cost thereof as additional rent hereunder.

9.25 Deliveries. Because of the unique nature of Tenant's business, Tenant (1) will not permit any deliveries of goods or merchandise to the Premises at any time when Tenant's employees are not available to receive same; (2) will not permit any goods or merchandise to remain in, on or near any doorways, loading docks, receiving areas or other portions of the Premises (any goods or merchandise remaining in such areas shall be deemed to be trash and may be disposed of by Landlord in such manner as Landlord may deem advisable without liability to Tenant therefor); and (3) will require that all purveyors with whom Tenant does business adequately and securely package all goods and merchandise so as to prevent any leaking, spilling, spoilage, odors or infestation.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto executed this Lease as their respective free and voluntary act, as of the date first above set forth.

LANDLORD:

BARTLETT COMMERCIAL LLC,
an Illinois limited liability company,

By: 
David Horwich (May 5, 2023 15:18 CDT)
Name: David Horwich
Its: Manager
May 5, 2023

TENANT:

LUISA ESTRADA DBA ISSA'S VENEZUELAN
FOOD

By: 
Luisa Estrada (May 5, 2023 10:02 CDT)
Name: LUISA ESTRADA
May 5, 2023

EXHIBIT A

SHOPPING CENTER RULES AND REGULATIONS

The following rules and regulations shall apply to Tenant's use of the Premises and the Shopping Center, and the appurtenances thereto:

1. The Common Area shall not be obstructed by Tenant or used for purposes other than parking, ingress and egress to and from the Premises and for going from one to another part of the Shopping Center.
2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees or invitees, shall be paid by Tenant.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Shopping Center without the prior written consent of Landlord. No nails, hooks or screws shall be driven or inserted in any exterior part of the Shopping Center.
4. Tenant shall not make or permit any vibration or improper, objectionable or unpleasant noises or odors in the Shopping Center or otherwise interfere in any way with other tenants or persons having business with them.
5. No machinery of any kind (other than normal office, store or restaurant equipment) shall be operated by Tenant without Landlord's prior written consent, nor shall Tenant use or keep in the Shopping Center any flammable or explosive fluid or substance.
6. Landlord will not be responsible for lost or stolen personal property, money or jewelry from a tenant's premises or public or common areas.
7. No vending or dispensing machines of any kind may be maintained in any leased premises without the prior written permission of Landlord.
8. Tenant shall not conduct any activity on or about the Premises or Shopping Center which will draw pickets, demonstrators, or the like.
9. All vehicles are to be currently licensed, in good operating condition, parked for business purposes having to do with Tenant's business operated in the Premises, parked within parking spaces designated by Landlord from time to time, one vehicle to each space. No vehicle shall be parked as a "billboard" vehicle in the parking lot.
10. No tenant may enter into phone rooms, electrical rooms, mechanical rooms, or other service areas of the Shopping Center unless accompanied by Landlord or the property manager.
11. Tenant will not permit any of its customers or agents to bring onto the Shopping Center any handgun, firearm or other weapons of any kind, illegal drugs or, unless expressly permitted by Landlord in writing, alcoholic beverages.

Issa's Venezuelan Food Lease Bartlett Town Center 207

Final Audit Report

2023-05-05

Created:	2023-05-03
By:	Stephen Cioromski (Stephen@troyrealtlytd.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsnKQMA_rPhD_7HO8yaaFF124pSg1MGdV

"Issa's Venezuelan Food Lease Bartlett Town Center 207" History

-  Document created by Stephen Cioromski (Stephen@troyrealtlytd.com)
2023-05-03 - 5:24:06 PM GMT- IP address: 73.110.255.69
-  Document emailed to issasvenezuelanfood@gmail.com for signature
2023-05-03 - 5:25:53 PM GMT
-  Email viewed by issasvenezuelanfood@gmail.com
2023-05-05 - 3:01:40 PM GMT- IP address: 66.102.6.244
-  Signer issasvenezuelanfood@gmail.com entered name at signing as Luisa Estrada
2023-05-05 - 3:02:34 PM GMT- IP address: 99.179.151.55
-  Document e-signed by Luisa Estrada (issasvenezuelanfood@gmail.com)
Signature Date: 2023-05-05 - 3:02:36 PM GMT - Time Source: server- IP address: 99.179.151.55
-  Document emailed to dhorwitch@hgslegal.com for signature
2023-05-05 - 3:02:37 PM GMT
-  Email viewed by dhorwitch@hgslegal.com
2023-05-05 - 3:03:20 PM GMT- IP address: 104.28.76.96
-  Signer dhorwitch@hgslegal.com entered name at signing as David Horwitch
2023-05-05 - 8:18:38 PM GMT- IP address: 104.49.127.108
-  Document e-signed by David Horwitch (dhorwitch@hgslegal.com)
Signature Date: 2023-05-05 - 8:18:40 PM GMT - Time Source: server- IP address: 104.49.127.108
-  Agreement completed.
2023-05-05 - 8:18:40 PM GMT



Adobe Acrobat Sign

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("**Amendment**") is made as of this 27th day of October, 2023, between BARTLETT COMMERCIAL LLC, an Illinois limited liability company ("**Landlord**") and LUISA ESTRADA DBA ISSA'S VENEZUELAN FOOD ("**Tenant**").

Recitals:

Landlord and Tenant wish to amend that certain Bartlett Town Center Shopping Center Lease (the "**Lease**") dated May 5, 2023 for the property commonly known as 207 S. Main Street, Bartlett, Illinois 60103.

NOW THEREFORE, the parties in consideration of the mutual promises and covenants hereinafter contained agree to the Amendment as follows:

1. The parties agree that ISSA'S RESTAURANT BAR LLC is added as a tenant.
2. This Amendment may be executed in counterparts and facsimile or scanned signatures shall have the same force and effect as originals. Except as expressly amended herein, all other terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of any conflict between the Lease and this Amendment, this Amendment shall control.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first written above.

LANDLORD:

BARTLETT COMMERCIAL LLC,
an Illinois limited liability company

By: David Horwitch
Its: Manager

TENANT:

LUISA ESTRADA DBA ISSA'S VENEZUELAN FOOD

By: 
Name: LUISA ESTRADA

ISSA'S RESTAURANT BAR LLC,
an Illinois limited liability company

By: 
Its: Manager



LM-39
Liquor Manager
Application
Status: Complete
Submitted On: 12/7/2023

Primary Location
No location

Applicant
LUISA ESTRADA
[REDACTED]
issasvenezuelanrestaurantbar@gmail.com
[REDACTED]
HANOVER PARK, IL 60133

Statement of Liquor Manager

Name of Business* ?

issas restaurant bar llc

Business Address:*

207 s main st bartlett

Business Telephone Number*

6309560006

Liquor Manager Name*

luisa estrada

Home Address*

6813 plum tree ln hanover park 60133

Previous address ?

Home Telephone Number* ?

[REDACTED]

Date of birth*

[REDACTED]

Place of birth*

venezuela

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?*

07/15/2023

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*

LUISA ESTRADA

Date of appointment

05/12/2023

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

ISSAS RESTAURANT BAR LLC, 207 S MAIN ST BARTLETT , ANA ESCALONA ,
GERENTE

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*

PREPARATION OF BEVERAGES, SERVE LIQUOR WITH ALCOHOL CERTIFICATE

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.*

LUISA ESTRADA
Dec 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.*

LUISA ESTRADA
Dec 7, 2023



Est. 1892

DEPARTMENT OF POLICE

The Village of Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

POLICE DEPARTMENT MEMORANDUM 23-34

DATE: July 19, 2023
TO: Paula Schumacher, Village Administrator
FROM: Geoffrey Pretkelis, Chief of Police *GP*
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Luisa Estrada De Escalona

Business: Issa's Venezuelan Food (liquor manager/owner)

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

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

GP/kt

cc: Diane Czerwinski
File



450th Nationally
Accredited



DEPARTMENT OF POLICE

The Village of
Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

POLICE DEPARTMENT MEMORANDUM
23-51

DATE: November 13, 2023
TO: Paula Schumacher, Village Administrator
FROM: Geoffrey Pretkelis, Chief of Police *GP*
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Ana Escalona Estrada

Business: Issa's Restaurant

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

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

GP/kt

cc: Diane Czerwinski
File



450th Nationally
Accredited



Est. 1892

DEPARTMENT OF POLICE

The Village of Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

POLICE DEPARTMENT MEMORANDUM 23-50

DATE: November 13, 2023
TO: Paula Schumacher, Village Administrator
FROM: Geoffrey Pretkelis, Chief of Police *gp*
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Jhofran J. Lanten Arteaga

Business: Issa's Restaurant

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

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

GP/kt

cc: Diane Czerwinski
File



450th Nationally
Accredited



Est. 1892

DEPARTMENT OF POLICE

The Village of Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

POLICE DEPARTMENT MEMORANDUM 23-52

DATE: November 13, 2023
TO: Paula Schumacher, Village Administrator
FROM: Geoffrey Pretkelis, Chief of Police *GP*
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Carlos Escalona Nunez

Business: Issa's Restaurant

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

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

GP/kt

cc: Diane Czerwinski
File



450th Nationally
Accredited

CERTIFICATE

of

COMPLETION

Ana Escalona

for successfully completing the standards set forth for the

Food Protection Manager

which is accredited by the American National Standards Institute (ANSI) - Conference for Food Protection (CFP)



#1203



The Always Food Safe Company
899 Montreal Circle, St. Paul, 55102
www.alwaysfoodsafecom

Date Completed:	7/19/2022	Valid through:	7/19/2027
Learner reference:	127258	Course Reference:	440
Certificate #:	1542395	Exam Form #:	59
Proctor Name:	Michael Paladines	Exam Form Name:	Spanish Food Protection Manager 6B
Exam Location:	Aurora, IL	Status:	Passed

A handwritten signature in black ink, appearing to read "Nick Eastwood".

Nick Eastwood
President
The Always Food Safe Company



CERTIFICATE

of
COMPLETION



ANSI ACCREDITED PROGRAM
Approved by American National Standards Institute
for the Certification of Food Protection Managers

#1203



Ana Escalona

has successfully completed the required Food Protection Manager
program for

Food Protection Manager Certification

Date Completed: 7/19/2022 Valid through: 7/19/2027

Certificate #: 1542395 Course Reference: 440

The Always Food Safe Company
899 Montreal Circle, St. Paul, 55102
www.alwaysfoodsafecom.com | 844.312.2011

Nick Eastwood
President
The Always Food Safe Company



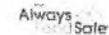
CERTIFICATE

of
COMPLETION



ANSI ACCREDITED PROGRAM
Approved by American National Standards Institute
for the Certification of Food Protection Managers

#1203



Ana Escalona

has successfully completed the required Food Protection Manager
program for

Food Protection Manager Certification

Date Completed: 7/19/2022 Valid through: 7/19/2027

Certificate #: 1542395 Course Reference: 440

The Always Food Safe Company
899 Montreal Circle, St. Paul, 55102
www.alwaysfoodsafecom.com | 844.312.2011

Nick Eastwood
President
The Always Food Safe Company

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied and are knowledgeable about, how to serve alcohol responsibly.

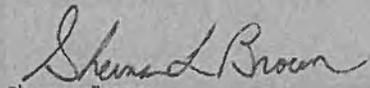
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 24197313
CARD # 24543663

ServSafe Alcohol® CERTIFICATE

CARLOS ESCALONA

NAME
9/9/2023

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

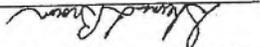


NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

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Sherman Brown
Executive Vice President, National Restaurant Association Solutions



This certificate confirms completion of the ServSafe Alcohol responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.



288 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1-800-SERVSAFE
312.715.1010 in the Chicago area
ServSafe.com

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Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 19376013
CARD # 24543652

ServSafe Alcohol® CERTIFICATE

LUISA ESTRADA

NAME

8/6/2023

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

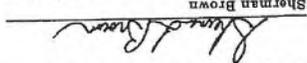


NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

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Sherman Brown
Executive Vice President, National Restaurant Association Solutions



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233 South Wacker Drive
Suite 3500
Chicago, IL 60606-6388
1-800-SERVSAFE
312-715-1010 In the Chicago area
ServSafe.com

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Agenda Item Executive Summary

Item Name Class H Liquor License Request- Aldi Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached for your consideration is a Liquor License application submitted by Aldi Inc. (Aldi)

Aldi is applying for a Class H Liquor License which allows for the retail sale of beer and wine 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 12/6/2023
Class H Liquor License Application
Business License
Corporate Document
Proof of Insurance
Surety Bond
Copy of Lease Agreement
Liquor Manager Application
Letter from Police Department
Basset Training Certificate

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class H Liquor License application submitted by Aldi Inc.

Staff: Samuel Hughes
Sr. Management Analyst

Date: 12/6/2023

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Sr. Management Analyst
Date: December 7, 2023
Re: Class H Liquor License Application

Attached for your consideration is the liquor license application submitted by Aldi Inc. DBA Aldi.

Aldi is requesting a Class H License. The Class H allows for the retail sale of beer and wine 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.

The store manager/liquor manager has been background checked. The Chief of Police has reviewed and approved the background check.

The appropriate Suerty 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 H Liquor License application submitted by Aldi Inc.



LQ-23-15
Liquor License
Status: Active
Submitted On: 12/4/2023

Primary Location
200 E DEVON AVE
BARTLETT, IL 60103
Owner
MMAJ, LLC
PO Box 315 Itasca, IL 60143

Applicant
ALDI Inc
630-879-8100
bat@aldi.us
1200 N. Kirk Rd
Batavia, IL 60510

Business Information

Do you have or have you already submitted a general business license application?*

Yes

Type of general business license* ?

ALDI

Name of business license was issue to:*

ALDI

Is this a renewal or new liquor license application?*

New application

Have you or will you be applying for a video gaming license?*

No

Liquor License Application

Descriptions of the various liquor license types can be found at Barlett Municipal Code - Chapter 3. If you have additional questions, call 630-837-0800.

Type of Liquor License Requested*

Class H

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 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 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 permitted an appearance bond forfeiture of any of the violations mentioned above?*

No

Is the applicant engaged in the manufacture 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 being the keeper of a house of ill fame, or of pandering or other crime or misdemeanor opposed to decency and morality? *

No

Has the Corporation (Applicant) or any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, made application for a similar license for this period for any premises other than those described above? *

Yes

Name:*

ALDI Inc

Location of premises:*

ALDI holds over 100 state and local liquor licenses

Date of application*

12/17/1975

Disposition of application:*

Approved

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*

Eric Bock

Home address:*



Position held by the Liquor Manager in the business*

Store Manager



Has the Liquor Manager been finger printed for the purpose of this application?*

No

Has the Liquor Manager been fingerprinted by the Bartlett Police Department?*

No

All Liquor Managers must be fingerprinted by the Bartlett Police Department before a license can be approved. Please have them complete the Liquor License Manager application and call 630-837-0800 to schedule their fingerprinting.

Emergency Contacts

Please provide contact information of personnel that have keys to the business in case first responders need access to the building during non-business hours.

Primary contact*

Eric Bock

Primary contact phone number*



Secondary contact*

Foster Heise

Secondary contact phone number*



AFFIDAVIT

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as may be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code. I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

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

 Daniel Jaster
Dec 4, 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 have the owner's authorization to submit this application on their behalf.



BL-23-68

General Business License

Status: Active

Submitted On: 11/30/2023

Primary Location

200 E DEVON AVE
BARTLETT, IL 60103

Owner

MMAJ, LLC
PO Box 315 Itasca, IL 60143

Applicant

ALDI Inc
 630-879-8100
 bat@aldi.us
 1200 N. Kirk Rd
Batavia, IL 60510

Business Information

Name of Business (DBA)*

ALDI

Entity Type*

Corporation

Corporation or LLC Name*

ALDI Inc.

Corporation Registered Agent*

David K. Behm

Business Phone Number*

630-879-8100

Primary Business Email Address*

bat@aldi.us

Federal Employer Identification Number*



Sales or Occupational Tax Number*



Nature of Business*

Grocery / Retail

Number of Employees*

16

Floor Plan



BAT-089_Bartlett_IL - Ground
Lease (Fully Executed).pdf

Certificate of Good Standing



Good Standing 2023.pdf

Corporate Officers

Name*

David K. Behm

Residential Address*



Corporate Role* ⓘ

Officer

Date of birth*



Percentage of total stock held*

0

Additional Business Information

Copy of Deed or Lease ⓘ



BAT-089_Bartlett_IL - Ground
Lease (Fully Executed).pdf

Certificate of Registration ⓘ



US_STO_Store_List_by_State_10_2023
(1).pdf

Copy of County Health Permit ⓘ



No File Uploaded

Other Locations* ⓘ

ALDI has over 100 locations in Illinois (uploaded to Cert of Registration)

Previous Addresses* ⓘ

ALDI has over 100 locations in Illinois

Has your business license ever been revoked?* ⓘ

No

Criminal History* 

None

Municipal Violation History* 

None

Consumer Fraud Complaint* 

None

License Fees

Please select the business type(s) below that match your type of business. If you do not match one of the specific categories, please select "Retail/Commercial Establishment Not Listed Above".

Asphalt Plant

Automobile Service Station

Bakery - Retail

Bakery - Wholesale

Banking Institution

Barbershop

Billiard and pool halls

Bowling alley

Brokers (other than real estate and insurance)

Bus service company

Catering services and establishment

Central Station

Confectionery stores

Day nursery/nursery school

Dealer - precious metals

Dry cleaning plant

Dry cleaning retail outlet

Factory

Fish market

Florist

Food delivery vehicles and food dispensers

Fruit/Vegetable Stand - Year Round

Fruit/Vegetable Stand - Seasonal

Game room

Garage/Parking Lot

Grocery store

Hardware Store

Hotels and motel

Ice cream store/parlor

Ice cream vendor

Laundry (self-service coin operated)

Machine shop

Meat Market/Dealer

Mining operation, quarry or gravel pit

Mobile home park

Motor vehicle repair establishment

Pawnbroker

Redi Mix Plant

Restaurant/Carry Out

Scavengers

Stable

Vending machine

Retail/Commercial Establishment Not Listed Above

🔗 Total square footage of business premises*

12591

Additional Accessory Licenses

Will you have amusement devices on site?* 🔗

No

Will you have vending machines on site?*

No

Will you have a jukebox on site?*

No

Will you be selling tobacco products?*

No

Will you be serving or selling liquor?*

Yes

Do you have an existing Bartlett liquor license?*

No

If you do not have an existing Bartlett liquor license, you must submit a separate Village of Bartlett Liquor License Application

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*

Eric Bock

Primary contact phone number*



Secondary contact*

Foster Heise

Secondary contact phone number*



AFFIDAVIT

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as may be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code. I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

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

 Daniel Jaster
Nov 30, 2023

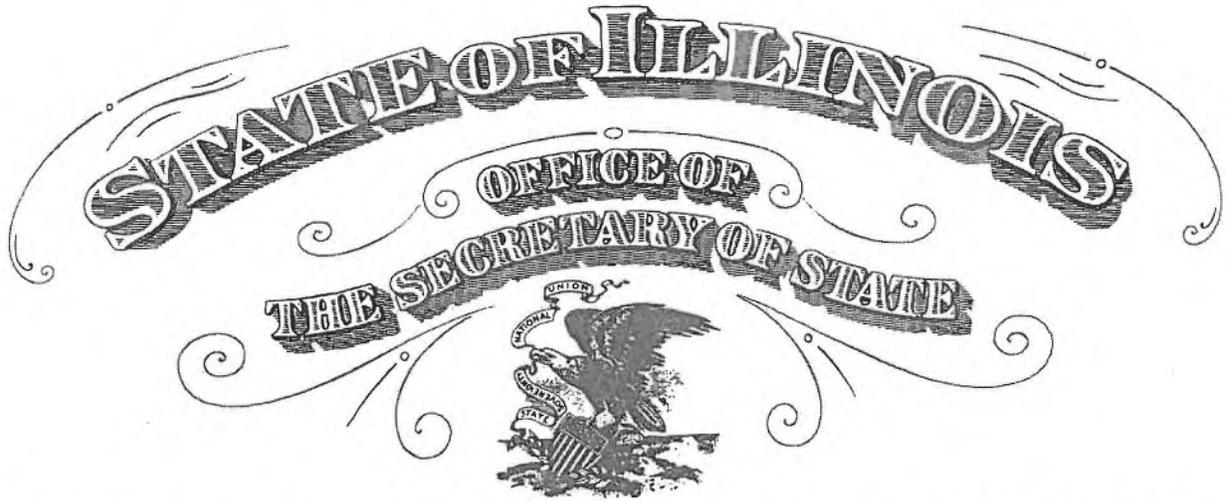
The business has a Certificate of Occupancy  issued by the Village of Bartlett Planning & Development Services Department*



I hereby certify that as the applicant, I*
have the owner of this business's
authorization to apply for this license.

File Number

5079-624-8



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ALDI INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 19, 1975, 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 10TH day of FEBRUARY A.D. 2023 .

Authentication #: 2304100280 verifiable until 02/10/2024
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis
SECRETARY OF STATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2023

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

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

PRODUCER MARSH USA LLC. 540 W. MADISON CHICAGO, IL 60661	CONTACT NAME: Marsh U.S. Operations PHONE (A/C No, Ext): 866-966-4664 E-MAIL ADDRESS: Chicago.CertRequest@marsh.com	FAX (A/C, No): 212-948-0770
	INSURER(S) AFFORDING COVERAGE	
CN103175439-Liqwe-GAWUP-23- BAT 89 INSURED Aldi, Inc. 1200 N. Kirk Road Batavia, IL 60510	INSURER A : HDI Global Insurance Company	41343
	INSURER B : ACE American Insurance Company	22667
	INSURER C : Indemnity Insurance Company of North America	43575
	INSURER D : Steadfast Insurance Company	26387
	INSURER E : ACE Fire Underwriters Insurance Company	20702
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-010497801-02 **REVISION NUMBER:** 6

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	ADD'L SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR Value: \$750,000 <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLD5692202	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISAH10757745	01/01/2023	01/01/2024	\$ \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CUD5692302	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A		WLRC50730682 (AOS)	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
E			SCFC50730785 (WI)	01/01/2023	01/01/2024	E.L. EACH ACCIDENT \$ 1,000,000
B			WLRC50730608 (AZ,CA,MA)	01/01/2023	01/01/2024	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROPERTY - ALL RISK		MCP3480932-22	01/01/2023	01/01/2024	LIMIT \$ 5,000,000
A	LIQUOR LIABILITY		GLD5692202	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: BAT89 - 200 E. Devon Ave. Bartlett, IL 60103
 The Village of Bartlett, its local liquor commissioner, president and board of trustees, all of its elected or appointed officials, employees and any volunteer while acting on behalf of the village and the licensee is/are included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER Village of Bartlett 228 S. Main St. Bartlett, IL 60103	CANCELLATION 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>Marsh USA LLC</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.	NAMED INSURED Aldi, Inc. 1200 N. Kirk Road Batavia, IL 60510
POLICY NUMBER	EFFECTIVE DATE:
CARRIER	NAIC CODE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Property - All Risk Continued
 Deductible: \$147,693

All Risk of direct physical loss or damage to real and personal property, including electronic data processing equipment, data, media, valuable papers, fine arts and property in transit all subject to policy terms conditions and exclusions. Coverage includes, but is not limited to fire, extended perils such as vandalism, malicious mischief, flood, earth movement and boiler & machinery. Replacement cost valuation applies for physical damage. Actual loss sustained applies for business income and extra expense.

Other Deductibles may apply as per policy terms and conditions.

Self-Insured Workers Comp:
 Policy # WCUC52019692
 01/01/2023 - 01/01/2024
 Carrier : ACE American Insurance Company
 Self-Insured Retention Per Occurrence \$1,000,000

With regards to General Policy # GLD5692202, form IL SU 4004 (10-10), HDI Global Insurance Company states:

SCHEDULE

Name, Address and E-mail Address of Other Person(s)/Organization(s): As required by written contract or agreement
 Number of Days Notice: 30

I. If we cancel this policy by notice to you for any statutorily permitted reason other than nonpayment of premium, we shall endeavor to mail, e-mail or deliver a copy of such written notice of cancellation to the person(s) or organization(s) shown in the Schedule above.

II. A copy of the notice, per paragraph I. above, will be mailed, e-mailed or delivered:

1. To the appropriate addresses corresponding to the person(s) or organization(s) shown in the Schedule above; and
2. The number of days required for notice of cancellation, as provided in paragraph A.2. of the Common Policy Conditions or as amended by an applicable state cancellation endorsement of by the date as shown in the Schedule above.

III. Our failure to provide such advance notification to the person(s) or organization(s) shown in the Schedule of this endorsement will not extend any policy cancellation date nor negate any cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

HDI GLOBAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AMENDMENT

SCHEDULE

Name, Address and E-Mail Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	30

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- I. If we cancel this policy by notice to you for any statutorily permitted reason other than nonpayment of premium, we shall endeavor to mail, e-mail or deliver a copy of such written notice of cancellation to the person(s) or organization(s) shown in the Schedule above.
 - II. A copy of the notice, per paragraph I. above, will be mailed, e-mailed or delivered:
 1. To the appropriate addresses corresponding to the person(s) or organization(s) shown in the Schedule above; and
 2. The number of days required for notice of cancellation, as provided in paragraph A.2. of the Common Policy Conditions or as amended by an applicable state cancellation endorsement or by the date as shown in the Schedule above.
 - III. Our failure to provide such advance notification to the person(s) or organization(s) shown in the Schedule of this endorsement will not extend any policy cancellation date nor negate any cancellation of the policy.
- All other terms and conditions of this policy remain unchanged.

**DEALER IN ALCOHOLIC
LIQUOR LICENSE BOND
(License or Permit - Definite Term)**

Bond No. [REDACTED]

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, ALDI Inc., as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of CT and authorized to do business in the State of IL, as Surety, are held and firmly bound unto Village of Bartlett, as Obligee, in the penal sum of Two Thousand Dollars and 00/100 (\$2,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Class H ;Liquor License for location: 200 E. Devon Bartlett IL 60103.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully perform all duties and protect said Obligee from any damage caused by the Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond is for a definite term beginning January 1, 2024, and ending December 31, 2024, and may be continued at the option of the Surety by Continuation Certificate.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this 27th day of November, 2023.

ALDI Inc.

By: [Signature]

Principal



Travelers Casualty and Surety Company of America

By: [Signature]

Josefina Rojo

Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Josefina Rojo of Chicago, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107878311
 OR

Principal: ALDI Inc.
 Oblige: Village of Bartlett

Project Description: Liquor License Bond

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By: *Robert L. Raney*
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of November, 2023.



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ALDI GROUND LEASE AGREEMENT

This ALDI GROUND LEASE AGREEMENT ("**Lease**") is entered into and made effective on the date that both parties have executed and delivered to the other an executed original counterpart of this Lease (the "**Effective Date**"), by and between **MMAJ, LLC**, an Illinois limited liability company ("**Landlord**"), and **Aldi Inc.**, an Illinois corporation ("**Tenant**"). In consideration of the mutual covenants hereinafter set forth, Landlord and Tenant agree as follows:

1. PREMISES; CENTER; ENTITLEMENTS.

1.1 Premises and Center Defined. Landlord hereby leases to Tenant, and Tenant leases from Landlord, that certain parcel of real property containing approximately 33,452 square feet (the "**Aldi Land**") located at Devon Ave and S. Main St., Bartlett, Illinois 60103 to accommodate Tenant's construction of a building containing approximately 19,432 square feet of ground floor area (the "**Building**"), sidewalks surrounding the Building, a receiving dock and truck well, an area under the Building's entrance canopy, a parking field, drive aisles, and other related improvements. The Aldi Land, Building and other improvements made to the Aldi Land are collectively referred to herein as the "**Premises**". The Premises is leased to Tenant together with all easements, rights and privileges appurtenant thereto. The Premises is situated within a retail shopping center commonly known as Streets of Bartlett located in Bartlett, Cook County, Illinois (the "**Center**"). The portion of the Center not leased to Tenant is referred to herein as the "**Landlord's Residual**". The proposed development of the Premises is generally depicted on the site plan attached hereto as Exhibit A-1. The overall Center and Premises are generally depicted on the site plan attached hereto as Exhibit A-2 (the "**Site Plan**"). The Center is legally described on Exhibit B-1 attached hereto. The Premises is legally defined on Exhibit B-2 attached hereto.

2. CONTINGENCY PERIOD; PLAN APPROVALS

2.1 Tenant's Contingency Periods.

(a) The "**Inspection Period**" is the period commencing on the Effective Date and ending 75 days thereafter. During the Inspection Period, Tenant shall have the right:

(i) to inspect and evaluate: (A) the Premises' suitability and feasibility for development and construction of the Premises for the Intended Use (defined in Section 4.4(a) below); (B) the availability, location and capacities of all utilities; (C) the existence of any Hazardous Substances (defined in Section 29.2 below); (D) whether or not the Aldi Land is located within a flood plain and has drainage conditions acceptable to Tenant for the proposed development;

(ii) to review and approve the status of title and survey of the Center (including any easements and restrictions benefitting or burdening the Premises or Center);

(iii) to determine whether the Aldi Land has soil conditions which without substantially corrective measures permit construction of the proposed development;

(iv) to inspect the Common Areas and the exterior of the buildings in the Center to determine whether the same (or any portions thereof) require maintenance, repair, improvement, and/or replacement ("**Deferred Maintenance**"); and

(v) to review and approve Landlord's Plans (defined in Section 2.2 below.

(b) The "**Permit Period**" is the period commencing on the first day following the expiration or earlier waiver of the Inspection Period and ending 150 days thereafter. During the Permit Period, Tenant shall use good faith efforts to obtain all necessary entitlements, permits and approvals from applicable governmental authorities for Tenant's Work, Tenant's signage, the exterior elevations of the Premises, and the development and operation of the Premises for the Intended Use defined in Section 4.4 on terms and conditions acceptable to Tenant in Tenant's sole discretion (collectively, "**Tenant's Permits and Approvals**").

(c) The Inspection Period and the Permit Period are sometimes referred to herein, collectively, as the "**Contingency Periods**".

(d) If for any reason: (i) Tenant is not satisfied in Tenant's sole discretion with the results of Tenant's reviews and inspections as provided in Section 2.1(a) above, then Tenant shall have the right to terminate this Lease by delivering to Landlord Notice thereof on or prior to the expiration of the Inspection Period; or (ii) if Tenant does not obtain Tenant's Permits and Approvals on terms and conditions acceptable to Tenant in Tenant's sole discretion (including, but not limited to, Tenant's determination that the cost to develop the Premises for Tenant's Intended Use will not exceed 110% of Tenant's preliminary estimate of the cost of such development), then Tenant shall have the right to terminate this Lease by Notice to Landlord on or prior to the expiration of the Permit Period. Upon any such termination, this Lease shall be null and void and of no further force or effect. If Tenant does not timely terminate this Lease under this Section 2.1(d), then Tenant shall be deemed to have satisfied or waived the applicable contingencies set forth in Section 2.1(a) – (b) above.

2.2 Plans and Approvals. No later than 30 days after the Effective Date, Landlord shall submit to Tenant for Tenant's review and approval a full set of proposed plans and specifications for Landlord's Work (defined in Section 3.1 below) ("**Landlord's Initial Plans**"). Within 10 days following receipt of Landlord's Initial Plans, Tenant shall review same and notify Landlord whether it approves or disapproves of Landlord's Initial Plans, which approval shall not be unreasonably withheld, conditioned or delayed. If Tenant disapproves any portion of Landlord's Initial Plans, such disapproval shall be in writing and shall specify the basis for disapproval in reasonable detail, together with reasonable proposed modifications as shall render Landlord's Initial Plans acceptable to Tenant. Following its receipt of Tenant's objections and proposed modifications, Landlord shall resubmit to Tenant revised Landlord's Initial Plans consistent with the reasonable objections and proposed modifications of Tenant. In the event Tenant fails to respond within the 10-day period following Tenant's receipt of Landlord's Initial Plans, Landlord's Initial Plans shall be deemed to have been approved by both parties as last submitted or as last reasonably modified, as applicable. Landlord's Initial Plans, as approved, are referred to in this Lease as "**Landlord's Plans.**" The date on which Landlord's Plans are agreed to and approved by Landlord and Tenant is referred to herein as the "**Landlord Plan Approval Date.**" If Landlord fails to submit Landlord's Initial Plans to Tenant within 30 days after the Effective Date, then the running of the Contingency Periods shall be tolled, beginning on such date and continuing until Landlord so delivers Landlord's Initial Plans. If Landlord fails to deliver Landlord's Initial Plans within 60 days after the Effective Date, then such tolling shall continue, and Tenant shall have the ongoing right to terminate this Lease. If Tenant terminates this Lease pursuant to this Section 2.2 due to Landlord's failure to deliver Landlord's Initial Plans, then Landlord shall, no later than 30 days after the date of termination, pay Tenant the Lease Cost Reimbursement (defined in Section 2.3(e) below), which payment obligation shall survive the termination of this Lease. If, for any

reason, Landlord and Tenant shall not have agreed upon Landlord's Plans on or before the 60th day after Landlord's initial submittal of Landlord's Initial Plans to Tenant, then Tenant may terminate this Lease by Notice to Landlord.

2.3 Landlord Cooperation and Deliverables.

(a) Landlord hereby agrees to cooperate with Tenant, at no expense to Landlord, in all respects during the Contingency Periods, including Landlord's joining in the execution of any and all reasonable applications, authorizations, instruments, licenses, and documents contemplated pursuant hereto or that may be necessary for Tenant's construction and operation of its improvements on the Premises. Landlord further agrees to deliver to Tenant, within 5 business days following the Effective Date, copies of any and all information and/or materials, to the extent the same is in Landlord's possession or control, for Tenant's use in performing the inspections and obtaining Tenant's approvals, including (if any): surveys, site plans, topographical studies, plat maps, property descriptions, zoning maps, and engineering drawings for the utilities and public services serving the Premises; soils reports for the Premises; environmental studies of the Premises; the most recent real estate tax bill; and, a copy of the title insurance policy (or other form of title evidence) issued upon Landlord's acquisition or financing of the Premises.

(b) Landlord shall deliver to Tenant the Required SNDA (defined in Section 26.1) no later than 5 business days following the Effective Date. If Landlord fails to deliver the Required SNDA to Tenant within 5 business days after the Effective Date, then the running of the Contingency Periods shall be tolled, beginning on such date and continuing until Landlord delivers the Required SNDA. If Landlord fails to deliver the Required SNDA within 60 days after the Effective Date, then such tolling shall continue, and Tenant shall thereafter until the Required SNDA is delivered have the ongoing right to terminate this Lease.

(c) Landlord shall deliver to Tenant no later than 30 days following the Effective Date, a written report from a certified environmental engineer, certified to Tenant, indicating whether or not the ALDI Land contains Hazardous Substances; said report to be referred to as the "**Environmental Contamination Report**". If Landlord fails to deliver the Environmental Contamination Report to Tenant within 30 days after the Effective Date, then the running of the Contingency Periods shall be tolled, beginning on such date and continuing until Landlord so delivers the Environmental Contamination Report. If Landlord fails to deliver the Environmental Contamination Report within 60 days after the Effective Date, then such tolling shall continue, and Tenant shall thereafter until the Environmental Contamination Report is delivered have the ongoing right to terminate this Lease by Notice to Landlord.

(d) Intentionally deleted.

(e) If Tenant terminates this Lease pursuant to Section 2.2 or Section 2.3(b) or (c) above, then Landlord shall, no later than 30 days after the date of termination, reimburse Tenant for all actual and reasonable out-of-pocket costs and expenses incurred by Tenant with respect to this Lease, which costs and expenses Tenant shall set forth in its Notice of termination, and which reimbursement obligation shall survive the termination of this Lease (such amount, the "**Lease Cost Reimbursement**").

3. CONSTRUCTION; DELIVERY

3.1 Landlord's Work.

(a) Landlord shall, at its sole cost and expense and in accordance with Landlord's Plans, entitle, permit, perform and complete all of the following (any such work, "Landlord's Work"):

(i) all work set forth on Exhibit D-1 attached hereto (the "Phase 1 Landlord Work"); and

(ii) all work set forth on Exhibit D-2 attached hereto (the "Phase 2 Landlord Work").

(b) Tenant shall have the right to inspect and monitor the performance of Landlord's Work to verify that the same is being completed in accordance with all permits and Landlord's Plans.

(c) The Phase 1 Landlord Work shall not be deemed completed until the date that all of the following conditions are satisfied: (i) Tenant receives a certificate from Landlord's civil engineer certifying to Tenant that the Phase 1 Landlord Work is complete and was performed substantially in accordance with all permits and Landlord's Plans; (ii) Landlord delivers to Tenant properly executed lien waivers for all labor performed and materials used in performing the Phase 1 Landlord Work; and (iii) Tenant inspects the Phase 1 Landlord Work to determine if it was performed in accordance with all permits and Landlord's Plans. If Tenant fails to inspect the Phase 1 Landlord Work within 10 business days following its receipt of items (i) and (ii) above, then the Phase 1 Landlord Work shall be deemed completed.

(d) The Phase 2 Landlord Work shall not be deemed completed until the date that all of the following conditions are satisfied: (i) all items set forth on Exhibit D-2 are complete; (ii) Tenant receives a certificate from Landlord's civil engineer certifying to Tenant that the Phase 2 Landlord Work is complete and was performed in accordance with the permits and Landlord's Plans; (iii) Landlord delivers to Tenant properly executed lien waivers for all labor performed and materials used in performing the Phase 2 Landlord Work; and (iv) Tenant inspects the Phase 2 Landlord Work to determine if it was performed in accordance with all permits and Landlord's Plans. If Tenant fails to inspect the Phase 2 Landlord Work within 10 business days following its receipt of items (ii) and (iii) above, then the Phase 2 Landlord Work shall be deemed completed.

3.2 Delivery; Completion of the Phase 2 Landlord Work.

(a) The term "**Delivery Date**" means the date Landlord tenders and Tenant accepts actual, physical and exclusive possession of the Aldi Land with the Phase 1 Landlord Work complete pursuant to Section 3.1 above. In no event, however, shall the Delivery Date occur on or before the expiration of the Contingency Periods unless Tenant accepts delivery prior thereto in Tenant's sole discretion. Landlord hereby warrants and represents that from and after the Delivery Date, Tenant shall have exclusive possession of the Premises. Upon the written request of either party after the occurrence of the Delivery Date, Landlord and Tenant shall enter into a Delivery Date Agreement in the form attached hereto as Exhibit K-1.

(b) If the Delivery Date has not occurred on or before the date that is 60 days after the expiration (or earlier waiver) of the Contingency Periods (such date, the "**Anticipated Delivery Date**") and the delay is not a result of a Tenant Delay (defined in Section 3.2(d) below), then: (i) Tenant shall receive a credit against the Base Rent (defined in Section 5.1 below) next coming due equal to two days of Base Rent for each day after the Anticipated Delivery Date that the Delivery Date has not occurred; and (ii) Tenant may, in its sole discretion, perform any portion

of the Phase 1 Landlord Work that is incomplete and/or improperly performed and charge the cost to Landlord, together with a management fee payable to Tenant equal to 25% of the cost and expense to complete such items. If Landlord fails to reimburse Tenant for the cost of such work and the management fee within 30 days following billing from Tenant, Tenant may deduct such cost from the Rent next coming due.

(c) Further, if the Delivery Date has not occurred within 90 days after the Anticipated Delivery Date and the delay is not a result of a Tenant Delay, then Tenant shall have the right to terminate this Lease by Notice to Landlord. If Tenant terminates this Lease pursuant to this Section 3.2(c), then Landlord shall, no later than 30 days after the date of termination, pay to Tenant the Lease Cost Reimbursement, which reimbursement obligation shall survive the termination of this Lease.

(d) The term "**Tenant Delay**" means an act or omission of Tenant in violation of this Lease which is not cured within 1 business day following Tenant's receipt of Notice from Landlord specifying the act or omission of Tenant that Landlord contends actually has or will delay Landlord's completion of Landlord's Work.

(e) Landlord shall complete the Phase 2 Landlord Work no later than the date that is 30 days before the date Tenant intends to open for business at the Premises (such date, the "**Phase 2 Deadline**"). If the Phase 2 Landlord Work is not completed on or before the Phase 2 Deadline, and the delay is not a result of a Tenant Delay, then: (i) Tenant shall receive a credit against the Base Rent next coming due equal to two days of Base Rent for each day after the Phase 2 Deadline until the Phase 2 Landlord Work is completed; and (ii) Tenant may, in its sole discretion, perform any portion of the Phase 2 Landlord Work that is incomplete and/or improperly performed and charge the cost to Landlord, together with a management fee payable to Tenant equal to 25% of the cost and expense to complete such items. If Landlord fails to reimburse Tenant for the cost of such work and the management fee within 30 days following billing from Tenant, Tenant may deduct such cost from the Rent next coming due. In the event that the Phase 2 Deadline occurs during the time period November 1 through March 1, then Landlord shall have the right to postpone the Phase 2 Deadline to April 1, upon written notice to Tenant.

(f) Notwithstanding anything to the contrary contained herein, Tenant may, at Tenant's option and sole discretion, elect to commence Tenant's Work prior to the Delivery Date and such commencement of Tenant's Work shall not be deemed to be (i) acceptance of possession of the Premises by Tenant, (ii) agreement by Tenant that the Delivery Date has occurred, or (iii) agreement by Tenant that the Phase 1 Landlord Work has been completed. If Tenant elects to commence Tenant's Work prior to the Delivery Date, Tenant shall retain and be entitled to all of Tenant's remedies set forth in this Lease for failure of Landlord to timely complete the Phase 1 Landlord Work. For the avoidance of doubt, notwithstanding the commencement of Tenant's Work, the Delivery Date shall not occur until all of the conditions set forth in Section 3.1(c) and Section 3.2(a) have been satisfied.

3.3 Tenant's Work. From and after the Delivery Date, Tenant may, at Tenant's sole cost and expense, construct the Building and otherwise improve the Aldi Land to the extent deemed necessary by Tenant to operate for the Intended Use. Such improvements may include, without limitation: (a) all facets of the Building, along with sidewalks surrounding the Building and a loading dock and recessed truck well, (b) constructing parking lots and drive aisles, and installing landscaping within the Premises; (c) installing new flooring, HVAC units, lighting, ceiling, partitions, refrigeration, security system, trade fixtures and other improvements at Tenant's discretion necessary to open and operate Tenant's store; (d) constructing a façade and storefront

with Tenant's brand identity, similar to that depicted on Exhibit E attached hereto; (e) installing refrigeration, solar and satellite communications equipment (with appropriate screening required by Applicable Law) on the roof of the Premises; (f) installing and upgrading utilities to the extent necessary to satisfy Tenant's utility requirements as further described on Exhibit D-3, attached hereto; and (g) resurfacing, resealing, re-stripping, repairing, and/or replacing the portion of the Center's parking lot referred to herein and depicted on the Site Plan as the "**Tenant Resurface Area**" (collectively, "**Tenant's Work**"). All Tenant's Work shall be performed in a good and workmanlike manner and in accordance with Applicable Law and Tenant's Permits and Approvals. The term "**Applicable Law**", as used in this Lease, means all laws, ordinances, or governmental rules, regulations or orders that are applicable to the referenced matter.

4. TERM AND USE

4.1 Initial Term. The term of this Lease (the "**Term**") shall commence on the date (the "**Commencement Date**") that is the earlier of (i) the date Tenant opens for business in the Premises or (ii) the date that is 210 days after the later to occur of (A) the Delivery Date, or (B) the issuance of the Tenant's building permit. Unless extended pursuant to Section 4.2 below, the Term shall expire at the end of the last day of the 20th Lease Year. For all purposes of this Lease, the "**Term**" also includes all exercised Option Periods. Upon the written request of either party after the occurrence of the Commencement Date, Landlord and Tenant shall enter into a Commencement Date Agreement in the form attached hereto as Exhibit K-2.

4.2 Extension Options. Tenant is hereby granted 4 successive options (individually, an "**Option**") to extend the Term for additional periods of 5 Lease Years each (each, an "**Option Period**") on the terms and conditions set forth herein. Each Option shall automatically be exercised, unless Tenant delivers to Landlord Notice not less than 365 days before the expiration of the Term (as it may have been previously extended) that Tenant elects to terminate the Lease at the expiration of the Term.

4.3 Lease Year. The term "**Lease Year**" shall mean each succeeding 12 month period during the Term, with the first Lease Year commencing: (a) on the Commencement Date if the Commencement Date coincides with the first day of the month; or (b) on the first day of the first month following the Commencement Date if the Commencement Date does not coincide with the first day of the month (in which case, the first Lease Year shall also include the period from the Commencement Date to the first day of the first month following the Commencement Date).

4.4 Permitted Use.

(a) Tenant may use the Premises for: (i) the operation of a select assortment retail grocery store, including the sale of alcoholic beverages for off-Premises consumption to the extent permitted by law ("**Intended Use**"); and (ii) subject to any exclusive and prohibited use restrictions benefitting the existing tenants in the Center, all of which are set forth on Exhibit F attached hereto ("**Existing Restrictions**"), for so long as such Existing Restrictions are in effect, any other lawful retail purpose (collectively, the "**Permitted Use**").

(b) Landlord acknowledges that Tenant is entering into this Lease in reliance upon its ability to conduct the Intended Use without limitation or restriction by any Existing Restrictions. Landlord represents and warrants that Exhibit F sets forth all Existing Restrictions, and that no Existing Restrictions impair, or otherwise limit Tenant's ability to operate for, the Intended Use. Landlord shall indemnify, defend and hold Tenant harmless from and against all costs, expenses, claims, suits, causes of action, liabilities, losses, injuries and damage, including,

without limitation, reasonable attorneys' fees relating to the enforcement by any party of any Existing Restrictions which impairs Tenant's right to operate for the Intended Use.

4.5 No Operating Covenant. Notwithstanding any provision in this Lease to the contrary, it is expressly acknowledged by Landlord that this Lease contains no implied or express covenant for Tenant to conduct business at the Premises, continuously or otherwise, or (when conducting business at the Premises) to operate during any particular hours or, subject to the terms of this Lease, to conduct its business in any particular manner.

5. **BASE RENT**

5.1 Commencing on the Commencement Date, Tenant shall pay to Landlord rent for the Premises during the Term ("**Base Rent**"), as set forth below:

<u>Lease Years</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1- 5		
6 - 10		
11 - 15		
16 - 20		
Option Periods		
21 - 25		
26 - 30		
31 - 35		
36 - 40		

Base Rent shall be payable in equal monthly installments on the first day of each month following the Commencement Date in advance, without notice or demand. If the Commencement Date occurs on a day other than the first day of a calendar month or the Term ends on a day other than the last day of a calendar month, Base Rent shall be prorated on a daily basis as appropriate.

5.2 As used in this Lease, the term "**Rent**" includes Base Rent, Tenant's Pro Rata Share of Common Area Charges (defined in Section 7.6 below), and all other impositions and charges payable by Tenant to or on behalf of Landlord under this Lease.

5.3 All checks for Rent are to be made payable to the order of Landlord and mailed to P.O. Box 315, Itasca, IL 60143, or such other person or entity or to such other address as designated by Landlord in writing upon not less than 30 days' Notice. Tenant may also make all payments due Landlord under this Lease by way of electronic funds transfer ("**ETF**") (e.g., ACH payment, wire transfer or other method of ETF) and, at Tenant's request, Landlord shall provide all necessary account information to accommodate same.

5.4 Any Rent remaining unpaid 10 days after receipt of Notice from Landlord specifying such failure, shall be subject to a \$50.00 late charge ("**Late Charge**") to compensate Landlord for processing the late payment. The Late Charge shall be due and payable as additional Rent on the first day of the immediately succeeding month. In addition to the Late Charge, and to help defray the costs to Landlord due to late payments, any payment of Rent not made within 30 days after the due date thereof shall accrue interest from the due date until the date when paid at 3% above the prime rate of interest as published in the *Wall Street Journal* or 10% per annum, whichever is less (the "**Default Rate**").

6. **RESTRICTIVE COVENANTS**

6.1 **Restricted Uses.**

(a) Subject to Section 6.2 below, Landlord covenants and agrees that until the end of the Term, no portion of the Landlord's Residual will be leased, used or occupied for the operation of:

(i) a Retail Grocery Store (the "Exclusive Use"); or

(ii) any of the uses set forth on Exhibit G attached hereto (such uses, together with the Exclusive Use, are sometimes collectively referred to herein as the "Restricted Uses").

(b) The term "Retail Grocery Store" means a supermarket, a meat market, a grocery store, a fruit and vegetable store or stand, a frozen or otherwise processed food store, and any other store where more than 2,000 square feet (including adjacent aisle space) is used for the sale or display of grocery items. "Retail Grocery Store" shall also include the operation of a grocery pick-up service (e.g. Clicklist, Curbside Pickup or similar service) anywhere within the Center, whether or not the premises from which the service is offered is also used for the sale and display of grocery items. "Retail Grocery Store" does not include a delicatessen or any restaurant wherein prepared food is sold for on-premises or "take-out" consumption. Further, no advertisements (including, but not limited to, any advertisements on electric charging stations) in the Center shall advertise, promote or identify a Retail Grocery Store other than Tenant.

(c) The covenants made by Landlord in this Lease are covenants running with the land for the benefit of the Premises. Thus, all covenants made by Landlord in this Lease, whether affirmative or negative in nature, are intended to and shall bind Landlord and each successive owner of the Center, or any portion thereof, and its respective heirs, successors and assigns.

6.2 **Excluded Tenants.**

(a) The Restricted Uses do not limit and are subject to the express use rights of tenants of the Center with leases for space in the Center that are in effect as of the Effective Date (but only for so long as such leases are in effect, including any extensions or renewals of same) and which are set forth on Exhibit H, attached hereto (each such tenant, an "Excluded Tenant").

(b) Landlord covenants and agrees that, to the extent Landlord has the right under an Excluded Tenant's lease to do so, Landlord shall not permit any Excluded Tenant to use its premises in violation of the Restricted Uses. Landlord further covenants to enforce the terms, conditions and restrictions of the existing leases of the Excluded Tenants, to the extent Landlord has such rights under such leases to do so, so as to prohibit any violation by the Excluded Tenants of the Restricted Uses.

(c) In addition, to the extent Landlord has the right under such leases to do so, Landlord shall not: (i) consent to any request by an Excluded Tenant to a change in use, assignment, sublease, license or concession that would violate the Restricted Uses, (ii) enter into an amendment of the lease of any Excluded Tenant that would permit a change of use that would enable the Excluded Tenant to violate the Restricted Uses; or (iii) permit any Excluded Tenant to

expand or enlarge its premises without first subjecting such expanded/enlarged premises to the Restricted Uses.

6.3 Remedies for Violations.

(a) Landlord acknowledges that if violation of the Restricted Uses occurs, Tenant's remedies at law would be inadequate. Therefore, if a violation of the Restricted Uses is not cured within 30 days after Notice from Tenant to Landlord specifying the alleged violation (a "Use Violation Notice"), Tenant shall have the right, at its option, to elect any and/or all of the following: (a) to pay, in lieu of Base Rent, an amount equal to 50% of the Base Rent due hereunder ("Alternate Rent"); and (b) to full and adequate relief by temporary or permanent injunction. In addition, but subject to Section 6.3(b) below, if the violation of the Restricted Uses has not ceased within 90 days after Landlord's receipt of a Use Violation Notice, then Tenant shall have the ongoing right until the violation is cured to terminate this Lease upon 30 days' Notice to Landlord. Upon any such termination, all Rent shall be prorated through such date of termination and Landlord shall pay Tenant the amount of Tenant's then unamortized original costs for all of Tenant's Work at the Premises (exclusive of Tenant's personal property) as of the date of the termination (such amortization to be on a straight-line basis over the initial 20-year Term of this Lease) (the "Improvements Reimbursement"), which payment obligation shall survive the termination of this Lease.

(b) Rogue Tenant Violation. If another tenant, licensee or occupant of the Center violates a provision of its lease, license or occupancy agreement that either does not permit or specifically prohibits a use that violates the Restricted Uses, then Tenant's remedy of Lease termination under Section 6.3(a) above shall be tolled, provided that Landlord, in Tenant's good faith judgment, promptly commences and thereafter diligently pursues appropriate actions (including legal proceedings, if necessary) to terminate the violation and such violation is so terminated within 365 days following Landlord's receipt of the Use Violation Notice.

6.4 Controlled Access Property. The area designated as "Controlled Access Property" (hereinafter the "CAP") on the Site Plan is for the sole and exclusive use of Tenant; provided, however, if the CAP includes a common driveway or parking area that must be used by customers, employees or vendors of other stores in the Center who desire access to other stores for business reasons, Tenant shall permit limited use of the CAP to those persons and for those business purposes only. Except as provided herein, Tenant shall have full and complete right to control, regulate and limit access to the CAP, including the right to prohibit (a) commercial or charitable solicitation, advertising, dissemination of handbills or picketing; or (b) use of the CAP for parking or vehicular traffic by persons other than customers, employees or vendors of tenants of the Center. Tenant shall have the right to post the CAP with "no solicitation" signs and/or signs indicating the above described restrictions. If Tenant is required by Applicable Law to permit picketing or hand billing on the CAP, such activity will be permitted only in the 6 foot by 10 foot area designated on the Site Plan as the "Hand Bill Area". In the event any third party challenges or contests the exercise by Tenant of the rights set forth in this Section 6.4, Tenant will be responsible, at Tenant's cost, for defending or otherwise addressing such challenge or contest, and Tenant shall defend, indemnify and hold Landlord harmless from and against any cost (including reasonable attorney's fees), expense or liability of any kind arising from, caused by or relating to any such challenge or contest.

7. COMMON AREAS; TENANT PROTECTIONS

7.1 Common Area Definition. For purposes of this Lease, "**Common Areas**" are those portions of, and facilities within, the Landlord's Residual, which are intended for the common use of the occupants, their customers, agents and employees, including, without limitation, parking areas, driveways, walkways, and landscaping.

7.2 Tenant's Common Area Rights and Protections.

(a) Landlord covenants that Tenant, as well as Tenant's employees, agents and customers, shall have and is granted complete, non-exclusive and undisturbed access to, and use of, all Common Areas for their intended purposes.

(b) Landlord shall not (except as otherwise required by Applicable Law) make any changes to the Center that would adversely affect the availability of convenient parking for, the ingress to or egress from (including the truck dock/receiving area), or the visibility of, the Building (including Tenant's signage), without the prior consent of Tenant, which consent shall not be unreasonably withheld. Subject to the rights of Excluded Tenants as set forth in their respective leases as of the Effective Date, Landlord shall not allow any sidewalk sales at any time in the Common Areas. For the avoidance of doubt, Tenant acknowledges that outdoor seating as part of a restaurant use does not constitute a "sidewalk sale" for purposes of the foregoing sentence.

(c) Without limiting the generality of Sections 7.2(a) and (b) above, Landlord hereby grants and conveys to Tenant, and its successors and assigns, during the Term (defined in Section 4.1 below), as easements or rights (as the case may be) appurtenant to the Premises:

(i) a non-exclusive easement and right-of-way over and across the specific drive aisles and access ways in the Center generally depicted on Site Plan and referred to herein as the "**Critical Access Drives**", to provide vehicular and pedestrian ingress and egress to and from the Premises, and maneuvering space for Tenant's delivery trucks and trailers to and from the truck dock and receiving area within the Center depicted on the Site Plan

(ii) a non-exclusive easement for vehicular parking over and across that portion of the Center parking lot generally depicted on the Site Plan and referred to herein as the "**Protected Parking Field**";

(iii) a non-exclusive easement for visibility within area depicted on the Site Plan and referred to herein as the "**No-Build Area**";

(iv) an exclusive easement for installation and maintenance of Tenant's Pylon/Monument Signs (defined in Section 10.4 below);

(v) a non-exclusive easement and right-of-way over, under and through Landlord's Residual for the purposes of installing, using, maintaining, repairing and replacing utility service lines, connections and related improvements to provide to the Premises sanitary sewer, storm sewer, natural gas, electricity, water and communications services, together with the right of ingress and egress for the foregoing purposes. Landlord shall have the right at any time to relocate any utility line located within the Landlord's Residual upon 30 days prior written notice to Tenant; provided, however, that such relocation, (A) shall not materially interfere with or diminish the utility service to the Premises; (B) shall not reduce or

unreasonably impair the usefulness or function of such utility line; (C) shall be performed without cost or expense to Tenant; (D) shall be completed using materials and design standards which equal or exceed those originally used; and (E) shall have been approved by the provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction;

(vi) a non-exclusive easement and right-of-way for the purpose of drainage of storm and surface water runoff from the Premises and the improvements thereon, to flow and run through, into and out of the storm sewer, drainage facilities and detention/retention ponds and facilities maintained by Landlord located on Landlord's Residual, as such exist from time to time (the "**Stormwater Facilities**");

(vii) a temporary construction easement and right-of-way on over, across and through the Landlord's Residual to facilitate Tenant's performance of Tenant's Work as well as a temporary construction easement and right-of-way for the purpose of providing a staging and storage area for Tenant's construction materials and equipment to facilitate Tenant's performance of Tenant's Work, on, over, across and through the portion of the Center designated on the Site Plan as "**Staging Area**". Tenant will, at its sole cost, maintain the Staging Area in compliance with all Applicable Law, and repair any damage caused to the Landlord's Residual as a result of Tenant's use of the Staging Area; and

(viii) an exclusive easement for vehicular parking within the 7 parking spaces generally depicted on the Site Plan and referred to herein as the "**Curbside Spaces**" for use as curbside pickup for Tenant's employees, agents, permittees, customers, and invitees. Further, Tenant shall have the right to (A) place signs adjacent to the Curbside Spaces to designate that the same are for the exclusive use of Tenant and its employees, agents, permittees, customers, and invitees, as such signage is generally depicted on Exhibit I-3, attached hereto, (B) paint and/or apply graphics to the concrete/pavement of such Curbside Spaces, as generally depicted on Exhibit I-3; (C) install directional signage in various locations in the Center, as such directional signage is generally depicted on Exhibit I-3; and (D) install upon the Premises professionally prepared temporary banners announcing the addition of curbside and "order-ahead" pick-up of items from the Premises (collectively, the "**Curbside Signage**"). Tenant shall have the right to replace the Curbside Signage from time to time in order to keep such signage consistent with Tenant's prototypical design.

(d) In connection with the easements and other rights set forth in Section 7.2(c), Landlord shall not, without Tenant's prior consent, and except as otherwise required by Applicable Law:

(i) alter, relocate, close, or otherwise impair customer or delivery truck ingress to and egress from the Premises via the Critical Access Drives;

(ii) within the Protected Parking Field, reduce the number of parking spaces, construct or erect any buildings, structures, kiosks (temporary or permanent), cart corrals, or other improvements (except for light poles, shopping center signage, or landscaping), or otherwise make any change to the

configuration or methods of ingress and egress or direction of traffic, lighting or curbing;

(iii) within the No-Build Area, construct or erect any buildings, structures or other improvements (except for similar replacements of existing light poles, shopping center signage, and landscaping; or

(iv) alter, relocate, close, block, allow anyone other than Tenant's customers to park within, or otherwise impair vehicular ingress to and egress from the Curbside Spaces.

(e) Subject to Tenant providing prior notice to Landlord (which notice may be made by any reasonable means necessary, including without limitation oral notice, email notice or phone call to Landlord, its employees, agents or management representatives), Tenant shall have the right to immediately tow (at Tenant or vehicle owner's costs, as elected by Tenant) any unauthorized vehicles from the Curbside Spaces.

7.3 Landlord's Common Area Maintenance Obligations. Landlord shall repair, maintain and/or replace all Common Areas in first class condition, free of impediments to easy and safe movement within the Common Areas as well as maintain the sidewalks located on and/or adjacent to the Building as well as the truck dock/receiving area serving the Building at all times in a condition free of snow and ice ("**Common Area Maintenance**").

7.4 Common Area Charges. Subject to Section 7.5, the term "**Common Area Charges**" means the following reasonable costs and expenses incurred by or on behalf of Landlord each calendar year to the extent within the Term to perform Common Area Maintenance: (i) the cost of trash removal for the Common Areas (as distinct from trash removal for tenants of the Center, the cost of which is not included in Common Area Charges); (ii) the cost of lighting, sewer, water, gas and electricity furnished to the Common Areas; (iii) the cost of ordinary repairs, cleaning and maintenance of the Common Areas (including, without limitation, snow and ice removal as required as part of Common Area Maintenance); (iv) the cost of parking lot repairs, re-sealing and re-striping made no sooner than 5 Lease Years after the Effective Date; (v) the amortized cost (amortized on a straight-line basis over the item's useful life [as determined according to GAAP]) of repaving (including mill and overlay) any access ways, driveways, parking lots, sidewalks and curbing made no sooner than 5 Lease Years after the Effective Date; (vi) the cost of landscaping maintenance; (vii) intentionally deleted; and (viii) a management/administrative fee not in excess of 5% of all other Common Area Charges (calculated exclusive of utilities, insurance and the portion of any single expenditure that exceeds \$10,000) (the "**Administrative Surcharge**").

7.5. Exclusions from Common Area Charges. Notwithstanding anything in Section 7.4 to the contrary, the term "Common Area Charges" excludes: (i) costs of a capital nature (defined below), other than the annual amortized portion of costs of capital nature expressly permitted to be included in Common Area Charges under Section 7.4(v) above; (ii) depreciation of the Center, or any portion or component of the Center, or any equipment or other property; (iii) loan payments, principal or interest, or ground lease or similar payments; (iv) leasing costs (including costs of leasing equipment considered to be of a capital nature), consulting fees, brokerage commissions, accounting fees, legal fees, vacancy costs, rent or other concessions, and/or premises refurbishment or improvement expenses; (v) collection costs, including legal fees and/or bad debt losses or reserves; (vi) otherwise permissible fees or costs to the extent in excess of prevailing and competitive rates in the geographic vicinity of the Center; (vii) costs or expenses resulting

from Landlord's violation of any agreement to which it is a party or any Applicable Law; (viii) expenses relating to the roof or structural components of the buildings in the Center or other repairs made by Landlord pursuant to Section 8.3 below; (ix) capital maintenance reserves; (x) costs incurred by Landlord to the extent that Landlord is reimbursed by insurance proceeds, governmental agencies or entities, or any tenant or other person; (xi) costs incurred to operate any commercial concession (parking or otherwise), including compensation paid to clerks, attendants or other persons; (xii) advertising and promotional expenditures, and purchasing or construction costs of signs in or on the Center identifying the owner of the Center; (xiii) costs relating to, or the payment of, any claims or damages arising from the negligence or malicious act or omission of Landlord or its contractors, agents or employees; (xiv) costs associated with repairs or improvements for which the need arose prior to the Effective Date; (xv) security costs; (xvi) cost of trash removal for individual tenants of the Center; (xvii) any property management, general, overhead or administrative fees other than the Administrative Surcharge specifically permitted pursuant to Section 7.4 above; (xviii) Taxes (which are paid by Tenant pursuant to Section 13 below); and, (xix) any Insurance Costs (which are paid separately by Tenant pursuant to Section 12 below). For purposes of this Lease, the term "**costs of a capital nature**" means the cost of any item the useful life of which exceeds 36 months.

7.6 Pro Rata Share of Common Area Charges. Commencing on the Commencement Date, Tenant shall pay to Landlord, as additional Rent, in equal monthly installments along with Base Rent, in advance, Tenant's estimated Pro Rata Share of Common Area Charges. Tenant's "**Pro Rata Share of Common Area Charges**" means the amount determined by multiplying the total amount of Common Area Charges by a fraction, the numerator of which is the rentable square footage of the Building and the denominator of which is the greater of (i) the actual rentable square footage in the Center or (ii) 106,174 square feet. Landlord hereby represents that for the first full calendar year occurring during the Term, Common Area Charges is estimated to be \$2.00 per square foot of the Building. Notwithstanding anything contained in the Lease to the contrary, Tenant's Pro Rata Share of Common Area Charges (exclusive of the cost of snow and ice removal, and Common Area utility charges) shall not increase annually by more than 3% over Tenant's Pro Rata Share of Common Area Charges (exclusive of the cost of snow and ice removal, and Common Area utility charges) actually paid by Tenant for the prior calendar year.

7.7 Statements; Estimates. Before the commencement of each calendar year during the Term, Landlord shall deliver to Tenant a written estimate (on a line item basis) of Tenant's Pro Rata Share of Common Area Charges for the ensuing calendar year. Such estimate shall not differ materially from the prior year's estimate without a reasonable written explanation from Landlord. No later than 120 days after the end of each calendar year during the Term, Landlord shall deliver to Tenant a statement showing in reasonable detail the Common Area Charges and Taxes (if not paid directly by Tenant pursuant to Section 13.2(a) below) incurred by Landlord during such calendar year, together with supporting documentation of all such costs and expenses (collectively, "**Reconciliation Documents**"). If Landlord fails to deliver the Reconciliation Documents within said 120-day period, then Tenant may suspend paying its Pro Rata Share of Common Area Charges until Landlord delivers the Reconciliation Documents, at which time Tenant shall recommence such payments along with paying to Landlord all previously suspended amounts. Any deficiencies in the payments made by Tenant shall be paid by Tenant to Landlord within 30 days of receipt of demand therefor. Any surplus paid by Tenant during the preceding Lease Year shall be applied against the next due monthly installments of Rent due from Tenant or, if the remaining Term is not sufficient in length for such charges to be fully offset, shall be refunded to Tenant.

7.8 Audit. Tenant shall have the right to audit Landlord's Common Area Charges, as well as charges for Taxes (if not paid directly by Tenant pursuant to Section 13.2(a) below) and other charges for which Landlord has billed Tenant during the preceding calendar year or accounting period. Tenant shall have the right to conduct this audit not more than once each year to determine if such charges are correct and Landlord shall fully cooperate in such regard. If an audit discloses any charge to Tenant which is 3% or more in excess of the amount actually owed by Tenant, Landlord shall be responsible for and reimburse Tenant for the costs of the audit conducted plus interest from the date paid until the date refunded at the Default Rate.

7.9 Prompt Billing. All charges due from Tenant to Landlord for which Tenant may be billed by Landlord must be so billed (and reflected in the Reconciliation Documents) no later than the end of the calendar year following the year in which the charge is incurred by Landlord or Landlord will be deemed to have waived its right to reimbursement with respect to same.

8. REPAIRS

8.1 Tenant Obligations. Subject to Section 15 below, Tenant, at its sole cost and expense, will maintain, repair and replace, as necessary, the Building and all other improvements to the Premises. Subject to the waivers set forth in Section 12.5 below, Landlord, and not Tenant, shall be responsible for Tenant's cost to repair any damage to the items set forth in this Section 8.1 that is caused by any intentional act or negligence of Landlord, its agents or contractors or that is caused by or result from a defect in Landlord's Work or any repairs, alterations, replacements or other improvements or installations made by Landlord, its agents or contractors (collectively, "**Landlord Caused Repairs**"). Landlord Caused Repairs made by Tenant shall be reimbursed by Landlord within 30 days following billing from Tenant, together with an itemized statement of the cost thereof. If Landlord fails to reimburse Tenant for the cost Landlord Caused Repairs within 30 days following billing from Tenant, Tenant may deduct such cost from the Rent next coming due.

8.2. Landlord Obligations.

(a) Subject to Section 15 below, and in addition to Landlord's Common Area Maintenance obligations, Landlord shall, at its sole cost and expense, maintain, repair and replace, as necessary, all improvements within the Center other than Premises in a good and slightly condition consistent with other first-class shopping centers in the geographical vicinity of the Center.

(b) Landlord shall complete its obligations under Section 7.3 and Section 8.2(a) above with reasonable diligence in a manner least intrusive to Tenant's regular business operations. If Landlord fails to perform such repair or maintenance obligations within 30 days after Tenant provides Landlord Notice of the need for same (or if such failure is of a nature to require more than 30 days for remedy and continues beyond the time reasonably necessary to cure, so long as Landlord has undertaken procedures to so cure within such 30-day period and diligently pursues such efforts to cure to completion), or in the case of an emergency as provided below stated, then Tenant may perform the repairs or maintenance and charge the cost thereof to Landlord along with a management fee in the amount of 25% of the costs incurred. If Landlord fails to reimburse Tenant for the cost of such repairs or maintenance within 30 days following billing from Tenant, Tenant may deduct such cost from the Rent next coming due. In the event of an emergency (i.e., a condition presenting an imminent threat of harm to persons or property), Tenant shall have the right to undertake immediate repairs to the Premises (but not to any other portion of the Center) of such a nature as would normally be Landlord's responsibility and shall

give Landlord such notice, if any, of the need for such repairs as is practicable under the circumstances. If no advance notice is practicable under the circumstances, Tenant shall notify Landlord promptly after such repairs have been undertaken.

8.3 Compliance with Law. Tenant shall at its sole cost and expense make any repairs, alterations or other improvements to the Premises required by applicable governmental authorities or to comply with Applicable Law. Landlord shall at its sole cost and expense make any repairs, alterations or other improvements to the Common Areas and all other portions of the Landlord's Residual required by applicable governmental authorities or to comply with Applicable Law.

9. ALTERATIONS. Following the completion of the initial Tenant's Work, Tenant may, at Tenant's sole cost and expense, without Landlord's prior consent, make alterations, changes, replacements, improvements and additions to, and expansions of, the Building and related improvements on the Premises as Tenant may deem reasonably desirable, including the right to change or replace the exterior of the Building, from time to time, so that the Building shall remain consistent with Tenant's then-current prototype. All alterations made by Tenant shall be performed in a good and workmanlike manner and in conformity with Applicable Law.

10. SIGNS

10.1 Compliance with Law. All of Tenant's signage described in this Section 10 or otherwise shall conform in all respects to all Applicable Law and shall be subject to Tenant's obtaining the necessary permits therefor, if any. Landlord shall cooperate, at no cost to Landlord, with Tenant in obtaining any variance from restrictions placed on the use of signs by local authorities.

10.2 Interior Signage. Tenant shall have the right to install in the interior of the Premises such signs as Tenant deems desirable. All such signs shall remain Tenant's property.

10.3 Exterior Signage. Tenant shall have the right, at its sole cost and expense, to affix to the exterior of the Building Tenant's prototypical signage consisting of Tenant's corporate logo. Landlord hereby approves Tenant's prototypical sign design that is depicted on Exhibit I-1 attached hereto (the "Exterior Signage"). Tenant shall have the right to change or replace the Exterior Signage from time to time. Tenant shall also have the right, at its sole cost and expense, to place upon the Premises professionally prepared temporary banners announcing the "Grand Opening", "Now Hiring" and/or "Coming Soon" of Tenant's business at the Premises.

10.4 Tenant's Pylon/Monument Signs. Tenant shall have the right to install its two-sided, graphic sign panel, with Tenant's corporate logo on any pylon or monument sign(s) for which Tenant shall obtain a permit and construct on the Premises (the "Tenant's Pylon/Monument Signs").

10.5 Removal. Tenant shall maintain all of Tenant's interior signage, Exterior Signage and Tenant's Pylon/Monument Signs panels in good order and condition and remove the same upon the termination or earlier expiration of this Lease. Any material damage resulting from such removal shall be repaired at Tenant's sole cost and expense.

11. UTILITIES

11.1 From and after the Delivery Date, Tenant shall pay before delinquency all usage charges for water, sanitary sewer, gas, heat, air cooling, electricity, power, telephone and other utility services used by Tenant at the Premises during the Term.

11.2 In the event of any interruption in utility service to the Premises, Landlord shall diligently pursue the resumption of service. If a utility service to the Premises shall be interrupted and/or Landlord anticipates that, due to the actions of Landlord or another tenant of the Center, utility service to the Premises will be interrupted for a period of 4 or more consecutive hours, then Landlord shall, within 30 days after receipt of an invoice from Tenant, reimburse Tenant for Tenant's costs and expenses to: (a) obtain and/or rent a generator to restore electricity to the Premises (if electricity has been interrupted); (b) obtain the services of an electrician to hook-up and install said generator at the Premises; and (c) obtain the services of Tenant's refrigeration company to make any connections, installations, modifications, adjustments, or other measures necessary to operate Tenant's water cooled refrigeration equipment. If Landlord fails to reimburse Tenant for the cost of such repairs or maintenance within 30 days following billing from Tenant, Tenant may deduct such cost from the Base Rent next coming due. In addition to the foregoing, after the 24th continuous hour of any utility interruption, if such interruption is caused by the negligence of Landlord, Landlord's Agents, or Landlord's tenants, and Tenant is not able to conduct its business within the Premises consistent with its normal operations, Rent shall be equitably adjusted until the service is restored.

12. INSURANCE AND INDEMNITY

12.1 Tenant's Insurance.

(a) Tenant shall at all times during the Term keep in force a policy of commercial general liability insurance and, if necessary, umbrella liability insurance with total combined limits of at least \$2,000,000 per occurrence, which may be through an endorsement on a blanket liability insurance policy, insuring against any and all damages and liability on account damages to property or injuries to or the death of persons arising out of or relating to Tenant's use of the Premises. Tenant's liability insurance shall: (i) name Landlord (and if Landlord requests, any mortgagee or beneficiary under a deed of trust) as an additional insured; and (ii) include contractual liability insurance recognizing the liability assumed in this Lease, contain a cross-liability endorsement.

(b) Tenant shall at all times during the Term maintain a "causes of loss - special form" policy of property insurance, insuring the Building and related improvements, and Tenant's trade fixtures, signage, equipment, inventory and other personal property located in the Premises ("**Tenant's Property**"). Such insurance shall be in the amount of the full replacement cost of the Building and Tenant's Property.

(c) Tenant may maintain insurance with deductible amounts deemed prudent by Tenant as part of Tenant and its affiliates' corporate risk management program.

(d) Tenant (or the entity that owns a controlling interest of Tenant, on Tenant's behalf) may self-insure for the risks described in this Section 12.1. If an entity affiliated with Tenant is self-insuring on behalf of Tenant, such affiliated entity shall, in a writing reasonably acceptable to Landlord, agree to provide and be responsible for such self-insurance, and to pay the proceeds of such self-insurance pursuant to the terms and conditions of this Lease.

12.2 Landlord's Insurance.

(a) Landlord shall, at Landlord's sole cost and expense, at all times during the Term keep in force a policy or policies of commercial general liability insurance with a \$2,000,000 combined single limit on an occurrence basis, which may be through an endorsement on a blanket liability insurance policy. Landlord's liability insurance shall: (i) name Tenant as an additional insured against any and all damages and liability on account of or arising out of injuries to or the death of persons, or for property damage, occurring in the Landlord's Residual; and (ii) include contractual liability insurance recognizing the liability assumed in this Lease, contain a cross-liability endorsement.

(b) Landlord shall, at Landlord's sole cost and expense, at all times during the Term maintain a "causes of loss - special form" policy of fire and casualty insurance, insuring all improvements located in the Landlord's Residual. Such insurance shall be in the amount of the full replacement cost (excluding foundations) and shall provide that the proceeds of same shall be payable in the manner provided for in this Lease.

12.3 *Intentionally Deleted*

12.4 Miscellaneous Requirements. Upon written request from the other, Landlord and Tenant shall deliver to the requesting party an ACORD certificate of insurance (or industry equivalent form), evidencing the existence in force of the policies of insurance described in this Section 12. All insurance required under this Lease shall be issued by an insurer licensed to do business within the state in which the Premises is located and rated at least A- and VII in Best's Insurance Reports, or equivalent.

12.5 Waiver of Claims and Waiver of Subrogation. Notwithstanding any of the provisions of this Lease to the contrary, the parties release each other, and their respective authorized representatives, from any claims for any loss or damage covered by any insurance maintained and/or required to be maintained by the releasing party under this Lease. Landlord and Tenant shall each have their insurance policies issued in such form as to waive any right of subrogation that might otherwise exist.

12.6 Indemnity.

(a) Subject to Section 12.5, Tenant will indemnify, defend and hold harmless Landlord and Landlord's Agents from and against any and all costs, expenses, claims, suits, causes of action, liabilities, losses, fines, penalties, charges, judgments, injuries and damages, including, without limitation, reasonable attorney's fees and costs ("**Claims**") resulting from, related to or arising out of third party claims with respect to: (i) an incident which occurred upon the Premises during the term of the Lease and which resulted in personal injury or property damage unless resulting from the negligent, grossly negligent or intentional act or omission of Landlord or any of Landlord's Agents; and/or, (ii) any violation or claim of violation of law or regulation by Tenant (but not to the extent such violation is a result of an action or omission of Landlord). Notwithstanding any other provision herein to the contrary, the foregoing indemnity by Tenant and any other indemnity given by Tenant herein are conditioned upon: (I) Landlord giving Tenant reasonably prompt Notice in writing after Landlord learns of an incident or event for which Landlord is making an indemnity claim; and, (II) Landlord permitting Tenant to have reasonable control of defense of such matter (with counsel reasonably acceptable to Landlord) and all negotiations for settlement and comprise thereof (so long as such compromise or settlement does not require any monetary or other obligation on the part of Landlord).

(b) Subject to Section 12.5, Landlord will indemnify, defend and hold harmless Tenant and Tenant's Agents from and against any and Claims resulting from, related to or arising out of third party claims with respect to: (i) an incident which occurred within the Common Areas (and any other portions of the Center under Landlord's control) and which resulted in personal injury or property damage unless resulting from the negligent, grossly negligent or intentional act or omission of Tenant or any of Tenant's Agents; and/or, (ii) any violation or claim of violation of law or regulation by Landlord (but not to the extent such violation is a result of an action or omission of Tenant). Notwithstanding any other provision herein to the contrary, the foregoing indemnity by Landlord and any other indemnity given by Landlord herein are conditioned upon: (I) Tenant giving Landlord reasonably prompt Notice in writing after Tenant learns of an incident or event for which Tenant is making an indemnity claim; and, (II) Tenant permitting Landlord to have reasonable control of defense of such matter (with counsel reasonably acceptable to Tenant) and all negotiations for settlement and comprise thereof (so long as such compromise or settlement does not require any monetary or other obligation on the part of Tenant).

(c) The term "**Agents**" of any party means the employees, agents, officers, directors, licensees, contractors and subcontractors of such party acting on behalf of such party.

13. REAL PROPERTY TAXES

13.1 Taxes Defined. The term "**Taxes**" includes any and all ad valorem real property taxes and assessments, whether ordinary or extraordinary, which are assessed against the Premises and allocable to the Term. Taxes shall not include any penalties, interest or late fees imposed for late payment, or any franchise, corporate, estate, inheritance, succession, capital levy, business or transfer tax of Landlord, any tax on rent, income, profits, margin, or gross receipts, or any renewal tax, documentary stamp taxes, mortgage lien taxes, transfer gains taxes, tax increment financing or recording fees, or any administrative or management fees. If any Taxes are permitted to be paid in installments, then there shall be included in Taxes for any year only the amount of the installment of such assessment that would result had Landlord elected to pay such assessment over the maximum number of installments permitted by law (regardless of what period of time Landlord actually pays the same over) and Tenant shall be responsible for only those installments which are attributable to the Term.

13.2 Tax Payments.

(a) From and after the Commencement Date and continuing throughout the remainder of the Term, Tenant shall pay before delinquency any and all Taxes that are assessed against solely the Premises. Landlord shall arrange for all bills for Taxes to be sent directly to Tenant at Tenant's address set forth in Section 25 below. In no event shall Tenant be obligated to pay any late fee resulting from a failure by Landlord to arrange for tax bills to be sent to Tenant or for any increase in Taxes that results from more than one sale or transfer of the Premises in any 10-year period.

(b) If Landlord is unable to create the Premises as a tax parcel separate from Landlord's Residual, then Landlord shall obtain an identifiable breakdown of Taxes attributable to solely the Premises (the "**Taxes Attributable to the Premises**") from applicable governing authorities, and from and after the Commencement Date and continuing throughout the remainder of the Term, Tenant shall pay to Landlord the Taxes Attributable to the Premises as Additional Rent. Tenant shall pay Taxes Attributable to the Premises within 30 days after Tenant's receipt of an invoice from Landlord, which includes a copy of the real estate tax bill(s), the calculation of the Taxes Attributable to the Premises, and proof of Landlord's prior payment of the Taxes;

provided, however, Landlord shall not invoice Tenant for Taxes Attributable to the Premises more than twice per calendar year.

(c) If Landlord is unable to create the Premises as a tax parcel separate from Landlord's Residual and unable to obtain an identifiable breakdown of Taxes attributable to solely the Premises from applicable governing authorities, then from and after the Commencement Date and continuing throughout the remainder of the Term, Tenant shall pay to Landlord Tenant's Pro Rata Share of Land Taxes and Tenant's Pro Rata Share of Improvement Taxes. Tenant shall pay Tenant's Pro Rata Share of Land Taxes and Tenant's Pro Rata Share of Improvements Taxes within 30 days after Tenant's receipt of an invoice from Landlord, which includes a copy of the real estate tax bill(s), the calculation of Tenant's Pro Rata Share of Land Taxes and Tenant's Pro Rata Share of Improvement Taxes, and proof of Landlord's prior payment of the Taxes; provided, however, Landlord shall not invoice Tenant for Tenant's Pro Rata Share of Land Taxes and Tenant's Pro Rata Share of Improvement Taxes more than twice per calendar year. The term Tenant's "**Pro Rata Share of Land Taxes**" means the amount determined by multiplying the total amount of Taxes attributable to the land comprising the Center by a fraction, the numerator of which is the acreage of the Premises and the denominator of which is the acreage of the Center. The term Tenant's "**Pro Rata Share of Improvement Taxes**" means the amount determined by multiplying the total amount of Taxes attributable to the taxable improvements located within the Center by a fraction, the numerator of which is the rentable square footage of the Premises and the denominator of which is the actual rentable square footage of the Center.

13.3 Tax Contests. Tenant may, at Tenant's expense, engage an agent representing Tenant to contest and appeal any and all Taxes. Tenant's agent shall have access to Landlord's real estate records at Landlord's main office upon 7 days prior Notice to Landlord. In the event Tenant is successful in reducing the Taxes, Landlord shall reimburse Tenant for Tenant's reasonable cost of appealing or securing such reduction. In addition, in the event tenants comprising 20% or more of the gross leasable area of the Center (including Tenant) so request, Landlord shall contest and/or appeal, as applicable, the amount of Taxes assessed against the Center.

14. END OF TERM. At the expiration of this Lease, Tenant shall surrender the Premises in broom clean condition, subject to normal wear and tear and damage by the elements, and subject also to alterations permitted under Section 9 above and the terms and conditions of Sections 15 and 16 below. Tenant shall deliver all keys to the Premises to Landlord. Tenant shall have the right (but not the obligation) to remove from the Premises all of Tenant's Property.

15. DAMAGE AND RESTORATION

15.1 Restoration Obligation.

(a) If all or any portion of the Building is damaged by any cause whatsoever and the Lease is not terminated as set forth in Section 15.3 below, then Tenant may elect, at Tenant's sole option, to either (i) repair, restore and/or rebuild the same at Tenant's sole expense (a "**Restoration**"), or (ii) raze the Building and either pave or seed and maintain such area, in addition to any other requirements imposed by the Authorities. Tenant shall have no obligation to perform a Restoration and in no event will Landlord have any right to Tenant's insurance proceeds.

(b) If all or any portion of Landlord's Residual is damaged by any cause whatsoever and no damage has occurred to the Premises or Building, or all or any portion of the

Building and/or Premises has been damaged and Tenant has elected to perform a Restoration, then Landlord shall: (i) within 180 days after the date of such damage, repair, restore and/or rebuild the Common Areas (including, without limitation, the Critical Access Drives, Protected Parking Field, Stormwater Facilities, and Tenant's Pylon/Monument Signs); and (ii) either (A) within 180 days after the date of such damage, rebuild, repair, or restore the portions of Landlord's Residual other than the Common Areas (in which event all construction activities undertaken in connection therewith shall be conducted so as to minimize interference with Tenant's use of the Premises and other rights granted to it under this Lease and shall be diligently pursued with continuity to completion), or (B) within 60 days after such damage or destruction, raze the damaged improvements (other than the Common Areas which must be rebuilt pursuant to (i) above) and either pave or seed Landlord's Residual.

(c) If all or any portion of Landlord's Residual is damaged by any cause whatsoever and all or any portion of the Building and/or Premises has been damaged by any cause whatsoever and Tenant does not elect to perform a Restoration, then Landlord shall have no obligation, under this Lease, to rebuild or restore the improvements located on Landlord's Residual. However, if Landlord elects to rebuild or restore the improvements on Landlord's Residual after any such damage or destruction, all construction activities undertaken in connection therewith shall be conducted so as to minimize interference with Tenant's use of the Premises and other rights granted to it under this Lease and shall be diligently pursued with continuity to completion. If Landlord elects not to rebuild or restore the improvements on Landlord's Residual after any such damage or destruction, Landlord shall, within 60 days after such damage or destruction, raze the damaged improvements and either pave or seed Landlord's Residual. Notwithstanding the foregoing, if Tenant subsequently elects to perform a Restoration (after initially electing to raze the Building), then Landlord shall promptly rebuild or restore the damaged portions of the Common Areas.

15.2 No Rent Abatement. Notwithstanding damage or destruction, if Tenant does not terminate this Lease pursuant to this Section 15.3 below, Tenant's obligation to pay Rent shall continue without abatement.

15.3 Termination. If the Premises is substantially damaged during the last 2 years of the Term, or within 2 years before the end of an Option Period, Tenant may terminate this Lease by Notice to Landlord provided no later than 45 days after the date the damage occurred; *provided, however*, if Tenant elects not to perform a Restoration after such damage or destruction, Tenant shall raze the Building, remove any and all debris, foundations and sub-surface structures, and either pave or seed and maintain such area until Tenant delivers physical possession of the Premises to Landlord.

16. EMINENT DOMAIN

16.1 Taking Defined. The term "**Taking**" means any governmental act whereby the owner of property is divested of ownership of such property or any of the incidents thereof (or any transfer in lieu thereof).

16.2 Rights and Obligations Following Taking.

(a) If a Taking occurs with respect to any portion of the Premises, Tenant's Pylon/Monument Signs, Protected Parking Field, Stormwater Facilities and/or the Critical Access Drives, then within 30 days following the date of such Taking, then Tenant may terminate this Lease upon Notice to Landlord.

(b) If Tenant does not terminate this Lease pursuant to Section 16.2(a) above, Tenant shall promptly and diligently restore the Premises, and Landlord the Critical Access Drives, to as near their condition as existed prior to such Taking as is reasonably possible.

(c) The parties waive such rights of Lease termination that may be granted them by the laws of the state wherein the Premises are located in the event of condemnation.

(d) All compensation and damages awarded for a Taking of the Building and any other improvements on the Premises shall belong to and be the property of Tenant. All other compensation and damages awarded for a Taking of the Premises, whether for the whole or a part of the Premises, shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee of the Premises. Nothing herein contained shall prevent Tenant from making a claim for loss or damage to the Building and for Tenant's trade fixtures and removable personal property. Tenant shall not be entitled to any award for the value of any unexpired Term of this Lease. Any award for the land comprising the Premises shall be paid solely to Landlord.

17. **RIGHT OF ACCESS.** Landlord and its authorized agents and representatives shall be entitled to enter upon the Premises at reasonable times upon reasonable Notice (which shall be at least 48 hours unless emergency circumstances reasonably require a shorter Notice), and in a manner, that does not interfere with Tenant's business operations, for the purpose of inspecting same.

18. **AUTHORITY AND QUIET ENJOYMENT.** Each of Landlord and Tenant represents and warrants to the other that it has full right and lawful authority to execute this Lease in the manner, and upon the conditions and provisions herein contained. Landlord covenants and agrees that Tenant shall have quiet and peaceful possession of the Premises and shall enjoy all of the rights herein granted without interference so long as Tenant is not in default of the Lease following the applicable cure period for such default.

19. **WARRANTIES OF LANDLORD.** Landlord represents and warrants to Tenant as follows as of the Effective Date:

(a) Landlord has lawful fee simple title to the Premises;

(b) The Premises and the Center are free from all encumbrances that would negate or adversely affect Tenant's rights granted by Landlord under this Lease and Tenant's operation of the Premises for the Intended Use will not be in violation of: (i) any exclusives or other agreements which Landlord may have with other lessees, lenders, governmental authorities or any other parties; (ii) to the best of Landlord's knowledge, any restrictions imposed by any governmental body or authority; or, (iii) any other restrictive covenants imposed on the Center by any private person;

(c) The Premises is not subject to any existing claim for mechanics' liens.

(d) There are no third parties in possession or entitled to possession of the Premises.

(e) Either no third-party approvals are required for Landlord to enter into this Lease or Landlord has obtained all third-party approvals necessary for Landlord to enter into this

Lease;

(f) Landlord has neither received any written notice, nor is Landlord aware of any pending Taking, of all or any portion of the Center;

(g) The Premises has, and shall as of the Delivery Date have, free and full access to and from all adjoining streets, roads and highways as shown on the Site Plan, and to Landlord's knowledge there is no pending or threatened action which would impair such access;

(h) The Premises has not been classified under any designation authorized by law to obtain a special low ad valorem tax rate or receive either an abatement or deferment of ad valorem taxes which, in such case, will result in additional, catch-up ad valorem taxes in the future in order to recover the amounts previously abated or deferred, nor is the Premises subject to any agreement, contract or commitment regarding valuation and/or minimum valuation;

(i) Landlord has not received notice and is not otherwise aware that either the Premises or its proposed use is, or will be, in violation of any local governmental rule, ordinance, regulation or building code, nor has Landlord received notice of any pending or threatened investigation regarding a possible violation of any of the foregoing.

(j) There is no litigation, and, to Landlord's actual knowledge, no other proceedings are pending or threatened, relating to the Premises or its use;

(k) This Lease is and shall be binding upon and enforceable against Landlord in accordance with its terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration and maturity under any indenture, mortgage, deed of trust, loan agreement or other agreement to which Landlord or the Premises are subject or by which Landlord or the Premises are bound;

(l) The Site Plan accurately depicts the configuration of the Center.

20. **MERCHANTS' ASSOCIATION/PROMOTIONAL FUND.** Tenant shall not be required to join, or pay or contribute to, any merchants' association or similar organization formed to promote the Center.

21. **DEFAULT**

21.1 **Tenant Default.** The occurrence of any of the following shall constitute a default by Tenant pursuant to this Lease (any such occurrence, an "Event of Default"):

(a) a failure by Tenant to timely pay any Rent that continues for more than 10 days after Tenant's receipt of Notice from Landlord specifying such failure;

(b) a failure by Tenant to perform obligations pursuant to this Lease (other than as specified in 21.1(a) above) within 30 days after Tenant's receipt of Notice from Landlord specifying such failure or, if it reasonably would require more than 30 days to cure such failure, within a time reasonably necessary to cure such failure after Tenant's receipt of such Notice (provided Tenant has undertaken procedures to cure the default within such 30 day period and diligently pursues such cure to completion); or,

(c) the occurrence of any of the following events: (i) the making by Tenant of

any general arrangement or assignment for the benefit of creditors; (ii) Tenant's becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph (c) is contrary to any applicable law, such provision shall be of no force, and not affect the validity of the remaining provisions.

21.2 Landlord Remedies.

(a) Upon an Event of Default by Tenant, in addition to any other remedies available to Landlord at law or in equity, Landlord may, upon delivery of Notice to Tenant (provided the default has not been cured on or before the date such Notice is delivered):

(i) terminate this Lease, reenter the Premises by summary proceedings, take possession of the Premises, and remove all persons therefrom; or

(ii) terminate Tenant's right of possession of the Premises without terminating this Lease, reenter the Premises by summary proceedings and occupy the whole or any part thereof; or,

(iii) even though it may have reentered the Premises without terminating this Lease, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

(b) If Landlord reenters the Premises under the provisions above, Landlord shall not be deemed to be terminating this Lease, or to be terminating Tenant's liability for damages under any of the provisions hereof, by any such reentry or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord notifies Tenant in writing that it has so elected to terminate this Lease.

(c) If Landlord repossesses the Premises hereunder, then Landlord agrees to use its best efforts to mitigate its damages arising from the Event of Default, including but not limited to reletting the Premises for the highest rent reasonably obtainable.

(d) Whether or not Landlord has terminated this Lease, Landlord may recover from Tenant as damages all of Landlord's reasonable out-of-pocket expenses incurred in obtaining possession of the Premises (including reasonable attorney's fees), outside brokerage commissions incurred to relet the Premises, and the cost of any repairs to the Premises which are required to be made and which are Tenant's obligations hereunder.

(e) (i) If Landlord has not terminated this Lease, then Tenant shall also be liable for, and Landlord shall be entitled to recover from Tenant, the difference between Rent thereafter becoming due under this Lease, and the proceeds from reletting the Premises, such deficiency to be computed and paid monthly at the times that Rent is payable hereunder.

(ii) If Landlord terminates this Lease, then Tenant shall also be liable

for, and Landlord shall be entitled to recover from Tenant, all Rent payable to the date of termination, plus, as liquidated and agreed final damages, the following amount: (i) the Base Rent which would have been payable by Tenant from the date of such termination to the date when this Lease would have expired if it had not been terminated as aforesaid, minus (ii) the fair rental value of the Premises for the same period as determined by agreement of Landlord and Tenant or by appraisal, as hereinafter set forth, with both amounts being discounted to present value at a rate of interest equal to sum of 3% plus the interest rate on a U.S. Treasury security having a maturity date equal to the date when this Lease would have expired if it had not been terminated. Upon payment of such liquidated and agreed final damages, Tenant shall be under no further liability or obligations under this Lease. For purposes of determining the fair rental value of the Premises as described above, if Landlord and Tenant are unable to agree on said amount, then 3 appraisers shall be appointed, with each appraiser having had substantial experience in the valuation of shopping centers. Landlord and Tenant shall each select an appraiser and the third appraiser shall be selected by the two aforesaid appraisers. The fair rental value of the Premises shall be the arithmetic mean of the 3 appraisals performed.

21.3 Tenant Dispute. If Tenant in good faith disputes any Notice of default by Landlord (other than for the payment of Base Rent), then Landlord may not terminate this Lease or Tenant's right to possession of the Premises unless and until Tenant is judged to be in default by a court of competent jurisdiction and thereafter Tenant is given at least 30 days or such other time as is reasonably necessary to cure such default.

21.4 Landlord Default.

(a) If: (i) Landlord should be in default in the performance of any of its covenant, warranties or obligations under this Lease and the default continues for a period of more than 30 days after receipt of Notice from Tenant specifying such default, or if such default is of a nature to require more than 30 days for remedy and continues beyond the time reasonably necessary to cure (provided Landlord has undertaken procedures to cure the default within such 30 day period and diligently pursue such efforts to cure to completion); or, (ii) any of Landlord's express representations set forth in this Lease is false in whole or in part, then Tenant may, in addition to availing itself of any other remedies available at law and in equity, at its option, upon Notice, terminate this Lease or incur any expense reasonably necessary to perform the obligation of Landlord specified in such Notice and deduct such expense (plus interest at the Default Rate) from Rent next becoming due.

(b) Tenant acknowledges that the liability of Landlord under this Lease shall be limited to Landlord's equity interest in the Center and any judgments rendered against Landlord shall be satisfied solely out of the rents received and any proceeds of sale of Landlord's interest in the land and improvements making up the Center. No personal judgment shall be against Landlord or Landlord's partners or officers or members upon extinguishment of Landlord's rights in the Center and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets or those of Landlord's partners or officers or members. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit the personal liability of Landlord and its partners or officers or members in the event of recovery against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded Tenant by law or under this Lease.

22. ASSIGNMENT AND SUBLETTING

22.1 Tenant Assignment or Subletting. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to assign this Lease or sublet all or any portion of the Premises without Landlord's consent.

22.2 Sublease Recognition. In the event Tenant subleases all or any portion of the Premises for a term of at least 5 years, and such sublessee is paying base rent that is not less on a square foot basis than Tenant is paying in Base Rent hereunder, then, notwithstanding any other provisions of this Lease, Landlord shall, upon Tenant's request, execute and deliver a recognition agreement among Landlord, Tenant and such subtenant whereby Landlord agrees to recognize the rights of such subtenant upon default by Tenant hereunder; said recognition agreement shall be in recordable form and otherwise reasonably acceptable to such subtenant.

22.3 Landlord Assignment. Landlord may assign Landlord's interest in this Lease without the consent of Tenant (a) to any entity to which Landlord transfers its fee interest in the Premises provided such entity (i) agrees in writing to be bound by all the terms of this Lease and (ii) such assignment is pursuant to a bona fide arm's length transaction not designed to reduce Landlord's liability or to otherwise exempt Landlord from any provision of this Lease or (b) subject to Section 26, as security for any mortgage of Landlord.

23. HOLDING OVER. If Tenant remains in possession of the Premises without Landlord's consent after the expiration of the Term, including any extension thereof, such continued possession shall create a month-to-month tenancy upon the same terms and conditions contained herein so far as applicable, provided that monthly Base Rent shall equal 125% of the monthly Base Rent for the last month of the Term of this Lease.

24. MECHANICS' LIENS.

24.1 Tenant will not permit any mechanics', materialmen's or other similar lien to be filed or claimed against the Center or Landlord's interest therein by reason of any work, labor, materials, services or supplies furnished or purportedly furnished to Tenant or any contractor of Tenant. If any such mechanics' or materialmen's lien is so filed and/or claimed, then Tenant shall within 30 days after receiving Notice of same fully discharge and release the lien from the Premises by posting bond or otherwise; provided, however, that Tenant may contest in good faith any such lien so long as the enforcement thereof is stayed.

24.2 Landlord will not permit any mechanics', materialmen's or other similar lien to be filed or claimed against the Premises or Tenant's interest therein by reason of any work, labor, materials, services or supplies furnished or purportedly furnished to Landlord or any contractor of Landlord for the Premises if the enforcement of such lien could disturb Tenant's quiet enjoyment of the Premises. If any such mechanics' or materialmen's lien is so filed and/or claimed, then Landlord shall within 30 days after receiving Notice of same fully discharge and release the lien from the Premises by posting bond or otherwise; provided, however, that Landlord may contest in good faith any such lien so long as the enforcement thereof is stayed.

25. NOTICES. A "Notice" given in connection with this Lease will be effective only if it is in writing and (i) delivered in person or by courier (so long as delivery is evidenced by a written receipt signed on behalf of the receiving party), (ii) sent postage prepaid by United States certified mail (with return receipt requested), or (iii) sent by reputable overnight courier service that provides written evidence of delivery, or (iv) sent by electronic mail, addressed as specified below (with the copy to counsel as a courtesy only and not required for an effective Notice) or to such other address as requested by either party in writing. All Notices given in the manner specified

herein shall be effective upon actual receipt or upon refusal to accept delivery. All Notices given by electronic mail are effective on the date of transmission, provided that the Notice is sent on a business day before 5:00 p.m. (local time where the Premises is located) and a copy of the Notice is on the same date of transmission also sent by reputable overnight courier for next business day delivery. Notices from a party may be given by legal counsel to such party.

Landlord's Address:

MMAJ, LLC
P.O. Box 315
Itasca, IL 60143
Attention: Manny Rafidia
Email: crmadison@gmail.com

With a copy to:

Field and Goldberg, LLC
10 South LaSalle Street, Suite 2910
Chicago, Illinois 60603
Attn: Jay R. Goldberg, Esq.
Email: jgoldberg@fieldandgoldberg.com

Tenant's Address:

Aldi Inc.
1200 N. Kirk Rd.
Batavia, IL 60510
Attention: Director of Real Estate
Email: Chris.stair@aldi.us

With a copy to:

Kayne Law Group, CO., P.A.
612 Park Street, Suite 100
Columbus, Ohio 43215
Attn: Jacob Worrel, Esq.
Email: jworrel@kaynelaw.com

26. **SUBORDINATION, NON-DISTURBANCE, ATTORNMENT AND ESTOPPEL CERTIFICATES**

26.1 **Required SNDA.** Landlord represents and warrants to Tenant that as of the Effective Date there are no mortgages or deeds of trust encumbering all or any portion of the Center (a "**Mortgage**") other than that certain mortgage with Midland States Bank recorded on June 5, 2019, as document number 1915655096 in the Cook County Recorder of Deeds records. Landlord covenants to obtain from each Mortgage holder (and each lessor or other person whose interest in the Center is paramount to Landlord's) as of the Effective Date or at any time prior to the recordation of a MOL (defined in Section 27.1 below), and deliver to Tenant as provided in Section 2.3 above, a subordination, non-disturbance and attornment agreement executed by the Mortgage holder in the form attached hereto as Exhibit C or in form and substance otherwise acceptable to Tenant (the "**Required SNDA**").

26.2 Future SNDA. Tenant shall, upon Landlord's request, subordinate this Lease in the future, upon terms and conditions reasonably acceptable to Tenant, to any first lien Mortgage held by an institutional lender, provided that such lien holder executes a subordination, non-disturbance and attornment agreement ("**SNDA**") in the form attached hereto as Exhibit C or in form and substance otherwise acceptable to Tenant.

26.3 Estoppel Certificates. Within 30 days after receipt of request therefor, either party shall deliver to the other a written statement acknowledging the commencement and termination dates of this Lease, that this Lease is in full force and effect (if the same be true), that this Lease has not been modified (or if it has, stating such modifications), and providing any other pertinent information that the requesting party might reasonably request with respect to the status of this Lease or the Premises.

26.4 Costs. The party requesting an SNDA or estoppel certificate under Sections 26.2 or 26.3 above shall reimburse the other party for such other party's actual, reasonable out-of-pocket expenses (including attorneys' fees) incurred by the other party in providing such SNDA or certificate (not to exceed \$2,000). Such payment is due within 30 days after receipt of an invoice from the other party for such reimbursement (together with reasonable evidence of such out of pocket expenses).

27. **MEMORANDUM OF LEASE; LEASEHOLD TITLE INSURANCE.**

(a) Landlord and Tenant shall, contemporaneously with the execution of this Lease, execute a memorandum of lease in the form attached hereto as Exhibit J or as otherwise required by applicable law or procedures of the official charged with recordation duties for the county in which the Center is located (a "**MOL**"). Tenant may record the MOL at Tenant's cost with the official charged with recordation duties for the county in which the Center is located, with directions that it be returned to Tenant.

(b) Tenant may obtain, at Tenant's sole cost and expense, a leasehold title insurance commitment, issued by a nationally recognized title company selected by Tenant ("**Title Company**"), proposing to insure Tenant's leasehold estate in the Premises created hereby ("**Title Commitment**"). Prior to the expiration of the Inspection Period, Tenant may send Landlord Notice of any matters shown in Title Commitment or on Tenant's survey to which Tenant objects and/or any requirements to be satisfied by Landlord (such Notice, an "**Objection Notice**"). Landlord will have 10 business days following receipt of an Objection Notice in which to notify Tenant of Landlord's agreement to cure same, or to notify Tenant of Landlord's inability or unwillingness to cure same (an "**Objection Response Notice**"). Landlord's failure to provide an Objection Response Notice to Tenant within such 10-business day period will be deemed to constitute Landlord's election not to cure the objections. If Landlord has failed to cure said objections before the end of the Inspection Period, or elects not to cure such objections (or is deemed to have elected not to cure the objections), then Tenant may: (i) waive such objections; (ii) extend the Contingency Period(s) on a day-for-day basis until Landlord has cured any such objections; or (iii) terminate this Lease by Notice to Landlord. In the event there are any intervening liens, title exceptions or encumbrances ("**Intervening Matters**") revealed by any Title Commitment update obtained prior to the recording of an MOL, Tenant may by Notice to Landlord: (I) waive any objections to such matters; (II) extend the Delivery Date and/or the Commencement Date on a day-for-day basis until Landlord has cured any such objections; or (III) terminate this Lease by Notice to Landlord. Landlord agrees to act reasonably and in good faith in order to satisfy all requirements of the Title Company (including requirements shown in the Title Commitment) and to reasonably cooperate with Tenant in Tenant's efforts to

obtain a leasehold policy of title insurance, including, but not limited to providing the Title Company evidence of Landlord's organization and proper authority to enter into this Lease, such as (as applicable), articles of incorporation, bylaws, corporate resolutions, certificate of good standing, partnership articles, partnership certificate, partnership resolutions.

28. **BROKERAGE COMMISSIONS.** Landlord and Tenant each represents and warrants to the other that it has not authorized or employed, or acted by implication to authorize or employ, any real estate broker or salesman to act for it in connection with this Lease, except for Craig J. Lillibridge of CBRE, representing Tenant ("**Broker**"). Landlord is responsible for payment of a commission to Broker pursuant to a separate agreement. Landlord and Tenant shall (except as to Broker) each indemnify, defend and hold the other party harmless from and against any and all claims by any real estate broker or salesman whom the indemnifying party authorized or employed, or acted by implication to authorize or employ, to act for the indemnifying party in connection with this Lease. The foregoing indemnifications shall survive the expiration of the Term or sooner termination of this Lease.

29. **HAZARDOUS SUBSTANCES**

29.1 **Representations and Warranties.** Landlord represents and warrants to Tenant that as of the Effective Date:

(a) To the best of Landlord's knowledge, no Hazardous Substance (defined below) is located on, in, or under the Premises.

(b) To the best of Landlord's knowledge, at no time has there been a Release (defined below) of any Hazardous Substance in, on, or under the Premises.

(c) Neither Landlord nor, to the best of Landlord's knowledge, tenants or subtenants, ever used the Premises for the storage, manufacture, disposal, handling, transportation or use of any Hazardous Substance.

(d) To the best of Landlord's knowledge, the Premises has never been used for the storage, manufacture, disposal, handling, transportation or use of any Hazardous Substance.

(e) There is no current, nor, to the best of Landlord's knowledge, has there ever been, any investigation, administrative proceeding, litigation, regulatory hearing or other action proposed, threatened or pending, relating to the Premises and/or alleging non-compliance with or the violation of any Environmental Law (defined below).

(f) Landlord has disclosed to Tenant all assessments, studies, sampling results, evaluations, reports and investigations commissioned by Landlord or within Landlord's possession or control relating to the environmental condition of the Premises and has delivered true and correct copies thereof to Tenant.

(g) There are not now and there were not at any time during which Landlord has had any interest in the Premises, nor to the best of Landlord's knowledge, have there ever been, any above-ground or underground storage tanks located in, on or under the Premises.

29.2 **Definitions.** For purposes of this Lease:

(a) The term "**Environmental Law**" shall mean and refer to all laws, statutes, codes, ordinances, rules, regulations, agreements, regulatory guidance or directives, licenses, permits, approvals, plans, authorizations, judgments, orders, writs, decrees, common law, restrictive covenants, institutional or engineering controls, deed restrictions, restrictive covenants or closure conditions existing now or hereinafter enacted, promulgated or amended by the United States, the State of Illinois, all applicable municipalities, or any other political subdivisions in which the Premises is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the Premises or the use of the Premises, relating to pollution or contamination, the protection or regulation of human health or safety, natural resources, wildlife, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or Hazardous Substances (defined below), materials, wastes, or any other regulated substance, material or waste, into the environment (including without limitation, surface water, groundwater, land, soil, geology, or ambient or indoor air), including without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §9601 et. seq., the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. §6901, et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et. seq., and the Clean Air Act, as amended, 42 U.S.C. §7401 et. seq.

(b) The term "**Hazardous Substance**" shall mean and refer to any substance, whether solid, liquid or gaseous in nature, which is or contains (i) any "hazardous substance" as now or in the future defined by the CERCLA or any regulations promulgated under CERCLA, (ii) any "hazardous waste" as now or in the future defined under RCRA or any regulations promulgated under RCRA, (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), (iv) gasoline, diesel fuel or other petroleum hydrocarbons or petroleum byproducts or derivatives, including crude oil or any fraction thereof (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable, (vi) polychlorinated byphenyls, (vii) radon gas, (viii) urea formaldehyde foam insulation, (ix) mold, radon, lead-based paint, polychlorinated byphenyls, nuclear fuel or materials, radioactive materials, explosives or known carcinogens, and (x) any additional substances, materials, or wastes which are now or in the future classified or considered to be hazardous, toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, contaminating, polluting, or dangerous, or otherwise are or become regulated in any manner by any federal, state or local governmental agency under Environmental Laws, the common law, or any other applicable laws related to the Premises or the Center. Hazardous Substances shall include without limitation, any substance, whether solid, liquid, or gaseous in nature, the presence of which on the Premises or the Center (i) requires reporting, investigation, or remediation under any Environmental Law (ii) causes or threatens to cause a nuisance on the Premises or to adjacent or neighboring properties, (iii) poses or threatens to pose a hazard to health or safety of persons on, in, at or about the Premises or the Center, including without limitation Hazardous Substances in the soil gas, vapor intrusion into the indoor air of any existing or potential buildings, structures or improvements on the Premises or the Center, (iv) which, if emanated or migrated from the Premises or the Center constitute a trespass, or (v) which could give rise to a claim for damages or injunctive relief resulting from personal injury, or property or natural resource damages. Nothing herein is intended to apply to limited household-use quantities of common, over-the-counter cleaning products properly stored inside the Premises.

(c) The term "**Release**" shall mean and refer to any spilling, leaking, pumping, pouring, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the

environment, including the abandonment or discarding of barrels, drums, containers, tanks, or other receptacles containing or previously containing any Hazardous Substance.

29.3 Covenants and Indemnity. Landlord and Tenant each covenant and agree not to cause a Release or otherwise violate any Environmental Laws with respect to the Premises or the Center. Landlord and Tenant shall each indemnify and hold harmless the other and the parties to whom the other is responsible from and against any and all costs, expenses, claims, suits, causes of action, liabilities, losses, fines, penalties, charges, judgments, injuries and damages, including, without limitation, reasonable attorney's fees and costs resulting from, related to or arising out of third party claims with respect to Landlord's or Tenant's (as the case may be) breach of the covenants set forth in this Section 29.3.

29.4 Pre-Existing Conditions. If (i) any asbestos and asbestos containing materials, or (ii) any other Hazardous Substances are discovered at or upon the Premises after the Delivery Date but prior to the Commencement Date, and such materials or other Hazardous Substances were not placed therein by Tenant or Tenant's agents, then (I) Tenant shall have the right to cease all work and to remove itself from the Premises, and (II) Landlord shall, at its sole cost and expense, promptly perform all necessary abatement and/or remediation of the materials or other Hazardous Substances ("**Abatement Work**") and repair or replace all improvements damaged by the Abatement Work. The Commencement Date and Tenant's obligation to pay Rent shall be postponed by the number of days from the date on which the Hazardous Substances are discovered until the date on which the Abatement Work is complete, and all damaged improvements are repaired or replaced.

29.5 Post-Delivery Conditions. If any Hazardous Substances are discovered at or upon the Premises or the Center on or after the Commencement Date and such materials or other Hazardous Substances were not placed therein by Tenant or Tenant's agents, then Tenant shall have the right to vacate the Premises and Landlord shall, at its sole cost and expense, promptly perform all Abatement Work and repair or replace all improvements damaged by the Abatement Work. All Rent shall abate from the date on which the Hazardous Substances are discovered until the date on which the Abatement Work is complete, and all damaged improvements are repaired or replaced. Anything herein to the contrary notwithstanding, if in Tenant's reasonable judgment, such Abatement Work cannot be completed within 180 days, or the same is not actually completed by Landlord within the 180-day period immediately following the date such materials or other Hazardous Substances are discovered, then Tenant may terminate this Lease by Notice to Landlord, which Notice shall be effective on Landlord's receipt thereof.

30. MISCELLANEOUS

30.1 Attorneys' Fees. In the event either party hereto brings or commences legal proceedings to enforce any of the terms of this Lease, the successful party shall then be entitled to receive from the other, reasonable attorneys' fees and costs, including all fees and costs incurred upon any appeals, to be fixed by the court in the same action.

30.2 No Partnership or Joint Venture. It is understood and agreed that this Lease is not intended to create any relationship between the parties hereto other than that of Landlord and Tenant, and neither party hereto shall represent to any third party that any relationship other than the foregoing exists.

30.3 Entire Instrument. All of the agreements heretofore and contemporaneously made by the parties are contained in this Lease, and this Lease cannot be modified in any respect except by a writing executed by Landlord and Tenant.

30.4 Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of each party.

30.5 Remedies Cumulative. The various rights, elections and remedies of Landlord and Tenant contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any of the others or of any right, priority or remedy allowed or provided for by law or in equity.

30.6 Waiver of Default. The waiver by either party of any default in the performance, or failure to insist on strict performance, by the other of any covenant contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

30.7 Interpretation. The captions by which the paragraphs of this Lease are identified are for convenience only and shall have no effect upon the interpretation of this Lease.

30.8 Construction. Wherever the context so requires, the singular number shall include the plural, the plural shall refer to the singular, the neuter gender shall include the masculine and feminine genders, and the words "**Landlord**," "**Tenant**," and "**person**" shall include corporations, partnerships, limited liability companies, associations and individuals. If either party consists of more than one person, each such person shall be jointly and severally liable hereunder. If any provision of this Lease shall be held to be invalid by a court, the remaining provisions shall remain in effect and shall in no way be impaired thereby.

30.9 Good Faith. Whenever in this Lease the consent, approval or satisfaction of either party is required, or a judgment or discretion is to be made or exercised, it is understood and agreed that such consent, approval or satisfaction will be made in good faith (but this good faith obligation in no event: (i) shall require either party to take an action that contradicts either party's reasonable business judgment; or, (ii) negates a contrary standard or right set forth in this Lease).

30.10 Force Majeure. For purposes of this Lease:

(a) If either party hereto is delayed or hindered in or prevented from the performance of any obligation required hereunder by Force Majeure, the time for performance of such obligation shall be extended for the period of the delay, provided that Force Majeure shall not excuse prompt and timely payments when due under this Lease except: (i) the Commencement Date shall be extended on a day-for-day basis for each date Tenant is delayed in completing Tenant's Work by reason of Force Majeure; or, (ii) such payment is excused pursuant to other provisions of this Lease. However, no delay shall be excused by this Section unless the delayed party diligently pursues completion of the activity which was delayed.

(b) "**Force Majeure**" means a material delay beyond the reasonable control of the delayed party caused by labor strikes, lock-outs, industry-wide inability to procure materials, extraordinary restrictive governmental laws or regulations (such as gas rationing), mass riots, war, military power, sabotage, material fire or other material casualty, Severe Weather, or an extraordinary and material act of God (such as a tornado or earthquake), but excludes inadequacy of insurance proceeds, litigation or other disputes, financial inability, lack of suitable financing,

delays of the delayed party's contractor and failure to obtain approvals or permits unless such failure is caused by an event of Force Majeure. "**Severe Weather**" means weather that a reasonable person would find unusual and unanticipated at the time of the scheduling of the activity based on recent weather patterns for the period in question in the vicinity of the Premises, provided that the delayed party delivers to the other party, upon request, reasonable documentation from an unbiased weather authority substantiating such claim.

30.11 Exhibits. All exhibits to this Lease are incorporated herein by this reference.

30.12 Governing Law; Jurisdiction; Waiver of Jury Trial. This Lease and the rights and obligations of the Tenant and Landlord hereunder shall be construed in accordance with the internal substantive laws of the State of Illinois without regard to choice of law principles. Tenant and Landlord each consent to and hereby submit to the exclusive jurisdiction of any state or federal court located in the State of Illinois for the purpose of any legal or equitable relief arising out of or relating to this Lease. The exclusive venue for any legal or equitable relief arising out of this Lease shall be the state or federal courts located in county where the Premises is located, and Tenant and Landlord each irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. TENANT AND LANDLORD EACH HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

30.13 Waiver of Lien. Landlord waives such liens, if any, to which it may have a right with respect to the merchandise, furniture, trade fixtures and other personal property of Tenant located on or about the Premises and shall from time to time execute such documents as Tenant may reasonably request to acknowledge such waiver.

30.14 Time of the Essence; Calculation of Dates and Time Periods. Time is of the essence of this Lease in all respects. Any time period providing for the performance of the parties' obligations herein which would otherwise end on a Saturday, Sunday or national holiday shall be extended to the next succeeding business day.

30.15 Counterparts. This Lease may be executed by each of the parties in separate counterparts with the same effect as if all parties executed the same counterpart. Each such counterpart shall be deemed an original and all of such counterparts together shall constitute one instrument.

30.16 Consequential and Punitive Damages. Notwithstanding any provision of this Lease to the contrary, Landlord and Tenant waive any and all consequential and/or punitive damages it may have against the other arising from a breach of this Lease.

30.17 No Presumption Against Drafter. This Lease is an agreement between parties who are experienced in sophisticated and complex matters similar to the transaction contemplated under this Lease, is entered into by both parties in reliance upon the economic and legal bargains contained herein and therein, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument, the relative bargaining powers of the parties or the domicile of any party. Landlord and Tenant were each given opportunity to consult with independent legal counsel of such party's choice competent in advising them of their obligations and liabilities hereunder.

30.18 No Offer. The submission of a draft of this Lease or a summary of some or all of its provisions does not constitute an offer to lease the Premises. Neither Landlord nor Tenant shall be legally obligated with respect to a lease of the Premises unless and until this Lease has been executed by both Landlord and Tenant and fully executed copies have been delivered to each party.

31. **ENCUMBRANCE OF FEE AND LEASEHOLD INTEREST**

31.1 Construction and Permanent Financing. Tenant, its successor or assigns shall have the right during the Term of this Lease to sell, assign, sublease, mortgage or otherwise transfer or encumber its leasehold estate in the Premises (the "**Leasehold Estate**"), together with all improvements constructed thereon, pursuant to a mortgage, deed of trust, sublease, indenture, commercial facilities agreement or such other related and customary instruments necessary or desirable to facilitate any lawful financing of Tenant's Improvements or any future buildings or other improvements (which instruments are referred to collectively in this Lease as the "**Financing Documents**"), including, but not limited to, financing the cost of construction of such improvements, permanent financing sufficient in amount to replace or refinance such construction financing and financing to replace or refinance such permanent financing, regardless of amount. The institutions or entities providing such construction and/or permanent financing of Tenant's Work and holding any Financing Documents are collectively referred to in this Lease as "**Lender**." Landlord acknowledges that Tenant may grant any such Lender the right at any time during the term of this Lease (a) to enter upon the Premises and to do any act or thing required of Tenant hereunder, and all such acts or things so done and performed shall be as effective to prevent a forfeiture of Tenant's rights hereunder as if done by the Tenant; and (b) to realize on the security afforded by the Leasehold Estate by exercising foreclosure proceedings or other remedies afforded at law or in equity or by the Financing Documents (hereinafter collectively referred to as the "**Foreclosure Remedies**") and to transfer, convey or assign the title of Tenant to the Leasehold Estate created hereby to any purchaser pursuant to any Foreclosure Remedies, and to acquire and succeed to the interest of Tenant hereunder by virtue of any Foreclosure Remedies. Notwithstanding anything to the contrary provided for in this Lease, if Tenant fails to cure any default within the time prescribed by this Lease, further notice to that effect shall be given by Landlord to Lender, and Lender shall be allowed such additional time as may be required, within which to cure the default, as set forth in Section 31.2(b) or, at the Lender's option, to institute foreclosure proceedings upon the Leasehold Estate created by this Lease, together with all improvements constructed thereon, as set forth in Section 31.2(c). So long as Lender shall be engaged either in curing the default within the time period herein provided or in proceeding with the Foreclosure Remedies, no default hereunder shall operate or permit Landlord to terminate this Lease, and upon completion of such Foreclosure Remedies, Landlord will recognize the purchaser at foreclosure (or, the purchaser at a sale in lieu of foreclosure) as the Tenant hereunder, subject to all of the terms and conditions herein contained. No such Lender shall be liable to Landlord as an assignee of this Lease unless and until such time as such Lender shall acquire the rights of Tenant hereunder through foreclosure or other appropriate proceedings provided for in the Financing Documents, or as a result of any other action or remedy provided for by such Financing Documents, or which may otherwise be provided by law. Tenant agrees to reimburse to Landlord the reasonable cost incurred by Landlord for legal fees for review of any such Financing Documents up to a maximum amount of \$5,000.00.

31.2 Rights of Lender.

(a) Landlord will accept performance by Lender of any or all of the agreements and obligations on Tenant's part to be performed under this Lease with the same force and effect as

if performed by Tenant. Notwithstanding any provision to the contrary in Section 21, the right of Landlord upon a default under this Lease may not be exercised until Landlord provides written notice of the default to Lender, and any opportunity to cure same in accordance with subsection (b) below, or alternatively to institute foreclosure proceedings in accordance with subsection (c) below.

(b) It is agreed that Lender shall have the right to cure any default under this Lease within 60 days after receipt of notice from Landlord with respect to any default that can be cured by the payment of money, or within 60 days after receipt of notice from Landlord with respect to any other covenant or condition or term of this Lease after written notice thereof is provided; and, if the default is of such nature that it cannot be reasonably remedied within said time, then Lender shall have such additional time as is reasonably necessary to cure such default, provided that it commences the curing of same within said 60-day period and thereafter diligently pursues same to completion. So long as all other defaults have been or are being cured within the time limits prescribed herein, any default which is not by its nature susceptible of being cured shall be deemed waived by Landlord.

(c) Lender shall have the right to realize on the security afforded by the Financing Documents by exercising the Foreclosure Remedies, including the right to transfer, convey or assign any interest thereby secured to any purchaser at (or, to a purchaser at a sale in lieu of foreclosure) any such foreclosure, and to acquire and succeed to the interest of Tenant hereunder by virtue of such Foreclosure Remedies.

31.3 New Lease with Lender. In the event that any Lender or other person acquires the Leasehold Estate hereby granted pursuant to Foreclosure Remedies or assignment in lieu of foreclosure, or in the event of the rejection or other avoidance of the Lease by Tenant pursuant to the Federal Bankruptcy Code or other similar law or other dissolution of Tenant, and such Lender or other persons so request by written notice to Landlord within 60 days after such event, Landlord shall enter into a new Lease of the Premises with such Lender or its designee within 60 days after receipt of such request, which new Lease shall be effective as of the date of such acquisition for the remainder of the Term of this Lease, at the same rent and upon the same terms, covenants, conditions and agreements as are herein contained including ownership by such Lender or other person of the Building. Notwithstanding any provision in this Section to the contrary, Landlord shall have no obligation under this Section unless, contemporaneously with the execution of the new Lease and quitclaim assignment, or at such earlier time as required by the time restrictions imposed upon Lender to cure monetary defaults of the Tenant in Section 31.2, such Lender or other person shall pay to Landlord all Rent and other sums which are then owing and yet unpaid under this Lease. In no event shall Lender or any such purchaser be required to cure any default by Tenant hereunder which, by its nature, is not susceptible of cure.

31.4 Lender as Assignee. No Lender shall be liable to Landlord as an assignee of this Lease unless and until such time as such Lender shall acquire the rights of Tenant hereunder through exercise of the Foreclosure Remedies or other appropriate proceedings in the nature thereof, or in lieu thereof, or as a result of any other action or remedy provided for by the Financing Documents or which may otherwise be provided by law. If Lender subsequently assigns this Lease, Lender shall not be liable for the obligations of the Tenant accruing after the date of such assignment.

31.5 Compliance with Financing Documents. Tenant (a) shall not do or permit to be done anything which could constitute a breach or default under any of the Financing Documents;

and (b) shall at all times and in all respects fully, timely and faithfully comply with and observe each and all of the conditions, covenants, agreements and provisions on the part of the mortgagor or obligor under the Financing Documents, including all conditions, covenants, agreements and provisions thereof which relate to the care, maintenance, operation, repair, insurance, restoration and preservation of the Premises, notwithstanding that such conditions, covenants, agreements and provisions may require compliance and observance to a standard or degree in excess of that required by the provisions of this Lease, or within a shorter time limit required by the provisions of this Lease, or may require performance not required by the provisions of this Lease.

31.6 Amendment upon Request of Lender. In the event that any Lender requests a reasonable amendment or modification of the provisions of this Lease in conjunction with the construction financing, permanent financing or refinancing of the Premises, then Landlord and Tenant shall proceed expeditiously to effectuate such amendment or modification unless either party determines in good faith that such amendment or modification would be materially detrimental to such party's position under this Lease.

[Signatures on following pages]



LM-38
Liquor Manager
Application
Status: Active
Submitted On: 12/4/2023

Primary Location
No location

Applicant
Eric Bock
[Redacted]
@ eric.bock@aldi.us
200 E. Devon Ave.
Bartlett, IL 60103

Statement of Liquor Manager

Name of Business*

Aldi Stores, Inc.

Business Address:*

200 E. Devon Ave.

Business Telephone Number*

331-224-0170

Liquor Manager Name*

Eric Bock

Home Address*

[Redacted]

Previous address

Home Telephone Number*

[Redacted]

Date of birth*

[Redacted]

Place of birth*

Dekalb, IL

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?*

No

If you have not been fingerprinted by the Bartlett PD, then you cannot submit your application. Please call 630-837-0846 to schedule printing.

Have you ever been convicted of a felony under any Federal or State law in the last 10 years?*

No

Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality?*

No

Have you ever been convicted of a violation of any Federal, State or Local Liquor law?*

No

Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in the questions above?*

No

Has any license previously issued to you by Federal, State or Local authorities been revoked?*

No

In what capacity are you employed by the applicant?*

Store Manager

Give name of person who appointed you in your present capacity*

Foster Heise

Date of appointment

12/04/2023

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

Aldi Stores, Inc.; 1200 N. Kirk Rd. Batavia, IL 60510, Foster Heise, District Manager

List all prior experience and education that you have in managing the sale of alcoholic liquor and/or in conducting any business which is similar in nature to the business which you will be engaged in pursuant to the application*

Basset Certification License #5A-0110606

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

50

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.*

Eric Brandon Bock
Dec 4, 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.*

Eric Brandon Bock
Dec 4, 2023



Est. 1892

DEPARTMENT OF POLICE

The Village of
Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

POLICE DEPARTMENT MEMORANDUM
23-58

DATE: December 7, 2023
TO: Paula Schumacher, Village Administrator
FROM: Geoffrey Pretkelis, Chief of Police *GPg*
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following
Liquor License Applicant:

Eric Brandon Bock

Business: Aldi Stores, Inc. (store manager)

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

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

GP/kt

cc: Diane Czerwinski
File



450th Nationally
Accredited

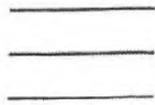
BASSET Card



September 8, 2023



Letter ID: L0023360712



ERIC BOCK
1200 N KIRK RD
BATAVIA IL 60510

License No.: 5A-0110606
Expiration Date: 8/31/2026
License Type: Basset Card

Your "Student ID number" is: 3000022788

Your "Trainer's ID number" is: 5A-0110606

Your BASSET Card is located BELOW

DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.

IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at LCC.illinois.gov (click on the RESOURCES tab to access the "BASSET Card Lookup" page).

ILLINOIS LIQUOR CONTROL COMMISSION
50 W. Washington Street, Suite 209 - Chicago, IL 60601
BEVERAGE ALCOHOL SELLERS AND SERVERS
EDUCATION AND TRAINING [BASSET] CARD

Date of Certification: ~~8/31/2023~~ Expires: 8/31/2026
Trainer's IL Liquor License Number: 5A-0110606

ERIC BOCK
1200 N KIRK RD
BATAVIA IL 60510

****Card is not transferrable****

The seal of the Illinois Liquor Control Commission, featuring a central emblem with a scale of justice and a sword, surrounded by the text "ILLINOIS LIQUOR CONTROL COMMISSION" and "EST. 1935".