

VILLAGE OF BARTLETT
VILLAGE HALL, 228 S. MAIN STREET
BOARD MEETING AGENDA
December 16, 2025
7:00 P.M.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **POLICE OFFICER APPOINTMENTS**

6. **TOWN HALL: (Note: Three (3) minute time limit per person)**

7. ***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.*

*8. **MINUTES:** Committee – November 18, Board – December 2, 2025

*9. **BILL LIST:** December 16, 2025

10. **TREASURER'S REPORT:** October 2025

Sales Tax Report, October 2025

Motor Fuel Tax Report, October 2025

11. **PRESIDENT'S REPORT:** None

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

13. **STANDING COMMITTEE REPORTS:**

A. BUILDING AND ZONING COMMITTEE, CHAIRMAN HOPKINS

1. None

B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. JC's Mexican Restaurant BEDA Request

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

1. None

D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN BATTERMANN

*1. 2026 Annual Meeting Notice

2. Ordinance amending Title 3, Chapter 3 of the Bartlett Municipal Code Regarding the Number of Class A Liquor Licenses

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

*1. Ordinance Amending the Municipal Code of Bartlett Regarding Overweight Vehicle Permits

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

1. Resolution Approving the Third Amendment to WRT Radium Removal System Agreement Between the Village of Bartlett and Water Remediation Technology, LLC

2. Resolution Waiving Advertising for Bids and Approving the WRT Equipment Removal and Well Buildings Demolition Agreement with Fowler Enterprises, LLC

3. Ordinance Amending the Bartlett Municipal Code Regarding Water and Sewer Rates and Charges

4. Resolution Approving the First Amendment to the Village of Bartlett Semi-Annual Brush Collection Service Agreement

14. **NEW BUSINESS**

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

16. **ADJOURNMENT**



VILLAGE OF BARTLETT COMMITTEE MINUTES November 18, 2025

1. CALL TO ORDER

President Gunsteen called the Committee of the Whole meeting of November 18, 2025, of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:53p.m.

2. ROLL CALL

PRESENT: Chairmen Battermann, Deyne, Gandsey, Hopkins, LaPorte, Suwanski (remote), and President Gunsteen

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Finance Director Matt Coulter, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Civil Engineer Nick Talarico, Planning & Development Director Kristy Stone, Food and Beverage Manager Paul Petersen, Deputy Chief Will Naydenoff, Deputy Chief Rob Sweeney, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giless.

3. TOWN HALL

David Bhesania – 233 S. Main Street

Mr. Bhesania stated that he is the owner of Town Liquor and has been a part of the community for 15 years. He stated that he was here today regarding Bartlett Mart applying for a liquor license. He stated that revenue and sales are down by 30%. He stated he's reduced his employee count as well due to the drop in sales. Mr. Bhesania stated that we do not need additional stores with liquor licenses, and that adding additional liquor licenses will make it that much harder to get revenue. He stated that ultimately, it's up to the board to make this decision but he wanted to voice his concerns.

Dan Patel -217 S. Main Street

Mr. Patel stated that he is the new owner of Bartlett Town Center and that Mr. Behsania is one of his tenants. He stated he was here today to support his tenant since the Bartlett Mart is a block away from him. He went on to say that two liquor stores that close together will affect Mr. Behsania's business and which in turn will affect his ability to pay rent, which is why he wanted to voice his concerns.

4. STANDING COMMITTEE REPORTS

A. BUILDING AND ZONING COMMITTEE, CHAIRMAN HOPKINS

1. #2025-08 Bartlett Mart

Trustee Hopkins stated that the petitioner is requesting a special use permit to allow package liquor sales at 331 S. Main Street unit A. The Bartlett Mart convenience store opened earlier this year and is now requesting to sell beer, wine, and liquor. He stated that the Planning and Zoning Commission reviewed the petitioner's request at their November 6, 2025, meeting. During the public hearing, the owner of Town



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Liquors & Food and the owner of Bartlett Town Center opposed the request for package liquor sales due to the proximity of existing businesses with package liquor sales. The P& Z Commission's motion to approve the special use permit failed to pass with a 4-1 vote. A concurring vote of 5 members is required to pass a positive recommendation.

Trustee Gandsey wanted to state that there were three people missing that night at the Planning and Zoning public hearing. She stated that she disagrees with the findings when one person makes that decision. She went on to say that we treat business the same and competition is not a reason to deny a liquor license. Trustee Gandsey stated that two years ago June 1, 2023, we had a few people come out to speak regarding competition and the commission stated that's not what we're here to decide as we don't take competition into our vote. She stated this is why she believes we need to treat all of our businesses the same in this free market and making an example of one small business is not the right way to go.

Trustee Hopkins asked if we've ever turned down a liquor license for a request such as this. Ms. Stone stated that we have had motions to fail to pass before the Planning and Zoning board for a special use permit, not for a liquor license. Trustee Gandsey wanted to clarify that four trustees would need to vote yes for this to pass. Ms. Stone confirmed that was correct. Trustee Gandsey asked if someone could have said let's hold off on this until there were more people present to vote since one vote would've made the difference. Ms. Stone stated that the petitioner can always request not to have the vote. Trustee Suwanski asked if the petitioner was aware that they could make that request not have a vote. Mr. Hoerman, the attorney for the petitioner, stepped up and stated that they were not aware that they could make that request. He stated that additionally when they arrived, they did not know there would only be five members present until the meeting actually started. He went on to say that they were also unaware of how many votes could potentially be cast at the meeting. Mr. Sajikan Patel, the owner of Bartlett Mart, stepped forward to state that the primary focus has been on liquor. He stated that he wants his store to be a mini mart that represents a neighborhood family store. Mr. Patel stated that the primary focus of these conversations has been on the liquor license when in fact he wants a fully functioning convenient store that offers everything.

Trustee Suwanski stated that on Route 59 we have a liquor store north of Stearns, one south of Stearns, a Walmart, and then a BP. She stated she doesn't understand why suddenly; we're trying to determine whether people should be able to succeed or fail in a market. Ms. Stone wanted to clarify that the petitioner was not told he could not open a liquor store or convenience store when he first submitted plans. She stated that she reviewed the plans on March 29, 2024, and asked the petitioner to indicate what items will be located on the shelving so that staff could determine if this was a convenience store or packaged liquor store. Trustee Gandsey asked how long ago we added liquor license to CVS since that passed. Trustee Hopkins asked if anyone had concerns about sending this to the village board for a vote, a few stated they did not. Trustee Deyne stated he would bring up any concerns at time of the vote. Trustee Hopkins stated that he could bring it up now since that the petitioner could deal with those concerns prior to that. Trustee Battermann asked why this was brought to the committee versus going right to the board. Ms. Stone stated that we typically bring projects back to the committee following a Planning and Zoning recommendation just so that their recommendations can be discussed. Trustee Deyne asked if this was going to continue to be a convenience store. The Petitioner stated that it currently is one and that he has no plans to change that with the liquor license. Trustee Hopkins asked how many



VILLAGE OF BARTLETT COMMITTEE MINUTES November 18, 2025

square feet the unit is, the petitioner stated 2100 square feet. Trustee Hopkins stated that if there were no other questions, this item would be moved on to the Village board for a vote.

2. #2025-12 200 Primrose Lane

Trustee Hopkins stated the petitioner is requesting a variation to allow an increase in the maximum impervious surface coverage from 35% to 40% to allow the patio to remain that was constructed without a building permit. A pool and patio permit was issued on March 23, 2022, which we met the impervious requirement of 35%. In conjunction with the patio permit, a sperate permit was issued to replace the driveway and front walkway with permeable pavers. Final inspections for the patio, pool, and driveway were completed, and the permits were closed April 5, 2023. In August staff received a code violation complaint for a patio installed without a permit at this site. Upon inspection, the code officer found that the patio had been enlarged without a permit. The homeowner was notified of the violation and applied for a variance request in order to keep the unpermitted patio that exceeds the maximum impervious surface percentage. If approved, the homeowner must apply for the patio permit, pay double permit fees and pass the final inspection. The Planning and Zoning Commission conducted the public hearing at their November 6, 2025, meeting and recommended approval of the petitioner's request.

Trustee Hopkins asked if anyone had any questions or concerns. With no further questions, he stated that this item would be forwarded on the village board for a final vote at the next board meeting.

B. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

1. 2025 Water and Sewer Rate Presentation

Trustee Deyne stated that Stantec, the Village's consultant conducting the Water & Sewer Rate Study, is here to present their findings and recommendations for the water and sewer rates for the Village. The goal of the study is to ensure that the Village properly maintains their critical infrastructure at a service level that is acceptable to the Board, and that the rates paid are equitable for those that rely on these different systems presently and for future sustainability.

The rates discussed at this meeting will be utilized to fund the upcoming Capital Improvement Plan (CIP) and future operating budgets.

RECOMMENDATIONS

Based off the information provided by Stantec, Staff recommends adopting the proposed recommendations from Stantec. These include:

- The proposed rate adjustments for Water and Sewer for each fiscal year went up through FY 2030/2031, which would allow the Village to fund the CIP at the recommended levels. The rates will continue to be reviewed annually and adjusted accordingly if necessary.
- Scale the base charge based off meter size, and eliminate the "minimum bill"
- Modify the residential rate structure to a tiered structure to promote water conservation
- Maintain a uniform volumetric rate for non-residential users



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- Utilize the cost of service for treatment and collection to follow for each county's proposed sewer rate.

Mr. Dinges introduced Dave Hyder and Cole Sullivan with Stantec. He stated that they would be doing a presentation on the water and sewer rate study. Mr. Hyder stated he would start by going over an Overview of the Rate Study Process, the Financial Plan, the Cost-of-Service Results, Rate Structure Analysis, Benchmarking and Recommendations. He started with the Rate Study Process going over three major points, the Financial Plan, Cost of Service, and Rate Design. Mr. Hyder went over Financial Plan Assumptions and Cost Drivers, including water Cost Drivers and Sewer Cost Drivers. He then moved on to the Water Capital Improvement Plan looking out over a five-year period. Mr. Hyder talked about Recommended CIP funding which includes the Water Main replacement, Meter Replacement Program and Audits, and a 1.5 million Gallon Elevated Water Storage Tank.

Trustee Hopkins asked about the Debt Service regarding Water Sewer Cost Drivers and asked if that was for Cook or DuPage County. It was confirmed that number represented both. Trustee Hopkins stated that for transparency and ease of information, he thinks it should be separated so that the breakdown is clear. Mr. Hyder advised that it is broken down later in the presentation. He then moved on to the water Fund Results. After going over the different graphs detailing Operating Fund, Revenues vs. Expenses Expenses by Type, CIP Spending, CIP Funding, and Borrowing, Mr. Hyder stated that they are recommending that the Village moves towards that 1% replacement of water mains. He stated that in order to fund this plan, we would need to do an 8% increase in water rates from 2027-2031. He referenced a graph detailing that it would allow us to meet our minimum cash balance and again our cash out versus our cash in would be aligned.

Mr. Hyder moved on to the Sewer Capital Improvement Plan stating that the recommended CIP funding includes Sanitary sewer rehab (1 million/year), Lift Station Generator Rehab, and Maintenance and rehab across treatment and collection assets. President Gunsteen asked if the Sewer and water lines have the same lifespan. Mr. Dinges stated that the lifespan is pretty similar for both. Mr. Hyder stated that the recommended adjustments for sewer would be 5% increases in sewer rates over the next five years, which would allow to maintain those minimum cash balances as well as the debt service coverage. Mr. Hyder went over the Financial Plan Summary stating that the recommended adjustments are a water revenue increase of 8% annually from FY 27-FY 31, and a sewer revenue increase of 5% annually from FY 27-FY 31. He went on to say that customer bill impacts will vary based on rate structure recommendations and that the financial plan should be evaluated annually based on capital spending, growth, and other factors.

Mr. Cole Sullivan went over the next set of slides to discuss cost of service and rate design. Mr. Sullivan stated that for water, the cost-of-service analysis completed, was based on class of water customers: Residential, Commercial, and Industrial. For sewer, the cost-of-service analysis completed was based on location and associated service provided within service area: DuPage, Cook, and Kane County. He went on to say that Bartlett provides different levels of sewer service depending on which county a customer is located. He stated that each customer in a county pays a certain combination of these charges depending on service provided in that county. Mr. Sullivan went over Rate Design Pricing goals and objectives which included Customer Affordability, Rate and Revenue Stability, Cost of Service Based, Administrative and Customer Understanding, and Legal Defensibility.



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Mr. Sullivan went over the observations based on current water rates, which were the minimum bill is the same for all customers regardless of potential use of system, currently there is no cost recovery based on potential use of the system, and uniform usage rates are common. Trustee Gandsey asked if these observations are what they make for most of their clients. Mr. Sullivan stated that it is generally a consistent industry practice that you try to scale charges according to each capacity user, for example large users have a fixed charge that is higher than a smaller user.

Mr. Sullivan went over Water Rate Structure Alternatives which included transitioning from a minimum bill to a base charge. He also went over two alternatives for residential water usage rates; alternative 1 was a uniform usage rate while alternative 2 was a tiered rate structure for single family residential customers. The last alternative was Industrial/Non-residential water usage rates. It was suggested to maintain uniform usage rates and align with cost of service. Mr. Sullivan went over a graph detailing residential usage rates. Trustee Hopkins asked if we have breakdowns of how many residents use in excess of 3,000 gallons. Mr. Sullivan stated that he could provide that information to the board. Trustee Hopkins also asked if the base charge is the same if a resident has a one-inch water main. Mr. Sullivan stated that was correct. President Gunsteen wanted to confirm that based on the breakdown on the chart, a resident with a one-inch water main would pay \$25 plus the usage. Mr. Sullivan confirmed that was correct. Trustee Gandsey asked why there wasn't a tier for the Non-Residential/Industrial group especially if their usage gets really high. Mr. Sullivan stated that generally you don't see that in industrial billing as it's difficult to come up with tiers since they have broad categories of customers. President Gunsteen asked why the water rate for commercial and industrial can't be different than the residential rate. Mr. Sullivan stated that it could be, but it would have to be based on the cost of service. He stated that under this structure it's different as we're saying based upon the demands that they're placing on the system, they should be paying \$11.40, whereas based on the demands that residential place pays under this tiered structure, they're essentially paying a different rate.

Mr. Sullivan went over the Current Sewer rate observations, stating that the base charge is the same for all customers regardless of potential use of system, 50% of total revenues is collected in the base charge, and the Base charge is relatively high for residential user. Mr. Sullivan went over Cook, DuPage and Kane counties base charge rates along with their usage Rate per (kGal). He then went over Sewer Rate Structure Alternatives stating that with sewer base charge, we need to target 40% of revenue collected from base charge to improve affordability from current charges. Alternative 1 was suggested to have a single base charge for each county, Alternative 2 was suggested to scale base charges by meter size consistent with industry standards. In reference to Treatment, Collection, and Capital Charge Usage Rates, Mr. Sullivan stated that those are charged to the counties based on service. He went over Alternative 1, where it's proposed to recover 40% of revenue from base charge where counties would pay combinations of treatment and collection rates. Mr. Sullivan went over those rates for each county. He then discussed Alternative 2, where it's proposed to recover 40% of revenue from base charge scaled by meter size where counties would pay combinations of treatment and collection rates. Mr. Sullivan went over a graph detailing that breakdown per county.

Mr. Hyder then went over Combined Bill Impacts based on residential users. The graph detailed the current rates and proposed rates for each county. He then went over the Combined bill impacts for Non-Residential users as well emphasizing that impacts will vary based on monthly usage and meter size. He



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then moved on to Benchmarking which detailed water and sanitary sewer bill comparisons against some other villages and communities in the area. In conclusion, Mr. Hyder stated that they are recommending that the Village adopts a five-year rate plan to fund elevated CIP and reserves. That recommendation is an 8% increase in water rates over the next five years and a 5% increase in sewer rates. He stated that they also recommend adjusting water and sewer rate structures to align with Cost of Service. That includes scaling base charge by meter size for both water and sewer, modifying residential rate structure to inclining block rate to enhance conservation incentive for water, maintaining uniform volumetric rate for non-residential and industrial users for water, and Implementing cost of service informed treatment, collection, and capital volume rates for sewer. Mr. Hyder asked if there were any questions that they could help answer.

Trustee LaPorte asked where that leaves us financially if we adopt this. Mr. Hyder stated that we would maintain strong cash balances and we would meet our debt service cover. President Gunsteen asked how many communities they've done this type of study for in the past two years. Mr. Hyder stated approximately 20 in Illinois. President Gunsteen asked if it's standard practice that non-residential water and sewer rates differ from residential rates. Mr. Hyder stated that most communities maintain the same rates for residential or non-residential particularly in this region. President Gunsteen asked if the industrial businesses that we have, have more wear and tear on our sewer system than the residential. Mr. Dinges stated that they do require larger mains, so the cost is higher, which is why they have a higher meter base charge. President Gunsteen asked who our number one water user in town is within our industrial building. Mr. Dinges stated it's one of the industrial buildings in Brewster Creek. Trustee Hopkins asked if one of our industrial users have a lot of wear and tear on our treatment facility. Mr. Dinges stated that we have a food industry in the industrial park that has pretreatment requirements that have caused odor issues. They've had to do some additional treatments like the life stations to try to control that. He stated that they've received fines which have helped pay for those.

President Gunsteen asked about implementation for billing purposes. Mr. Coulter stated that he's contacted Munis, which is our ERP system that we do water billing through. He stated that Munis stated the rate structure described is do-able. He went on to say that he's got a conference call scheduled with the IT team to discuss it further. Trustee LaPorte asked how often we need to review this. Mr. Hyder stated that they recommend Mr. Coulter on an annual basis make sure we perform according to the plan. He stated that most communities won't do this level of engagement every year, they usually wait maybe five years and then look at the cost of service once again. Trustee LaPorte asked how out of date we are with our current billing. Mr. Hyder stated that we are definitely more industry standard compared to some others. He went on to say that it's a bit outdated but certainly not 50 years behind the curve. Trustee Gandsey asked how close we are to having new meters. Mr. Dinges stated they're testing it out currently and are hoping to get to the point where residents could start to sign up. He stated that the full meter change out should be completed by next summer. President Gunsteen thanked the consultants, along with staff for putting this detailed presentation together for the board.

B. ADJOURNMENT

President Gunsteen moved to adjourn the Committee of the Whole Meeting. Trustee Deyne moved to approve; the motion was seconded by Trustee Hopkins.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
November 18, 2025**

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The Committee of the Whole meeting was adjourned at 9:00 p.m.

Jackie Cardoza
Executive Assistant



**VILLAGE OF BARTLETT
BOARD MINUTES
DECEMBER 2, 2025**

1. CALL TO ORDER

President Gunsteen, called the regular meeting of December 2, 2025, 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 Battermann, Deyne, Gandsey, Hopkins, LaPorte, Suwanski, and President Gunsteen

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Assistant to the Village Administrator Samuel Hughes, Finance Director Matt Coulter, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Civil Engineer Nick Talarico, Planning & Development Director Kristy Stone, IT Director, John Peebles, Grounds Superintendent Matt Giermak, Police Chief Ryan Conway, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giless.

3. PLEDGE OF ALLEGIANCE

4. TOWN HALL - None

5. CONSENT AGENDA

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

Trustee Hopkins asked to add item A. 2 to the Consent Agenda - Ordinance Approving a Special Use Permit for Package Liquor Sales at the Bartlett Mart.

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

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



**VILLAGE OF BARTLETT
BOARD MINUTES
DECEMBER 2, 2025**

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

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

NAYS: None

ABSENT: None

MOTION CARRIED

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

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

AYES: Trustees Battermann, Deyne, Gandsey, 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

President Gunsteen recognized and thanked three outgoing commissioners from the former Economic Development Commission. Former Commissioners Robert Perri, Adam Lewenky, and Nanette Gudenkauf were all recognized and presented with an award for their years of service on the Commission.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

President Gunsteen wanted to wish Trustee Deyne a Happy Birthday for his upcoming birthday in December.

Trustee Deyne wanted to recognize staff on their birthdays and anniversaries.

Trustee Deyne stated that he's received a lot of calls regarding how beautiful downtown Bartlett looks. He also thanked Public Works for the phenomenal job they did during the snow storm.

Trustee Suwanski wanted to thank the Police Department regarding their work with the recent truck enforcement. She asked Public Works Director Dan Dinges for an update regarding the November 10th meeting with Country Creek. Mr. Dinges stated that it was a good turn out where



**VILLAGE OF BARTLETT
BOARD MINUTES
DECEMBER 2, 2025**

each resident was presented with the latest design concepts of theirs that were really focused on the next steps of the easements that were discussed. He stated that packets were sent out to the residents who were not present to give them an idea of what they would like and what type of easement we would need. He went on to say that now they're in the process of starting to acquire those easements so that they can proceed.

President Gunsteen wanted to second what Trustee Deyne stated earlier, he's received a lot of positive feedback both on the village lighting in downtown Bartlett as well as the snow plowing following a significant snowstorm. He thanked staff for their hard work and efforts.

11. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2025-114, An Ordinance Granting an Impervious Surface Coverage Variation for 200 Primrose Lane, and Ordinance 2025-115, An Ordinance Approving a Special Use Permit for Package Liquor Sales at the Bartlett Mart were both 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 Ordinance 2025-116, 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, 2025, and Ending April 30, 2026. He stated that attached in the packet is the 2025 property tax levy ordinance. The total levy is \$13,354,429, a 2.17% increase from the 2024 property tax extension. A Truth in Taxation Public Hearing for the 2025 levy was held on November 4, 2025. Trustee LaPorte moved to approve Ordinance 2025-116, 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, 2025, and Ending April 30, 2026. That motion was seconded by Trustee Deyne.

President Gunsteen stated that a majority of this levy is to cover the police pension.

ROLL CALL VOTE TO APPROVE ORDINANCE 2025-116, 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, 2025, AND ENDING APRIL 30, 2026



**VILLAGE OF BARTLETT
BOARD MINUTES
DECEMBER 2, 2025**

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

Trustee LaPorte presented Ordinance 2025-117, An Ordinance Abating a Portion of Taxes heretofore Levied for the year 2025 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. Trustee LaPorte stated that the final process for the 2025 tax levy is to calculate tax levy abatements for 2017, 2019, and 2021A General Obligation Bonds. Abatements proposed equal \$1,722,168. Trustee LaPorte moved to approve Ordinance 2025-117, An Ordinance Abating a Portion of Taxes heretofore Levied for the year 2025 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. That motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE ROLL CALL VOTE TO APPROVE ORDINANCE 2025-117, AN ORDINANCE ABATING A PORTION OF TAXES HERETOFORE LEVIED FOR THE YEAR 2025 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

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

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN BATTERMANN

Trustee Battermann stated that Resolution 2025-118-R, A Resolution Authorizing an Amendment of the Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission.

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 2025-119-R, A Resolution Approving the Intergovernmental Agreement Between the Village of Bartlett and the State Of Illinois Department of Transportation was covered and approved under the Consent Agenda.



**VILLAGE OF BARTLETT
BOARD MINUTES
DECEMBER 2, 2025**

13. NEW BUSINESS

Trustee LaPorte stated that he was approached about the area across the library where the rock is. He stated there were stripes painted, one's a straight lane and one's a turn lane. He went on to say that if you're going straight you have to go up a little bit, he asked if someone could take a look at it to avoid an impending accident.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES – None

15. ADJOURNMENT

President Gunsteen stated the meeting will adjourn. There being no further business to discuss, Trustee Deyne moved to adjourn the meeting, that motion was seconded by Trustee LaPorte.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:15 p.m.

Jackie Cardoza
Executive Assistant

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 12/16/2025**

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/DEC 2025	952.00
** 1 IPBC	MONTHLY INSURANCE - DECEMBER 2025	313,657.57
	INVOICES TOTAL:	314,609.57
		314,609.57

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	125.21
	INVOICES TOTAL:	125.21

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	E-NEWSLETTER FEE	113.05
	INVOICES TOTAL:	113.05

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PHONE CASE	16.99
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	90.74
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	66.62
	INVOICES TOTAL:	174.35

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CONFERENCE LODGING/WEBINAR REG FEE	1,599.44
	INVOICES TOTAL:	1,599.44

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS MUNICIPAL LEAGUE	ANNUAL MEMBERSHIP DUES	2,500.00
	INVOICES TOTAL:	2,500.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A5 GROUP INC	VILLAGE BRANDING	3,150.00
1 A5 GROUP INC	VILLAGE BRANDING	3,018.75
1 AMAZON CAPITAL SERVICES INC	HOLIDAY TREE LIGHTING	139.99
1 AMAZON CAPITAL SERVICES INC	HOLIDAY TREE LIGHTING	126.33
** 1 ELAN FINANCIAL SERVICES	POINSETTIA'S/HOLIDAY TROLLEY RENTAL/FB AD B	877.00
** 1 ENCHANTED PRODUCTIONS LLC	M&B 2025 CHARACTER APPEARANCE	950.00

** Indicates pre-issue check.

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	1 GROUND PENETRATING RADAR SYSTEM	M&B LOCATING SERVICES TENT	1,013.00
**	1 STONEWOLF STUDIOS	M&B LASER LIGHT SHOW	7,000.00
**	1 SUNSHINE FARM II	M&B HORSE & CARRIAGE DEPOSIT	1,100.00
		<u>INVOICES TOTAL:</u>	<u>17,375.07</u>

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	MUSEUM EVENT SUPPLIES	866.95
	<u>INVOICES TOTAL:</u>	<u>866.95</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A&A CUSTOM WEAR	BOARD APPAREL	600.97
1 COMCAST	CABLE SERVICE	25.28
** 1 ELAN FINANCIAL SERVICES	JOB POSTING	35.00
	<u>INVOICES TOTAL:</u>	<u>661.25</u>

23,415.32

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	18,220.00
1 LAW OFFICES OF FRANCIS BONGIOVANN	PROFESSIONAL SERVICES	1,076.25
1 CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	431.25
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,900.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	910.00
	<u>INVOICES TOTAL:</u>	<u>22,537.50</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	GET FRESH WASTEWATER PRE-TREATMENT/ORDIN	903.95
	<u>INVOICES TOTAL:</u>	<u>903.95</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WISS JANNEY ELSTNER ASSOCIATES INC	PROFESSIONAL SERVICES	3,000.00
	<u>INVOICES TOTAL:</u>	<u>3,000.00</u>

26,441.45

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00

** Indicates pre-issue check.

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INVOICES TOTAL: 28.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	W-2 FORMS AND ENVELOPES	652.58
		<u>INVOICES TOTAL: 652.58</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	2026 IGFOA DUES	600.00
		<u>INVOICES TOTAL: 600.00</u>

1,280.58

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	PROJECT SOFTWARE	275.00
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	54.08
		<u>INVOICES TOTAL: 329.08</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FTD AUTO LLC	VEHICLE MAINTENANCE	94.38
		<u>INVOICES TOTAL: 94.38</u>

526006-INSPECTION SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOOD & ALCOHOL SERVICE TRAINING IN	FOOD SERVICE INSPECTIONS NOVEMBER 2025	990.00
		<u>INVOICES TOTAL: 990.00</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	15.91
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	6.67
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	260.69
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	50.09
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	49.99
		<u>INVOICES TOTAL: 383.35</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CLASS REGISTRATION FEE	120.00
** 1 KANE COUNTY PLANNERS	ANNUAL HOLIDAY FORUM	180.00
		<u>INVOICES TOTAL: 300.00</u>

** Indicates pre-issue check.

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546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	LUNCH MEETING	271.01
<u>INVOICES TOTAL:</u>		<u>271.01</u>
		2,367.82

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW TRADITION FUNERAL SERVICES	TRANSPORTATION SERVICES	400.00
1 T-MOBILE	TELEPHONE BILL	1,075.20
1 T-MOBILE	TELEPHONE BILL	1,794.32
1 VERIZON WIRELESS	WIRELESS SERVICES	72.02
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
<u>INVOICES TOTAL:</u>		<u>3,377.55</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	832.60
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	1,594.26
1 FTD AUTO LLC	VEHICLE MAINTENANCE	140.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	908.00
1 MR CARWASH	CAR WASHES/JULY-OCT 2025	295.00
1 MYD BARTLETT SG, LLC	NOVEMBER 2025 CAR WASHES	96.00
1 UNITED MOTORWORKS	VEHICLE MAINTENANCE	494.95
1 UNITED MOTORWORKS	VEHICLE MAINTENANCE	1,169.55
1 UNITED MOTORWORKS	VEHICLE MAINTENANCE	45.97
1 UNITED MOTORWORKS	VEHICLE MAINTENANCE	128.54
1 UNITED MOTORWORKS	VEHICLE MAINTENANCE	1,122.12
1 UNITED MOTORWORKS	VEHICLE MAINTENANCE	165.89
1 UNITED MOTORWORKS	VEHICLE MAINTENANCE	1,146.01
1 UNITED MOTORWORKS	VEHICLE MAINTENANCE	75.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	12.98
<u>INVOICES TOTAL:</u>		<u>8,481.87</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	55.46
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	144.99
1 AMAZON CAPITAL SERVICES INC	HOLIDAY DECOR FOR I/Y	50.86
1 AMAZON CAPITAL SERVICES INC	FLASH FOR CANON CAMERA	595.00
** 1 ELAN FINANCIAL SERVICES	M GROOMING/PARKING SIGNS/EVENT & TACTICAL	1,570.12
1 HEARTLAND ANIMAL HOSPITAL PC	MAVERICK VET VISIT	182.25

** Indicates pre-issue check.

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1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	115.71
1 P.F. PETTIBONE & CO	SERVICE BARS	100.80
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	24.48
<u>INVOICES TOTAL:</u>		<u>2,839.67</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL	346.57
1 STREICHER'S INC	UNIFORM APPAREL	110.00
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	260.12
<u>INVOICES TOTAL:</u>		<u>716.69</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	ONLINE SOFTWARE SUBSCRIPTION	280.26
<u>INVOICES TOTAL:</u>		<u>280.26</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PAPER DIRECT INC	CERTIFICATE HOLDERS	129.96
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	39.31
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	26.36
1 WAREHOUSE DIRECT	CREDIT MEMO	-26.36
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	45.85
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	26.92
<u>INVOICES TOTAL:</u>		<u>242.04</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MUNICIPAL ELECTRONICS DIVISION LLC	RADAR CERTIFICATION FEES	1,090.00
<u>INVOICES TOTAL:</u>		<u>1,090.00</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AKEEL ABDELHADI	TRAINING EXPENSES	102.00
1 AKEEL ABDELHADI	TRAINING EXPENSES	102.00
1 COLLEGE OF DUPAGE	BASIC POLICE ACADEMY	5,165.00
1 TRACEY DENDINGER	NEMRT TRAINING EXPENSES	55.20
** 1 ELAN FINANCIAL SERVICES	ITOA ANNUAL CONFERENCE REG FEES	1,130.00
1 SAMUEL MORA	TRAINING EXPENSES	55.20
<u>INVOICES TOTAL:</u>		<u>6,609.40</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRITICAL REACH INC	APBNET ANNUAL SUPPORT FEE	925.00
1 POLICE EXECUTIVE RESEARCH FORUM	MEMBERSHIP RENEWAL/CONWAY	250.00
1 POLICE EXECUTIVE RESEARCH FORUM	MEMBERSHIP RENEWAL/RVBASKI	250.00

** Indicates pre-issue check.

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1 POLICE EXECUTIVE RESEARCH FORUM	MEMBERSHIP RENEWAL/NAYDENOFF	250.00
	<u>INVOICES TOTAL:</u>	<u>1,675.00</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	69.98
1 AMAZON CAPITAL SERVICES INC	ITEMS FOR CEU	22.09
1 AMAZON CAPITAL SERVICES INC	ITEMS FOR CEU	8.88
** 1 ELAN FINANCIAL SERVICES	CPA GRADUATION LUNCHEON	521.70
	<u>INVOICES TOTAL:</u>	<u>622.65</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LAPTOP DOCKING STATION	89.33
** 1 ELAN FINANCIAL SERVICES	LODGING/FLOWERS	323.84
1 MICROSYSTEMS INC	MICROFILM SCANNING RECORDS INTO LASERFICH	1,187.00
	<u>INVOICES TOTAL:</u>	<u>1,600.17</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 MICROSYSTEMS INC	MICROFILM SCANNING RECORDS INTO LASERFICH	133.00
	<u>INVOICES TOTAL:</u>	<u>133.00</u>

570105-EQUITABLE SHARING EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DACRA ADJUDICATION SYSTEM	MONTHLY SERVICE FEE	3,100.00
1 FLOCK SAFETY	FLOCK READERS/SUBSCRIPTION	10,500.00
	<u>INVOICES TOTAL:</u>	<u>13,600.00</u>

41,268.30

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAMWX LLC	ANNUAL SERVICE AGREEMENT	2,300.00
1 T-MOBILE	TELEPHONE BILL	672.98
1 VERIZON WIRELESS	WIRELESS SERVICES	50.46
1 VERIZON WIRELESS	WIRELESS SERVICES	21.36
	<u>INVOICES TOTAL:</u>	<u>3,044.80</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	42.19
1 NICOR GAS	GAS BILL	237.19
1 NICOR GAS	GAS BILL	201.54
1 NICOR GAS	GAS BILL	460.52

** Indicates pre-issue check.

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INVOICES TOTAL: 941.44

524230-SNOW PLOWING CONTRACTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICE	22,050.00
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICE	8,350.00
1 V CARDENAS LANDSCAPING INC	SNOW REMOVAL	6,400.00
1 V CARDENAS LANDSCAPING INC	SNOW REMOVAL	2,000.00
1 CORNERSTONE LAND & LAWN INC	SNOW REMOVAL	21,000.00
<u>INVOICES TOTAL:</u>		<u>59,800.00</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMERCIAL TIRE SERVICE	VEHICLE MAINTENANCE	202.50
1 COMMERCIAL TIRE SERVICE	VEHICLE MAINTENANCE	1,365.00
1 COMMERCIAL TIRE SERVICE	VEHICLE MAINTENANCE	1,365.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	270.00
<u>INVOICES TOTAL:</u>		<u>3,202.50</u>

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	DUMP ASPHALT GRINDINGS	50.00
<u>INVOICES TOTAL:</u>		<u>50.00</u>

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,190.64
<u>INVOICES TOTAL:</u>		<u>1,190.64</u>

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MERRY & BRIGHT ITEMS	162.02
<u>INVOICES TOTAL:</u>		<u>162.02</u>

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,320.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,763.20
1 GARY JASLOVSKY	PUBLIC SIDEWALK REPLACEMENT	780.00
1 JOHN PAPA	PUBLIC SIDEWALK REPLACEMENT	2,190.00
1 JORI SYRE	PUBLIC SIDEWALK REPLACEMENT	1,728.00
<u>INVOICES TOTAL:</u>		<u>8,781.20</u>

527160-STREET SWEEPING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LRS LLC	STREET SWEEPING SERVICES	10,403.00

** Indicates pre-issue check.

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INVOICES TOTAL: 10,403.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	STREET SIGN MATERIALS	8.48
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	7.99
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	87.96
** 1 MICHAEL WARMUS	PIZZA FOR PLOW DRIVERS	247.89
<u>INVOICES TOTAL:</u>		<u>352.32</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	424.01
<u>INVOICES TOTAL:</u>		<u>424.01</u>

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GENERAL MEDICAL DEVICES INC	REPLACEMENT ELECTRODES	356.00
<u>INVOICES TOTAL:</u>		<u>356.00</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	29.50
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	152.24
<u>INVOICES TOTAL:</u>		<u>181.74</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	606.32
1 BRISTOL HOSE & FITTING INC	MAINTENANCE SUPPLIES	146.00
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	3,585.17
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	191.81
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	453.96
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	309.48
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	110.51
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	1,093.84
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	2,809.55
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	32.31
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	540.22
1 WEST SIDE TRACTOR SALES	MAINTENANCE MATERIALS	2,220.05
1 WHOLESALE DIRECT INC	MAINTENANCE SUPPLIES	277.29
1 WHOLESALE DIRECT INC	MAINTENANCE SUPPLIES	172.38
1 WHOLESALE DIRECT INC	MAINTENANCE SUPPLIES	194.08
<u>INVOICES TOTAL:</u>		<u>12,742.97</u>

534400-STREET MAINTENANCE MATERIALS

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

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1 3M COMPANY	STREET SIGN MATERIALS	591.24
1 GRIMCO INC	MATERIALS & SUPPLIES	573.11
1 GRIMCO INC	MATERIALS & SUPPLIES	384.00
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	1,151.75
	<u>INVOICES TOTAL:</u>	<u>2,700.10</u>

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST TRADING HORTICULTURAL	SEED/STRAW BLANKET PURCHASE	368.80
	<u>INVOICES TOTAL:</u>	<u>368.80</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAYNOR DOOR AUTHORITY	DOOR REPAIRS	628.00
	<u>INVOICES TOTAL:</u>	<u>628.00</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	FOX VALLEY ENGINEERS MEETING	46.66
** 1 ELAN FINANCIAL SERVICES	MEMBERSHIP RENEWAL FEE	42.60
** 1 ELAN FINANCIAL SERVICES	FOX VALLEY BRANCH HOLIDAY LUNCHEON	25.00
	<u>INVOICES TOTAL:</u>	<u>114.26</u>

105,443.80

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHASTAIN & ASSOCIATES LLC	OAK AVE RESURFACING PROJECT	1,791.65
1 CORRECTIVE ASPHALT MATERIALS LLC	PAVEMENT PRESERVATION PROJECT	173,835.20
	<u>INVOICES TOTAL:</u>	<u>175,626.85</u>

175,626.85

4450-LAKE ST TIF EXPENDITURES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	1,612.50
	<u>INVOICES TOTAL:</u>	<u>1,612.50</u>

1,612.50

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - OCTOBER 2025	641,039.20

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 641,039.20

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	38.96
1 M.E. SIMPSON CO INC	METER TESTING	5,700.00
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	13,035.25
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
1 WUNDERLICH-MALEC SERVICES INC	SCADA COMPUTER MAINTENANCE	613.20
	<u>INVOICES TOTAL:</u>	<u>21,680.74</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	33.60
1 T-MOBILE	TELEPHONE BILL	672.99
1 VERIZON WIRELESS	WIRELESS SERVICES	50.46
	<u>INVOICES TOTAL:</u>	<u>757.05</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	1,956.50
	<u>INVOICES TOTAL:</u>	<u>1,956.50</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	542.57
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,874.79
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3,205.22
1 NEXAMP INC	ELECTRIC BILL	1,627.60
1 NICOR GAS	GAS BILL	216.30
1 NICOR GAS	GAS BILL	88.92
	<u>INVOICES TOTAL:</u>	<u>8,555.40</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JERRY'S WELDING INC	EQUIPMENT REPAIRS	5,775.00
	<u>INVOICES TOTAL:</u>	<u>5,775.00</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VULCAN CONSTRUCTION MATERIALS LI	GRAVEL PURCHASE	1,480.97
	<u>INVOICES TOTAL:</u>	<u>1,480.97</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	8.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 12/16/2025**

1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	666.56
	INVOICES TOTAL:	674.56

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORK WEAR	UNIFORMS	32.70
	INVOICES TOTAL:	32.70

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	1,026.10
	INVOICES TOTAL:	1,026.10

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	WATER/SEWER LETTERHEAD	631.56
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	29.51
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	106.56
	INVOICES TOTAL:	767.63

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	DECEMBER BILLS POSTAGE	3,390.35
	INVOICES TOTAL:	3,390.35

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	32.31
1 LOMBARDI ELECTRIC INC	RELOCATE VILLA OLIVIA WATER TOWER ANTENNA	1,195.00
	INVOICES TOTAL:	1,227.31

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FERGUSON WATERWORKS #1934	WATER METERS & SUPPLIES	7,781.40
	INVOICES TOTAL:	7,781.40

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	FOX VALLEY ENGINEERS MEETING	46.67
** 1 ELAN FINANCIAL SERVICES	MEMBERSHIP RENEWAL FEE	42.60
** 1 ELAN FINANCIAL SERVICES	FOX VALLEY BRANCH HOLIDAY LUNCHEON	25.00
	INVOICES TOTAL:	114.27

547072-DWC CAPITAL BUY IN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - OCTOBER 2025	36,196.20

** Indicates pre-issue check.

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INVOICES TOTAL: 36,196.20

732,455.38

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DR HORTON	OVERPAYMENT ON FINAL WATER BILL-1222 WILD T	466.16
1 DR HORTON	OVERPAYMENT ON FIAL WATER BILL-1283 TIGER L	466.16
<u>INVOICES TOTAL:</u>		<u>932.32</u>

932.32

5090-WATER CAPITAL PROJECTS EXP

581020-WATER METER AUTOMATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FERGUSON WATERWORKS #1934	CREDIT MEMO	-1,969.00
1 WATER SERVICES CO	PLUMBING REPAIRS	1,600.00
1 WATER SERVICES CO	PLUMBING REPAIRS	800.00
1 WATER SERVICES CO	PLUMBING REPAIRS	4,000.00
<u>INVOICES TOTAL:</u>		<u>4,431.00</u>

581030-WATER TOWER PAINTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DIXON ENGINEERING INC	WATER TOWER PROJECT	555,000.00
<u>INVOICES TOTAL:</u>		<u>555,000.00</u>

559,431.00

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	38.96
<u>INVOICES TOTAL:</u>		<u>38.96</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	67.20
1 T-MOBILE	TELEPHONE BILL	672.99
1 VERIZON WIRELESS	WIRELESS SERVICES	50.46
<u>INVOICES TOTAL:</u>		<u>790.65</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	286.75

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 286.75

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	777.17
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	52.24
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	17.49
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	8,624.35
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	140.32
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	518.54
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	18.61
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	22.28
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	49.26
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	150.86
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	9,615.64
1 NEXAMP INC	ELECTRIC BILL	3,896.07
1 NICOR GAS	GAS BILL	55.15
1 NICOR GAS	GAS BILL	55.85
1 NICOR GAS	GAS BILL	69.66
1 NICOR GAS	GAS BILL	609.72
1 NICOR GAS	GAS BILL	58.32
1 NICOR GAS	GAS BILL	56.07
1 NICOR GAS	GAS BILL	299.68
1 NICOR GAS	GAS BILL	150.71
<u>INVOICES TOTAL:</u>		<u>25,237.99</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	173.73
1 EXCEL OIL SERVICE	USED OIL PICKUP	75.00
<u>INVOICES TOTAL:</u>		<u>248.73</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	8.00
<u>INVOICES TOTAL:</u>		<u>8.00</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	32.70
<u>INVOICES TOTAL:</u>		<u>32.70</u>

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SHARE CORPORATION	NITRILE GLOVES	225.83
<u>INVOICES TOTAL:</u>		<u>225.83</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	29.51
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	422.96
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	26.72
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	29.64
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	7.24
INVOICES TOTAL:		516.07

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	DECEMBER BILLS POSTAGE	3,390.35
INVOICES TOTAL:		3,390.35

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AHW LLC	MAINTENANCE SUPPLIES	90.91
1 AUTOZONE INC	MAINTENANCE SUPPLIES	41.70
1 GASVODA & ASSOCIATES INC	MAINTENANCE SUPPLIES	1,882.64
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	32.32
1 LIONHEART CRITICAL POWER	EQUIPMENT REPAIRS	688.00
1 MARTIN MECHANICAL CORPORATION	EQUIPMENT MAINTENANCE	15,830.00
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	116.36
1 USA BLUE BOOK	MAINTENANCE MATERIALS	146.18
INVOICES TOTAL:		18,828.11

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	FOX VALLEY ENGINEERS MEETING	46.67
** 1 ELAN FINANCIAL SERVICES	MEMBERSHIP RENEWAL FEE	42.61
** 1 ELAN FINANCIAL SERVICES	FOX VALLEY BRANCH HOLIDAY LUNCHEON	25.00
INVOICES TOTAL:		114.28

49,718.42

5190-SEWER CAPITAL PROJECTS EXP

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	BITTERSWEET DR WRF-START UP & TRAINING	3,500.00
INVOICES TOTAL:		3,500.00

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PERFORMANCE CONSTRUCTION & ENGI	DEVON EXCESS FLOW FORCE MAIN	294,899.59
INVOICES TOTAL:		294,899.59

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 12/16/2025

298,399.59

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	350.00
<u>INVOICES TOTAL:</u>		<u>350.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEXAMP INC	ELECTRIC BILL	554.14
1 NICOR GAS	GAS BILL	86.04
1 NICOR GAS	GAS BILL	93.94
1 VERIZON WIRELESS	WIRELESS SERVICES	39.22
<u>INVOICES TOTAL:</u>		<u>773.34</u>

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	METRA INTERNET SERVICE	121.44
<u>INVOICES TOTAL:</u>		<u>121.44</u>

1,244.78

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLEY ELEVATOR COMPANY	QTRLY INSPECTION SERVICE	254.00
1 COMCAST	INTERNET SERVICE	194.95
<u>INVOICES TOTAL:</u>		<u>448.95</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	443.63
1 NEXAMP INC	ELECTRIC BILL	27.43
1 NICOR GAS	GAS BILL	784.85
<u>INVOICES TOTAL:</u>		<u>1,255.91</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	76.00
** 1 ELAN FINANCIAL SERVICES	GOLF SIMULATOR SCREEN REFUND	-619.18
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	37.93
<u>INVOICES TOTAL:</u>		<u>-505.25</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	983.72
INVOICES TOTAL:		983.72

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	765.12
INVOICES TOTAL:		765.12

2,948.45

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	274.44
1 NICOR GAS	GAS BILL	261.62
INVOICES TOTAL:		536.06

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	454.52
INVOICES TOTAL:		454.52

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	149.82
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	37.27
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	59.73
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	116.55
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	149.98
INVOICES TOTAL:		513.35

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	83.13
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	27.26
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	31.62
1 REINDERS INC	MAINTENANCE SUPPLIES	187.40
1 REINDERS INC	MAINTENANCE SUPPLIES	230.12
1 REINDERS INC	MAINTENANCE SUPPLIES	315.48
INVOICES TOTAL:		875.01

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	13.99
1 L & M GREENHOUSES	WREATHS/BIRCH POLES	486.98

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	845.33
	INVOICES TOTAL:	1,346.30

534700-TREE MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	78.29
	INVOICES TOTAL:	78.29

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLF COURSE SUPERINTENDENTS	MEMBERSHIP DUES/A MAZZONE	275.00
	INVOICES TOTAL:	275.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PATRICK HOLLY	WINDSHIELD REPLACEMENT	481.63
	INVOICES TOTAL:	481.63

4,560.16

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 COMPLETE BAR SYSTEMS LLC	CLEAN BEER LINES	67.00
1 METROPOLITAN FIRE PROTECTION INC	SEMI ANNUAL HOOD INSPECTION	150.00
	INVOICES TOTAL:	304.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	130.81
	INVOICES TOTAL:	130.81

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	32.23
	INVOICES TOTAL:	32.23

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	200.00
** 1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	400.08
** 1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	500.00
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	54.01
1 EUCLID BEVERAGE LLC	BEER PURCHASE	100.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	50.00

** Indicates pre-issue check.

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1 LAKESHORE BEVERAGE	BEER PURCHASE	50.00
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	9.14
INVOICES TOTAL:		1,363.23
		1,830.77

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 ALSCO	LINEN SERVICES	579.13
1 ALSCO	LINEN SERVICES	1,533.31
1 ALSCO	CREDIT MEMO	-52.00
1 ALSCO	CREDIT MEMO	-26.00
1 ALSCO	CREDIT MEMO	-52.00
1 ALSCO	CREDIT MEMO	-76.50
1 ALSCO	LINEN SERVICES	1,011.04
1 ALSCO	LINEN SERVICES	1,267.52
1 JK TECHNOLOGY SOLUTIONS	MONTHLY SOFTWARE SUPPORT	300.00
1 METROPOLITAN FIRE PROTECTION INC	SEMI ANNUAL HOOD INSPECTION	150.00
INVOICES TOTAL:		4,722.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	130.81
INVOICES TOTAL:		130.81

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MLA WHOLESALE INC	FLOWERS	79.45
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	150.00
INVOICES TOTAL:		229.45

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	888.09
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	249.08
** 1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	630.00
** 1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	464.64
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	648.66
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	100.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	118.79
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	2,304.89
1 GRECO AND SONS INC	FOOD PURCHASE	238.89
1 GRECO AND SONS INC	FOOD PURCHASE	1,094.01
1 IL GIARDINO DEL DOLCE INC	CAKE	80.50
1 LAKESHORE BEVERAGE	BEER PURCHASE	54.01

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 6,871.56

11,953.82

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	100.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	50.00
<u>INVOICES TOTAL:</u>		<u>150.00</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	50.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	54.04
<u>INVOICES TOTAL:</u>		<u>104.04</u>

254.04

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	35.96
<u>INVOICES TOTAL:</u>		<u>35.96</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	1,775.00
1 SCHINDLER ELEVATOR CORPORATION	ELEVATOR REPAIRS	1,711.40
<u>INVOICES TOTAL:</u>		<u>3,486.40</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEXAMP INC	ELECTRIC BILL	175.70
1 NICOR GAS	GAS BILL	293.66
1 NICOR GAS	GAS BILL	1,147.07
<u>INVOICES TOTAL:</u>		<u>1,616.43</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	HOLIDAY PARTY ITEMS	51.98
** 1 ELAN FINANCIAL SERVICES	SR GIVING TEE DECOR/BILL S. 25TH ANNIVERSARY	378.53
** 1 ELAN FINANCIAL SERVICES	SYSTEM SERVICE TAGS/LAPTOP FOR EDDIE	867.45
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	334.80
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	448.25

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 12/16/2025**

INVOICES TOTAL: 2,081.01

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	MASTER PADLOCK/CYLINDER/KEYS	208.30
1 GRAINGER	MAINTENANCE SUPPLIES	181.21
		<u>INVOICES TOTAL: 389.51</u>
		7,609.31

6010-INFORMATION SYSTEMS

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	IPAD MGT/HELP DESK SOFTWARE/DNS SERVICE	350.50
1 HEARTLAND BUSINESS SYSTEMS	FORTIGUARD RENEWAL	966.00
		<u>INVOICES TOTAL: 1,316.50</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	96.90
1 T-MOBILE	TELEPHONE BILL	67.20
		<u>INVOICES TOTAL: 164.10</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TONER	33.96
** 1 ELAN FINANCIAL SERVICES	PRINTER TONER/MONITOR	976.99
		<u>INVOICES TOTAL: 1,010.95</u>
		2,491.55

7000-POLICE PENSION EXPENDITURES

511600-REFUNDS TO PARTICIPANTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ST CHARLES POLICE PENSION FUND	TRANSFER OF CREDITABLE SERVICE-RAYMOND G^	88,186.65
		<u>INVOICES TOTAL: 88,186.65</u>
		88,186.65

GRAND TOTAL: 2,454,082.43

** Indicates pre-issue check.

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GENERAL FUND	514,826.84
MOTOR FUEL TAX FUND	175,626.85
LAKE ST TIF	1,612.50
WATER FUND	1,292,818.70
SEWER FUND	348,118.01
PARKING FUND	1,244.78
GOLF FUND	21,547.24
CENTRAL SERVICES FUND	10,100.86
POLICE PENSION FUND	88,186.65
GRAND TOTAL	2,454,082.43

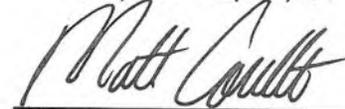
** Indicates pre-issue check.

CASH & INVESTMENT REPORT
FISCAL YEAR 2025/26 as of October 31, 2025

Fund	9/30/2025	Receipts	Disbursements	10/31/2025
General	35,261,046	3,332,657	3,553,678	35,040,025
MFT	6,597,992	203,745	179,491	6,622,246
Debt Service	2,748,816	41,040	0	2,789,855
Capital Projects	1,984,316	6,824	3,594	1,987,547
Municipal Building	4,432,540	26,216	0	4,458,756
Developer Deposits	3,754,537	82,798	0	3,837,335
59 & Lake TIF	(2,546,875)	0	0	(2,546,875)
BC Municipal TIF	0	0	78	(78)
Bluff City TIF Municipal	594,488	2,711	0	597,199
Water	11,590,637	1,315,002	1,287,740	11,617,898
Sewer	31,230,212	726,988	549,931	31,407,269
Parking	(169,577)	11,728	8,181	(166,030)
Golf	(78,633)	275,414	329,623	(132,842)
Central Services	863,621	147,883	145,288	866,216
Vehicle Replacement	4,781,575	97,536	236,476	4,642,636
TOTALS	101,044,694	6,270,543	6,294,080	101,021,157

Detail of Ending Balance			
Cash	Investments	Net Assets/Liab.	10/31/2025
19,142,023	13,676,784	2,221,218	35,040,025
4,580,286	2,009,546	32,413	6,622,246
1,581,350	1,207,927	578	2,789,855
27,033	1,974,392	(13,878)	1,987,547
2,369,106	1,809,661	279,989	4,458,756
2,581,340	3,445,955	(2,189,959)	3,837,335
137	104	2,546,875	(2,546,875)
(44)	(34)	0	(78)
338,575	258,623	0	597,199
3,395,310	2,593,459	5,629,129	11,617,898
5,445,550	4,159,552	21,802,167	31,407,269
0	0	(166,030)	(166,030)
0	0	(132,842)	(132,842)
486,488	371,608	8,119	866,216
1,099,322	839,726	2,703,587	4,642,636
41,046,475	32,347,305	32,721,368	101,021,157

BC Project TIF	697,068	2,364	0	699,431
Bluff City Project TIF	2,079,056	9,480	0	2,088,536
Lake St. TIF	(3,237,565)	0	0	(3,237,565)
Bluff City SSA Debt Srv.	109,396	371	0	109,767
Police Pension	74,881,125	1,172,306	339,400	75,714,031



Matt Coulter
Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
FISCAL YEAR 2025/26 as of October 31, 2025

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	21,120,347	33,708,404	62.66%	62.66%	17,622,284	37,599,396	46.87%	50.23%
MFT	1,113,886	3,150,000	35.36%	49.42%	2,316,732	6,450,000	35.92%	6.43%
Debt Service	1,904,921	3,037,773	62.71%	79.41%	279,417	2,962,198	9.43%	10.57%
Capital Projects	54,093	20,000	270.47%	115.34%	1,132,756	0	100.00%	16.67%
Municipal Building	103,287	90,000	114.76%	101.97%	9,600	502,360	1.91%	10.81%
Developer Deposits	259,037	840,000	30.84%	62.46%	0	0	0.00%	0.00%
Bluff City SSA	2,262	2,500	90.49%	17.57%	0	60,000	0.00%	0.00%
59 & Lake TIF	241	605,000	0.04%	0.90%	0	605,000	0.00%	0.00%
Bluff City Municipal TIF	138,346	130,000	106.42%	111.98%	0	105,000	0.00%	0.00%
Bluff City Project TIF	2,023,099	4,120,000	49.10%	44.16%	0	4,100,000	0.00%	0.00%
Brewster Creek Municipal TIF	0	0	0.00%	280.76%	78	0	0.00%	42.62%
Brewster Creek Project TIF	14,509	15,000	96.73%	200.31%	0	0	0.00%	43.03%
Lake Street-Tif	0	0	0.00%	0.00%	3,237,565	0	100.00%	0.00%
Water	7,718,856	13,691,000	56.38%	59.09%	6,021,265	16,020,825	37.58%	49.38%
Sewer	4,646,728	7,335,000	63.35%	71.75%	4,207,127	9,478,382	44.39%	33.11%
Parking	49,939	75,000	66.59%	54.12%	33,108	72,600	45.60%	46.53%
Golf	2,438,089	3,412,500	71.45%	48.84%	1,867,422	3,266,927	57.16%	65.56%
Central Services	881,527	1,751,282	50.34%	50.50%	944,264	1,960,761	48.16%	47.39%
Vehicle Replacement	477,147	878,132	54.34%	59.60%	547,055	850,000	64.36%	40.95%
Police Pension	11,433,168	8,128,098	140.66%	115.85%	2,036,045	4,244,901	47.96%	48.83%
Subtotal	54,379,484	80,989,689	67.14%	66.81%	40,254,717	88,278,350	45.60%	42.09%
Less Interfund Transfers	(3,149,339)	(5,427,564)	58.02%	84.19%	(3,149,339)	(5,427,564)	58.02%	84.19%
Total	51,230,146	75,562,125	67.80%	65.31%	37,105,378	82,850,786	44.79%	38.89%

VILLAGE OF BARTLETT TREASURER'S REPORT
MAJOR REVENUE BUDGET COMPARISONS
FISCAL YEAR 2025/26 as of October 31, 2025

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	8,113,175	12,882,559	62.98%	79.61%
Sales Taxes (General Fund)	3,886,970	5,900,000	65.88%	50.21%
Income Taxes	4,064,831	7,250,000	56.07%	54.71%
Telecommunications Tax	206,288	390,000	52.89%	49.98%
Home Rule Sales Tax	2,605,374	3,500,000	74.44%	57.62%
Real Estate Transfer Tax	484,804	600,000	80.80%	69.50%
Use Tax	219,594	800,000	27.45%	44.93%
Building Permits	605,169	900,000	67.24%	106.87%
MFT	945,823	1,800,000	52.55%	52.03%
Water Charges	7,349,527	13,100,000	56.10%	53.22%
Sewer Charges	3,879,022	7,000,000	55.41%	55.95%
Interest Income	1,418,752	1,725,000	82.25%	96.18%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2025/26 as of October 31, 2025

Fund	Actual	Current Year Budget	Percent
Golf Program			
Revenues	1,463,502	2,121,500	68.98%
Expenses	975,005	1,854,331	52.58%
Net Income	488,496	267,169	182.84%
F&B - Restaurant			
Revenues	139,598	171,000	81.64%
Expenses	275,790	433,801	63.58%
Net Income	(136,192)	(262,801)	51.82%
F&B - Banquet			
Revenues	612,132	890,000	68.78%
Expenses	464,800	797,523	58.28%
Net Income	147,333	92,477	159.32%
F&B - Midway			
Revenues	222,858	230,000	96.89%
Expenses	96,614	116,772	82.74%
Net Income	126,244	113,228	111.50%
Golf Fund Total			
Revenues	2,438,089	3,412,500	71.45%
Expenses	1,812,209	3,202,427	56.59%
Net Income	625,880	210,073	297.93%

Sales Taxes

Month	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
May	161,850	159,411	167,379	156,194	160,850	185,540	220,859	255,956	296,621	567,635
June	178,006	186,494	194,753	187,952	183,798	277,635	281,954	308,327	340,105	651,951
July	181,943	201,320	200,041	205,572	198,797	274,678	303,057	323,030	374,363	637,387
August	224,385	219,629	227,783	232,110	209,005	331,855	338,161	350,947	436,666	655,830
September	211,186	224,268	218,236	220,524	233,289	325,874	334,152	354,588	367,895	673,538
October	209,930	215,328	211,089	262,349	221,535	299,302	380,114	340,045	669,876	700,630
November	206,205	208,760	215,922	227,334	202,764	304,608	319,337	325,687	499,933	
December	212,435	219,639	196,081	214,284	236,916	314,214	316,040	307,781	594,776	
January	207,123	221,599	221,276	243,184	208,079	282,703	338,672	334,418	676,203	
February	201,075	206,836	196,714	186,495	199,411	312,927	335,097	348,179	574,313	
March	190,934	196,530	181,590	203,051	203,477	308,392	452,524	334,584	590,749	
April	167,837	180,413	170,866	193,930	211,072	247,260	281,334	268,643	586,756	
Total	2,352,909	2,440,227	2,401,729	2,532,977	2,468,994	3,464,989	3,901,303	3,852,186	6,008,258	3,886,970
% increase	6.46%	3.71%	-1.58%	5.46%	-2.53%	40.34%	12.59%	-4.51%	118.42%	4.59%
Budget	2,205,000	2,400,000	2,425,000	2,460,000	2,575,000	3,400,000	3,400,000	4,050,000	4,950,000	5,900,000



SUSANA A. MENDOZA
ILLINOIS STATE COMPTROLLER



VENDOR WARRANT DETAIL

BARTLETT VILLAGE TREASURER



- RETURN HOME
- VENDOR SUMMARY
- CONTRACT SEARCH
- PAYMENTS SEARCH
- PAYMENTS ISSUED
- PENDING PAYMENTS
- PAYMENTS NOTIFICATIONS

Return Back

Warrant/EFT#: EF 0011647

Fiscal Year	2026	Issue Date	10/07/25
Warrant Total	\$700,629.50	Warrant Status	

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A4504449	6A4504449	\$700,629.50

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$700,629.50	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 10/07/2025
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: JUL. 2025 COLL MO: AUG. 2025 VCHR MO: OCT. 2025
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

Click here for assistance with this screen.

MOTOR FUEL TAX

Month	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
May	93,139	91,478	86,848	83,590	96,769	134,647	138,706	148,455	143,652	149,421
June	58,737	72,645	79,592	76,204	99,562	138,322	143,599	154,189	157,757	152,959
July	94,278	95,252	93,416	95,250	121,837	137,127	140,615	146,693	156,001	157,678
August	89,533	89,970	90,079	137,033	142,172	148,687	135,008	152,712	165,946	172,782
September	79,032	79,527	75,247	148,846	132,059	142,475	146,887	161,807	160,216	164,417
October	91,489	91,053	98,725	136,575	130,305	131,236	139,533	145,203	157,805	156,352
November	93,216	92,796	92,950	153,788	131,647	144,611	140,270	170,467	166,026	
December	97,757	91,055	89,502	180,890	136,795	153,239	160,435	160,431	154,353	
January	92,928	93,233	89,403	128,180	119,239	140,177	128,618	137,026	150,579	
February	88,602	80,765	81,313	126,802	112,605	96,768	131,699	146,175	156,060	
March	75,544	80,062	77,761	131,268	116,673	137,179	127,842	134,330	140,929	
April	90,224	94,326	91,212	122,218	135,751	138,279	146,038	147,837	148,567	
Subtotal	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	1,679,249	1,805,325	1,857,890	953,608
Plus:										
High Growth Jobs Now	37,801	37,266	36,909	9,192	89,348	61,771	-	37,987		
Rebuild Illinois					1,357,885	905,256	452,628			
Total	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	2,131,877	1,843,312	1,857,890	953,608
Budget	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000	1,750,000	1,790,000	1,800,000



Municipality Report
November 3, 2025

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR OCTOBER, 2025

Beginning Unobligated Balance		\$8,740,938.98
Motor Fuel Tax Fund Allotment	\$74,128.97	
MFT Transportation Renewal Fund Allotment	\$82,223.18	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$156,352.15
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$8,897,291.13

PROCESSED TRANSACTIONS:

Income Taxes - Based on Month vouchered (not necessarily paid in same month)

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	FY 2024-25	FY 2025-26
May	622,835	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763	988,791	1,100,016	1,286,294
June	231,987	306,761	268,673	285,636	261,088	258,429	257,341	608,397	383,282	463,652	471,450	446,092
July	383,947	432,821	383,442	377,861	353,016	386,474	408,647	545,787	647,045	617,724	685,865	748,806
August	223,978	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265	405,992	458,266	429,173
September	219,026	239,229	243,902	212,997	252,907	245,191	316,571	323,647	362,169	368,502	359,762	366,019
October	390,808	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057	712,313	768,224	788,447
November	263,481	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871	479,810	461,166	
December	198,121	216,813	219,162	214,871	234,648	269,799	274,242	314,565	376,725	376,979	359,994	
January	335,683	406,804	354,337	313,145	341,897	377,110	436,922	560,065	611,766	655,603	751,153	
February	500,840	445,170	409,813	453,275	411,330	388,526	461,926	698,349	604,890	620,344	613,630	
March	218,490	257,723	214,499	227,873	247,673	288,908	318,357	302,694	358,254	403,200	393,730	
April	446,490	398,780	413,655	349,908	397,816	424,333	507,617	646,664	576,594	636,579	720,976	
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	6,729,489	7,144,231	4,064,831

Annual Inc



Agenda Item Executive Summary

AGENDA ITEM: JC's Mexican Restaurant BEDA Request

BOARD OR COMMITTEE: BOARD

BUDGET IMPACT

Amount	Approx. \$10,871	Budgeted	\$250,000
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Fund: Incentives	Corresponding Activity Measure: # of BEDA Grants Approved
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EXECUTIVE SUMMARY

JC's Mexican Restaurant at 130 West Bartlett Ave. has been a staple in the downtown Bartlett dining scene for the past 18 years. Owner/operator Luz Alvarez and her son, Luis, recently upgraded and remodeled the facility to improve workflow and serve customers dining in the rear outdoor patio. As part of their upgrade, JC's was required to upgrade its fire alarm system to meet current Code requirements.

The applicant previously submitted the first BEDA request earlier this fiscal year and has estimated the fire alarm upgrade to cost \$21,742 including a quote for \$18,932 from United States Alliance Fire Protection, Inc., \$1,350.88 in materials from Home Depot related to the conduit, and an estimate of \$1,500 in labor related to running the conduit.

JC's request appeared before the EDC at its February 10, 2025 meeting, at which time the EDC unanimously recommended in favor of a fifty percent (50%) rebate to be issued for BEDA-eligible costs related to this project, estimated to result in a grant of \$10,871.

JC's request then appeared before the Committee of the Whole at its March 18th meeting, at which time it was forwarded for a future Village Board vote. The request was put on hold while JC's obtained the appropriate permits.

JC's has now indicated that they are currently moving forward with this project.

ATTACHMENTS (PLEASE LIST)

Memo, JC's Mexican Restaurant's BEDA application, minutes from the February 10, 2025 EDC meeting

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Revisit, refine and execute the village's overall economic development incentives.

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

Motion - I move to approve JC's Mexican Restaurant's BEDA request in the amount of \$10,871 for a fire alarm upgrade.

Staff: Tony Fradin, Econ Development Coordinator

Date: December 9, 2025

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: December 9, 2025
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator
RE: JC's Mexican Restaurant BEDA Application

JC's Mexican Restaurant is a long-term restaurant that has been a prominent member of the business community on the high-profile corner of Bartlett Avenue and Oak Avenue for over eighteen years.

In addition to the high-quality food and drinks offered, JC's is a small, family-owned and operated restaurant providing the highest level of service.

The owners have created a welcoming atmosphere, including the recent addition of an outdoor dining area at the rear of the building.



2025 RENOVATION

The owners remodeled some of the interior to improve the restaurant's workflow to both their original layout and their expanded outdoor patio.

As part of this project, JC's is required to update its fire alarm system to meet the current Code requirements.

Attached in the grant application is a proposal from United States Alliance Fire Protection, Inc., for \$18,932.40 for materials and labor for their upgraded alarm system, plus a quote from Home Depot for \$1,350.88 for additional materials for a grand total of \$20,283.28.

The applied for amount of \$21,742 includes an estimate for labor costs, which will be pending until JC's final submittal.

RECOMMENDATION

JC's Mexican Restaurant has been one of the most long-term restaurants in downtown Bartlett. Luz Alvarez and her son, Luis, have proven their dedication to growing and improving their business over the years and, as property owners, have continued to reinvest in their property.

Besides the Code requirement aspect of the project, this new state-of-the-art fire alarm system will help ensure the building's safety in the unfortunate event of a fire.

This is JC's first BEDA grant application, and we recommend a **fifty percent rebate** in the amount of \$10,871 to be paid upon completion of the project, passing inspection by the Fire Protection District and all village inspectors, and proof of payment is submitted.

The final amount may fluctuate due to labor costs.

FEBRUARY 10 ECONOMIC DEVELOPMENT COMMISSION MEETING

Staff presented JC's Mexican Restaurant's BEDA request to the EDC at its meeting on February 10, 2025.

The owner's son, Luis Alvarez, answered some questions from commissioners, explaining that the electrical work would be done by licensed electricians, and that the upgrades being done should help increase the profitability of the business and require the hiring of additional staff.

The EDC recommended in favor of a fifty percent (50%) grant based upon eligible expenses for the alarm upgrade, which has been estimated to be \$21,742, resulting in a grant of approximately **\$10,800**.

MARCH 18, 2025 COMMITTEE OF THE WHOLE MEETING

This request appeared before the COW on March 18, 2025, at which time it was placed on hold until JC's indicated they were ready to move forward with this improvement.

They have since obtained the required permits and have begun proceeding with this improvement.



Village of Bartlett, IL

BEDA-25-1
Bartlett Economic
Development
Assistance Application
Status: Active
Submitted On: 2/2/2025

Primary Location
130 W BARTLETT AVE
BARTLETT, IL 60103

Owner
LUZ M ALVAREZ
[REDACTED]
[REDACTED]

Applicant

Luz Alvarez
 630-483-4065
 jc.mexican.restaurant@gmail.com
 130 W. BARTLETT AVE
BARTLETT, IL 60103

Introduction

Assistance

The Bartlett Economic Development Assistance (BEDA) grant program provides grants up to a maximum of \$50,000 for **sales tax producing** uses including retail establishments and restaurants. Grant funds will be distributed on a reimbursement basis once projects are substantially completed.

Building owners or lessees (who produce written consent from the building owner for all proposed improvements) are eligible to apply. The program applies Village-wide, with the exception of properties that are located within existing Tax Increment Financing (TIF) districts.

The amounts of incentives granted will vary based upon the improvements made and each application will be reviewed on a case-by-case basis. All improvements must conform to the Village's regulations including, but not limited to, the Zoning Ordinance and Building Codes. Bartlett's municipal code is available online Bartlett Municipal and Zoning Code.

Individual properties will be eligible for grants regardless of who the current tenant may be once every two fiscal years. The Village of Bartlett's fiscal year runs from May 1st of every year through the following April 30th.

Targeted Businesses

Priority will be given to those generating sales tax for the Village as defined by those offering merchandise or food and beverage services to the public, the sale or providing of which is subject to sales tax ("Retail sales"), and from which the revenue derived constitutes the majority of the revenue of the business. Example of eligible businesses include, but not limited to, retail stores, restaurants, and specialty food stores.

Additional consideration will be given to projects that will create new job opportunities as a result of the project.

Only businesses located in commercially-zoned areas are eligible to participate in this program. Existing businesses wishing to expand and/or upgrade are also encouraged to participate.

Eligible Project Costs Include:

- Façade Renovations
- Interior Build-Outs and/or Rehabilitation
- Windows and Doors
- Signs or Awnings
- Outdoor Dining Areas - Permanent Improvements Only
- Code-Required Landscaping Improvements
- ADA Compliance
- Improvements in Energy Efficiency
- Lighting
- Code-Compliance Related Items

Approval Process for Successful Grant Applications

1. Schedule a pre-application meeting with Bartlett's Economic Development Team. Contact Tony Fradin at (630) 540-5937 or tfracin@bartlett.il.gov.
2. Submit a complete application.
3. Staff reviews application and presents it to the Economic Development Commission, which reviews the application and makes a recommendation to the Village Board.
4. Village Board approval or denial.
5. Following approval of grants, the recipient must sign an Economic Incentive Agreement including a recapture agreement should the business fail to remain open or meet its obligations within the following two years.
6. Following approval of grants, all applicable permits and licenses must be obtained per the Village Code. All work must begin within six months of awarding of grant and be completed within twelve months.
7. Grant recipients shall provide a request for reimbursement and required documentation for work completed. Once work is completed in accordance with submitted plans, the Village will reimburse the approved funds.

Criteria that Will Be Considered on Applications

1. The amount of private investment in the project and the ratio of private investment to the rebate.

Property Information

The property is . . . (check all that apply)

Retail

Restaurant

Other

Number of businesses on site:*

1

Size of building (dimensions or square feet)*

2592 SQFT

Stories in building:*

2

Number of parking spaces on property:*

6

Amount of last real estate taxes paid:*

24,904.37

Property Tax Index Number(s) (PIN)*

06344050340000

County*

Cook

Project Information

Total anticipated cost \$:*

21742.14

Project scope:* 

Installation of new complete fire alarm system.

Affidavit

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

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

I understand that all improvements made through the help of BEDA must be in accordance with all Village plans and codes. Moreover, as a condition of approval, I understand the Village may require changes to the scope of work I am proposing.

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

I also understand that if selected for this program, the Village will establish a maximum grant award for the project. I also understand that if selected for this program, I will be required to enter into an Economic Incentive Agreement with the Village governing the terms and conditions of the BEDA grant award, and that the Village will not issue any grant funds unless and until I have fully executed the Economic Incentive Agreement in the form required by the Village.

I acknowledge that BEDA operates as a **rebate program** and, therefore, if selected for participation, Village funds will be disbursed to me at the conclusion of the work, after submittals by me of copies of all bills and satisfactory evidence of their payment, either by lien waivers or bills stamped "Paid" by all contractors. I understand that the actual rebate amount will be calculated at some percentage as

recommended by staff in relation to the documented actual costs by me for eligible expenses to complete the agreed upon improvements, up to the maximum grant amount awarded by the Village for the project.

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

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

I acknowledge that the Village will perform a background check on myself and the other owners of my business, and I hereby agree to provide the Village with all necessary authorizations to conduct such background checks. I also acknowledge that my business must hold a valid, current business license issued by the Village and that my business must be current on all payments due to the Village in order to be eligible to receive any BEDA grant funds.

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

Digital Signature - I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction*

✔ Luz Alvarez
Feb 2, 2025

Internal Use Only

Business Plan for JC's Mexican Restaurant

Executive Summary: JC's Mexican Restaurant has been in operation and locally owned since 2006. We serve traditional dishes, emphasizing fresh ingredients, bold flavors, and a friendly atmosphere. Our mission is to provide an authentic and memorable dining experience to locals and visitors, with exceptional service and quality food at affordable prices.

Business Description:

- **Business Name:** JC's Mexican Restaurant
 - **Location:** Downtown Bartlett, Illinois
 - **Ownership Structure:** S-Corporation
 - **Type of Business:** Full-service Mexican restaurant (dine-in, takeout, and delivery services)
-

Menu Offering: The restaurant serves a variety of Mexican dishes, including but not limited to:

- **Appetizers:** Chips and salsa, guacamole, queso fundido
 - **Entrees:** Tacos, burritos, enchiladas, fajitas, chimichangas, quesadillas
 - **Specialty Dishes:** Carne Asadas, Mahi Mahi Tacos
 - **Drinks:** Traditional Mexican beverages, soft drinks, margaritas, tequila-based cocktails
 - **Desserts:** home-made flan, bunuelo chips, Tres Leches Cake
-

Market Analysis:

- **Target Market:**
 - **Primary:** Local residents of Bartlett and surrounding towns, including families, young professionals, and retirees.
 - **Secondary:** Commuters traveling to and from nearby cities, tourists visiting the area, and people seeking quality Mexican food.

Marketing Strategy:

1. **Branding and Positioning:**
 - JC's Mexican Restaurant is an affordable, friendly, and an authentic Mexican dining experience.
 - Our outdoor patios offer great space to enjoy great food and drinks.
 2. **Promotional Strategies:**
 - **Social Media:** Leverage platforms like Instagram, Facebook, and TikTok to showcase delicious food, promotions, and behind-the-scenes restaurant life.
 - **Loyalty Programs:** We offer a frequent diner card so customers can earn rewards.
 3. **Online Ordering & Delivery:**
 - We have in house delivery during dinner hours.
 - We are also partnered with Uber Eats to offer customers ease and convenience.
-

Operational Plan:

1. **Location and Layout:**
 - The restaurant is located in a prime location in downtown Bartlett.
 - The interior has a warm, welcoming atmosphere, with Mexican-inspired décor.
 - Two outdoor patios are also available for the warmer months.
 2. **Operating Hours:**
 - Monday to Thursday: 11:30 AM – 9:00 PM
 - Friday and Saturday: 11:30 AM – 10:00 PM
 - Sunday: 11:30 PM – 8:00 PM (Mothers Day - Thanksgiving Day Weekend)
 3. **Expansions:**
 - We have expanded our outdoor space by building an outdoor patio in our recently acquired lot.
 - We have improved our work space to improve work flow and provide better service to both our original layout and our expanded outdoor patio.
-

Conclusion:

JC's Mexican Restaurant has been and strives to continue being an anchor business in Bartlett. We have done so by providing excellent customer service, high-quality authentic Mexican dishes, and an inviting atmosphere. We have built a loyal customer base, many meaningful connections, and friendships. We look forward to our future expansion plans to bring even more people into downtown Bartlett.



United States Alliance Fire Protection, Inc.

Fire Sprinklers • Design/Installation • Inspections • Testing • Maintenance • 24 Hr Emergency Service

PROPOSAL

Job Name: JC's Mexican Restaurant
Invoice To: JC's Mexican Restaurant
130 W. Bartlett Ave
Bartlett, IL 60103

Contact: Luis
Main #: 630-483-4065
Mobile #: 773-851-8199
Email: jc.mexican.restaurant@gmail.com

Site Address: 130 W. Bartlett Ave

Bartlett, IL 60103

Open Date: 1/18/2025

Expiry Date: 2/18/2025

Sales Rep: Jasem Askar

Estimator: Cory Crary

Email Address: Jasem.Askar@usafp.us

Work Description:

PRICE PER DESIGN BUILD OF PROJECT AT 130 W. BARTLETT AVE, BARTLETT, IL. PLANS FOR BID WERE PROVIDED BY CUSTOMER TO UPDATE AN EXISTING FIRE ALARM SYSTEM FOR TENANT BUILDOUT. ADDITIONAL DEVICES AT ADDITIONAL COST PLUS LABOR MAY BE REQUIRED AFTER PLAN REVIEW OR FIELD INSPECTION BY AHJ.

USA FIRE PROTECTION PROPOSES TO ADD DEVICES AS FOLLOWS:

- (1) FIRE ALARM CONTROL PANEL
- (1) DISPLAY ANNUNCIATOR
- (24) SMOKE DETECTORS WITH BASES
- (2) HEAT DETECTORS WITH BASES
- (8) PULL STATIONS
- (1) KITCHEN HOOD MONITOR MODULE
- (8) HORN STROBES
- (10) STROBES
- (1) WEATHERPROOF WALL MOUNT HORN STROBE
- (1) SURGE PROTECTOR
- (1) DOCUMENT BOX

MATERIALS:

- 1 LOT FIRE WIRE NOTIFICATION AND DATA CIRCUIT
- 1 LOT MISC ELECTRICAL SUPPLIES

LABOR:

- PROJECT MANAGEMENT & SUPERINTENDENT TIME
- TO COMPLETE DEMO WORK
- TO PULL WIRE, TRIM OUT DEVICES, PROGRAM FACP AND PRE-TEST SYSTEM
- TO RETURN FOR INITIAL ACCEPTANCE TEST BY AHJ

WARRANTY:

- ONE YEAR WARRANTY ON PARTS

SUBMITTAL:

- FULL SUBMITTAL WITH SHOP DRAWINGS, CUT SHEETS AND CALCULATIONS

EXCLUSIONS:

- 120 VOLT AC DEDICATED CIRCUIT - USE EXISTING CIRCUIT
- MONITORING RADIO - USE EXISTING
- KITCHEN HOOD VENDOR WILL NEED TO TERMINATE WIRING INTO THE ANSUL EQUIPMENT
- CUSTOMER'S ELECTRICIAN WILL PROVIDE AND INSTALL ALL ELECTRICAL MATERIAL AND CONDUIT
- INSTALLATION OF DUCT SMOKE DETECTORS - NO HVAC INFORMATION
- FIRE CAULK, PATCH & PAINT

PERMIT:

PERMIT, PLAN REVIEW AND INSPECTION FEES ARE NOT INCLUDED IN PRICE

Proposed Total excludes any and all city fees or permit fees unless stated otherwise
** By signing this proposal you agree to all terms and conditions as outlined below **

Proposed Total: \$18,932.40

Authorized Signature: _____ Date: _____
Print Name: _____ PO #: _____



JCs Fire Alarm Conduit

Item availability and in-store pricing is based on the Bartlett store.

Items: 12
Order Subtotal: \$1,350.88

Item	Description	Qty	How To Get It	Price
	Unbranded 1 in. x 4 in. x 8 ft. Premium Kiln-Dried Square Edge Whitewood Common Board SKU # 914681 Model # 914681 Internet # 100023465	4	<input checked="" type="checkbox"/> Shipping unavailable <input checked="" type="checkbox"/> Pick it up today 208 In Stock Aisle: 24 Bay: 005	\$4.98
	Grip-Rite #6 x 1-5/8 in. #2 Phillips Bugle Head Coarse Thread Drywall Screw 1 lb. Box SKU # 479666 Model # 158CDWS1 Internet # 100112584	1	<input checked="" type="checkbox"/> Shipping unavailable <input checked="" type="checkbox"/> Pick it up today 494 In Stock Aisle: 17 Bay: 014	\$4.98
	USG Sheetrock Brand 4.5 gal. All Purpose Ready-Mixed Joint Compound SKU # 258725 Model # 380501 Internet # 100321605	1	<input checked="" type="checkbox"/> Shipping unavailable <input checked="" type="checkbox"/> Pick it up today 905 In Stock Aisle: 18 Bay: 013	\$20.58
	USG Sheetrock Brand 2-1/16 in. x 250 ft. Paper Drywall Joint Tape SKU # 258423 Model # 382175 Internet # 100321613	1	<input checked="" type="checkbox"/> Shipping unavailable <input checked="" type="checkbox"/> Pick it up today 400 In Stock Aisle: 18 Bay: 003	\$3.81
	USG Sheetrock Brand 5/8 in. x 4 ft. x 8 ft. EcoSmart Firecode 30 Drywall SKU # 1002406807 Model # 14116608 Internet # 301403453	2	<input checked="" type="checkbox"/> Shipping unavailable <input checked="" type="checkbox"/> Pick it up today 373 In Stock Aisle: 18 Bay: 002	\$12.73
	Wheatland Tube 3/4 in. x 10 ft. Electrical Metallic Tubing (EMT) Conduit SKU # 203114 Model # 0550110000 Internet # 202068040	70	<input checked="" type="checkbox"/> Shipping unavailable <input checked="" type="checkbox"/> Pick it up today 210 In Stock Aisle: 46 Bay: 001	\$9.68 <small>Valid Through: 2023-04-03 to 9999-12-30</small>
	Steel City 4 in. 30.3 cu. in. Metallic Square Box SKU # 434981 Model # 521711234EW-25R Internet # 202590467	70	<input checked="" type="checkbox"/> Shipping unavailable <input checked="" type="checkbox"/> Pick it up today 177 In Stock Aisle: 46 Bay: 010	\$2.97

Item	Description	Qty	How To Get It	Price
	Rust-Oleum Professional 15 oz. High Performance Enamel Gloss Safety Red Spray Paint SKU # 163484 Model # 7564838 Internet # 100196249	8	<input checked="" type="checkbox"/> Shipping unavailable ✔ Pick it up today In Stock Aisle: 3 Bay: 012	Was \$9.98 \$8.98 Save \$1.00 (10.0%)
	Halex 3/4 in. Electrical Metallic Tube (EMT) Set-Screw Coupling (25-Pack) SKU # 933020 Model # 12401B Internet # 202077154	11	<input checked="" type="checkbox"/> Shipping unavailable ✔ Pick it up today In Stock Aisle: 46 Bay: 011	\$9.63
	Grip-Rite #6 x 1-5/8 in. #2 Phillips Bugle Head Coarse Thread Gold Screws 1 lb. Box SKU # 832189 Model # 158GS1 Internet # 100187712	2	<input checked="" type="checkbox"/> Shipping unavailable ✔ Pick it up today In Stock Aisle: 17 Bay: 018	\$8.98
	Halex 3/4 in. Standard Fitting Electrical Metallic Tube (EMT) 1-Hole Straps (20-Pack) SKU # 403695 Model # 26152 Internet # 100191266	12	<input checked="" type="checkbox"/> Shipping unavailable ✔ Pick it up today In Stock Aisle: 46 Bay: 011	\$6.92
	Halex 3/4 in. Electrical Metallic Tube (EMT) Set-Screw Connectors (25-Pack) SKU # 853851 Model # 62707B Internet # 100584735	7	<input checked="" type="checkbox"/> Shipping unavailable ✔ Pick it up today In Stock Aisle: 46 Bay: 011	\$15.98

Items: 12
Order Subtotal: **\$1,350.88**



**VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION
DRAFT MINUTES
February 10, 2025**

1. CALL TO ORDER

Chairman Kubaszko called the regular meeting of the February 10, 2025 Economic Development Commission (EDC) of the Village of Bartlett to order at 7:00 PM

2. ROLL CALL

PRESENT: Commissioners Kubaszko, Gorski, Lewensky, Suffern, Perri, Erickson, and Gudenkauf

ABSENT: Commissioner Densford

ALSO PRESENT: Economic Development Coordinator Tony Fradin, Assistant Village Administrator Scott Skrycki

3. APPROVAL OF November 11, 2024, MEETING MINUTES

Motion by Gorski, Seconded by Suffern

MOTION CARRIED

4. PUBLIC COMMENT

None

5. JC'S MEXICAN RESTAURANT BEDA REQUEST

Mr. Fradin provided background of JC's Mexican Restaurant, which has been located at 130 W. Bartlett Avenue for the past eighteen years. The business is run by mother and son Luz and Luis Alvarez. It is a quintessential unique-to-Bartlett small business. They own the property.

JC's is updating its facility to improve workflow and better service the new rear patio area. As part of its renovation, JC's is required to upgrade the fire alarm system to meet current Code requirements.

They are in the process of renovating the interior of the restaurant and will soon reopen the business, which has been closed for the past several months.

The applicant submitted the attached quotes totaling \$20,283 including an estimate of \$18,932 from United States Alliance Fire Protection, Inc., plus an additional \$1,350 for



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION
DRAFT MINUTES
February 10, 2025

materials from Home Depot. They have estimated some additional labor costs, bringing the project estimate to \$21,742.

Tony reported this is the first BEDA application submitted this fiscal year and noted the importance of fire safety, in particular for restaurants, which have a higher risk for fires than most other types of businesses.

Staff recommended a fifty percent grant when the project is completed. Tony introduced the owner's son, Luis Alvarez.

Mr. Alvarez described JC's remodeling project, stating that they were not able to work with the existing fire alarm system, as it was too old to meet current standards. Fire Code requires an entire new panel, wiring and conduit. He added that the labor cost is an estimate since his brother-in-law will be assisting him with the conduit, and he would like to compensate him for his labor.

Commissioner Gorski asked if doing the work, themselves, will meet Code requirements since the village requires licensed electrical contractors. Mr. Alvarez replied that both Mr. Heimbecker and the village's building director, Mr. Komorowski, confirmed that there is no such requirement for running the conduit, and the fire alarm company will be doing all the electrical work and wiring.

Commissioner Perri asked Mr. Alvarez to address the outdoor seating at the rear of the restaurant, since this project is to improve workflow and better serve the area. He also asked where patrons prefer to sit, in front or in back. Mr. Alvarez responded that when customers ask to sit outside, he asks if they prefer to sit in front or in back. He added that sitting in the new rear patio is quieter and more private, while many customers prefer sitting in the busier front area.

Commissioner Perri asked if JC's anticipates an increase in business resulting from this project. Mr. Alvarez responded that is their intention. The restaurant has a small dining room and there is limited seating in front of the building. They nearly double their seating capacity with the seating in the rear of the building and will be promoting that option more this coming spring and summer.

Commissioner Perri asked if JC's will be hiring additional staff to support this expansion. Mr. Alvarez replied, "Yes." They lost some employees while the restaurant was closed for the past several months, but they retained their cook and anticipate hiring additional servers as they reopen for business.

Commissioner Erickson asked when they are scheduled to install the new alarm system and reopen for business. Mr. Alvarez responded that they intend to reopen next week, and they intend to install the new alarm system in about three weeks. Mr. Heimbecker



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION
DRAFT MINUTES
February 10, 2025

has agreed to allow them to reopen since they have plans for the new alarm system submitted and a contract to have it installed. Their goal is to reopen by Valentine's Day.

Commissioner Suffern noted that he is very proud to have JC's Mexican Restaurant as neighbors. He commended their perseverance for being open all these years. Mr. Alvarez responded that it is thanks to his mother. She is the star of the show. He and his sister help.

Commissioner Erickson stated this is a great investment in their property and made a motion to approve a fifty percent BEDA grant, based on the village's final approval of eligible costs. She urged JC's to join the Bartlett Area Chamber of Commerce.

Motion by Commissioner Erickson, Seconded by Commissioner Suffern, to approve a fifty percent rebate (approximately \$10,871) to JC's Mexican Restaurant upon completion of the installation of their new fire alarm system.

Motion carried by a unanimous roll call vote.



Agenda Item Executive Summary

AGENDA ITEM: 2026 Annual Meeting Notice

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$ N/A Budgeted \$ N/A

Fund: N/A

EXECUTIVE SUMMARY

In conformance with the Illinois Open Meeting Act, attached is the 2026 Annual Meeting Notice.

ATTACHMENTS (PLEASE LIST)

Memo

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

I move to approve the attached Annual Meeting Notice.

Staff: Lorna Giles, Village Clerk

Date: December 5, 2025



THE VILLAGE
OF
BARTLETT

VILLAGE PRESIDENT
Daniel H. Gunsteen

ADMINISTRATOR
Paula Schumacher

VILLAGE CLERK
Lorna Gilles

TRUSTEES
John M. Battermann
Raymond H. Deyne
Stephanie Z. Gandsey
Adam J. Hopkins
Joseph W. LaPorte
Renée Suwanski

TO THE EDITOR: Daily Herald, Courier News, Chicago Tribune, Chicago Sun Times
SUBJECT: 2026 Annual Meeting Notice
DATE: December 5, 2025

In conformance with the Illinois Open Meetings Act, please be advised that the following is a list of 2026 regularly scheduled meetings.

Location: Council Chamber of Village Hall

Village Board 1st & 3rd Tuesday at 7:00 PM
Exceptions
January 20th to January 13th
No Meeting on August 4th (NNO)
November 3rd to November 10th

Committee of the Whole

- Building and Zoning
- Community and Economic Development
- Finance
- License and Ordinance
- Police and Health
- Public Works and Golf

Planning and Zoning Commission 1st Thursday at 7:00 PM

Community and Economic Affairs Commission 2nd Monday at 6:00 PM

Bike and Run Plan Advisory Committee
Thursday, March 26 at 3:00 PM
Thursday, June 25 at 3:00 PM
Thursday, September 24 at 3:00 PM
Thursday, December 31 at 3:00 PM

Location: 2nd Floor Training Room of Village Hall
Police Pension Board

Thursday, February 19 at 2:00 PM
Thursday, May 21 at 2:00 PM
Thursday, August 20 at 2:00 PM
Thursday, November 19 at 2:00 PM

Location: Police Department
Board of Police & Fire Commissioners

1st Tuesday at 3:00 PM

You will be notified of any special, reconvened, rescheduled or cancelled meetings throughout the year.

Sincerely,
Lorna Gilles
Village Clerk

villageclerk/2026/annualmeetingschedule



Agenda Item Executive Summary

AGENDA ITEM: Liquor License Creation Class A- Fiamma Napoletana Inc. **BOARD OR COMMITTEE:** Board

BUDGET IMPACT

Amount	\$	Budgeted	\$
Fund:		Corresponding Activity Measure:	

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. The application was submitted by Fiamma Napoletana Inc. doing business as Fiamma Napoletana at 778 W. Bartlett Rd. The village attorney has reviewed approved all the appropriate documents.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 11/13/2025, Ordinance, Class A Liquor License Application, Business License Application, Corporate Documentation, Proof of Insurance, Surety Bond, Floor Plan, Lease, Liquor Manager Application, Basset Training Certificate, Memo from Police Department

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Ordinance 2025-____ An Ordinance Amending Title 3, Chapter 3 of the Bartlett Municipal Code Regarding the Number of Class A Liquor Licenses.

Staff: Samuel Hughes
Assistant to the Village Administrator

Date: 11/13/2025

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Assistant to the Village Administrator
Date: November 13, 2025
Re: Liquor License Creation Class A- Fiamma Napoletana Inc.

Attached 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.

The application was submitted by Fiamma Napoletana Inc. doing business as Fiamma Napoletana at 778 W. Bartlett Rd. 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.

The village attorney as reviewed and approved all the appropriate documentation submitted by the requester.

Motion:

I move to approve Ordinance 2025-____ An Ordinance Amending Title 3, Chapter 3 of the Bartlett Municipal Code Regarding the Number of Class A Liquor Licenses.

ORDINANCE 2025-_____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 3 OF THE BARTLETT MUNICIPAL CODE REGARDING THE NUMBER OF CLASS A LIQUOR LICENSES

WHEREAS, pursuant to the Illinois Liquor Control Act of 1934, the Village has the power by general ordinance or resolution to determine the number, kind, and classification of licenses for the sale of alcoholic liquor not inconsistent with the Liquor Control Act, and to establish such further regulations and restrictions upon the issuance of and operations under local licenses not inconsistent with law as the public good and convenience may require, 235 ILCS 5/4-1, *et seq.*; and

WHEREAS, Section 3-3-2 of the Bartlett Municipal Code provides that in the event a liquor license shall lapse, be revoked, or is terminated in any manner, the authorized number of licenses issued in that classification shall be automatically reduced accordingly without further action by the village board; and

WHEREAS, the current number of authorized Class A liquor licenses is 25; and

WHEREAS, the Corporate Authorities of the Village desire to increase the number of authorized Class A liquor licenses as set forth in this Ordinance.

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

SECTION ONE: AMENDMENT TO SUBSECTION 3-3-2-1(C). That Subsection 3-3-2-1(C), of Chapter 3 of Title 3 of the Bartlett Municipal Code is hereby amended to read as follows:

“C. Number Issued: The number of Class A licenses shall be limited to 26.”

SECTION TWO: 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 THREE: 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 FOUR: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 16, 2025

APPROVED: December 16, 2025

Daniel H. Gunsteen, 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 2025-_____ enacted on December 16, 2025 and approved on December 16, 2025 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



LQ-25-11

Liquor License

Status: Active

Submitted On: 7/29/2025

Primary Location

778 W BARTLETT RD
BARTLETT, IL 60103

Owner

GMT GROUP LLC
940 AUBURN LN BARTLETT, IL
60103-4570

Applicant

Lenin Salgado
 773-474-8316
 dmurkowski@yahoo.com
 778 W Bartlett Road
Bartlett, Illinois 60103

Business Information

Do you have or have you already submitted a general business license application?*

No

Is this a renewal or new liquor license application?*

New application

Name of Business (DBA)*

Fiamma Napoletana Inc

Entity Type*

Corporation

Corporation or LLC Name*

Fiamma Napoletana Inc

Corporation Registered Agent*

Lenin Salgado

Date Corporate Charter was issued*

05/07/2025

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

—

Business Phone Number*

7734748316

Primary Business Email Address*

dmurkowski@yahoo.com

Federal Employer Identification Number*

_*8227

Retailer Occupational/Sales Tax Number*

4580-9542

Nature of Business*

Restaurant

Number of Employees*

8

Floor Plan 



No File Uploaded

Certificate of Good Standing* 



Certificate of Good Standing.pdf

Articles of Incorporation* 



Fiamma Napoletana Inc Articles of Incorporation.pdf

Have you or will you be applying for a video gaming license?*

No

Corporate Officers

Name*

Emilia Perez

Residential Address*

925 South Country Lane Mount Prospect IL 60056

Corporate Role* 

Officer

Birth date*

02/25/1981

Percentage of total stock held*

50

Name*

Lenin Salgado

Residential Address*

925 South Country Lane Mount Prospect IL 60056

Corporate Role* 

Officer

Birth date*

04/12/1969

Percentage of total stock held*

50

Additional Business Information

Copy of Deed or Lease* 



COMMERCIAL_LEASE_778_W._
Bartlett_Rd_Execution_Ready.d
ocx (1).pdf

Certificate of Registration 



No File Uploaded

Copy of County Health Permit* 



To whom it may concern.docx

Other Locations* 

None

Previous Addresses* 

None

Has your business license ever been revoked?* 

No

Criminal History* ?

None

Municipal Violation History* ?

None

Consumer Fraud Complaint* ?

None

Specify the dollar value of goods, wares, and merchandise now on hand*

0

Liquor License Application

Descriptions of the various liquor license types can be found at Barlett Municipal Code - Chapter 3. If you have additional questions, call 630-837-0800. Additionally, if you intend to offer video gaming, you must also request a combination of liquor license and Class V or VC. Information on these designations can be viewed in this ordinance.

Type of Liquor License Requested*

Class A

Does applicant seek a liquor license on the premises as a full-service restaurant or video cafe?*

Full-service restaurant

Will the menu include at least 15 food items?*

Yes

What is the seating capacity of venue?*

65

Do you anticipate that 30% or more of your revenue will come from gaming?*

No

Has any manufacturer, distributor or importing distributor directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value, or any credit (other than merchandising credit in the ordinary course of business for a period not to exceed 30 days) or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business?*

No

Is the applicant engaged in the manufacture of alcoholic liquors?*

No

Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors?*

No

Has any Officer, Director, or Manager of said Corporation or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of any felony under any Federal or State law? *

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of a violation of any Federal, State or Local law within the last 10 years?*

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of being the keeper of a house of ill fame, or of pandering or other crime or misdemeanor opposed to decency and morality? *

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever permitted an appearance bond forfeiture of any of the violations mentioned above?*

No

Has the Corporation (Applicant) or any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, made application for a similar license for this period for any premises other than those described above? *

No

Is any law enforcing Official, Mayor, Alderman, Member of the City Council or Commission, Member of the Village Board of Trustees, or member of a County Board, directly or indirectly interested in the business for which license is sought? *

No

Each applicant must designate at least one individual who shall serve as Liquor Manager for the applicant. Please supply the following information:

Name of Liquor Manager*

Emilia Perez

Home address:*

925 S Country Lane Mount Prospect IL
60056

Position held by the Liquor Manager in the business*

Manager

? Has the Liquor Manager been finger printed for the purpose of this application?*

Yes

Has the Liquor Manager been fingerprinted by the Bartlett Police Department?*

Yes

Date fingerprinted:*

07/18/2025

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*

Lenin Salgado

Primary contact phone number*

773-474-8316

Secondary contact*

Emilia Perez

Secondary contact phone number*

773-981-2029

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*

Lenin Salgado
Jul 29, 2025

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-25-72

General Business License

Status: Active

Submitted On: 7/29/2025

Primary Location

778 W BARTLETT RD
BARTLETT, IL 60103

Owner

GMT GROUP LLC
940 AUBURN LN BARTLETT, IL
60103-4570

Applicant

Lenin Salgado
 773-474-8316
 dmurkowski@yahoo.com
 778 W Bartlett Road
Bartlett, Illinois 60103

Business Information

Name of Business (DBA)*

Fiamma Napoletana Inc

Entity Type*

Corporation

Corporation or LLC Name*

Fiamma Napoletana Inc

Corporation Registered Agent*

Lenin Salgado

Business Phone Number*

773-474-8316

Primary Business Email Address*

778 W Bartlett Rd Bartlett IL 60103

Federal Employer Identification Number*

_*8227

Sales or Occupational Tax Number*

4580-9542

Nature of Business*

Restaurant

Does this business have a grease trap?*

Yes

How often is the grease trap cleaned?*

Monthly

Number of Employees*

8

Floor Plan 



No File Uploaded

Certificate of Good Standing 



Certificate of Good Standing.pdf

Corporate Officers

Name*

Lenin Salgado

Residential Address*

925 County Rd, Mount Prospect IL

Corporate Role* 

Officer

Date of birth*

04/12/1969

Percentage of total stock held*

50

Name*

Emilia Perez

Residential Address*

925 County Rd, Mount Prospect IL

Corporate Role* 

Officer

Date of birth*

02/25/1981

Percentage of total stock held*

50

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* [?](#)

None

Previous Addresses* [?](#)

None

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 

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*

Lenin Salgado

Primary contact phone number*

773-474-8316

Secondary contact*

Emilia Perez

Secondary contact phone number*

773-981-2029

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*

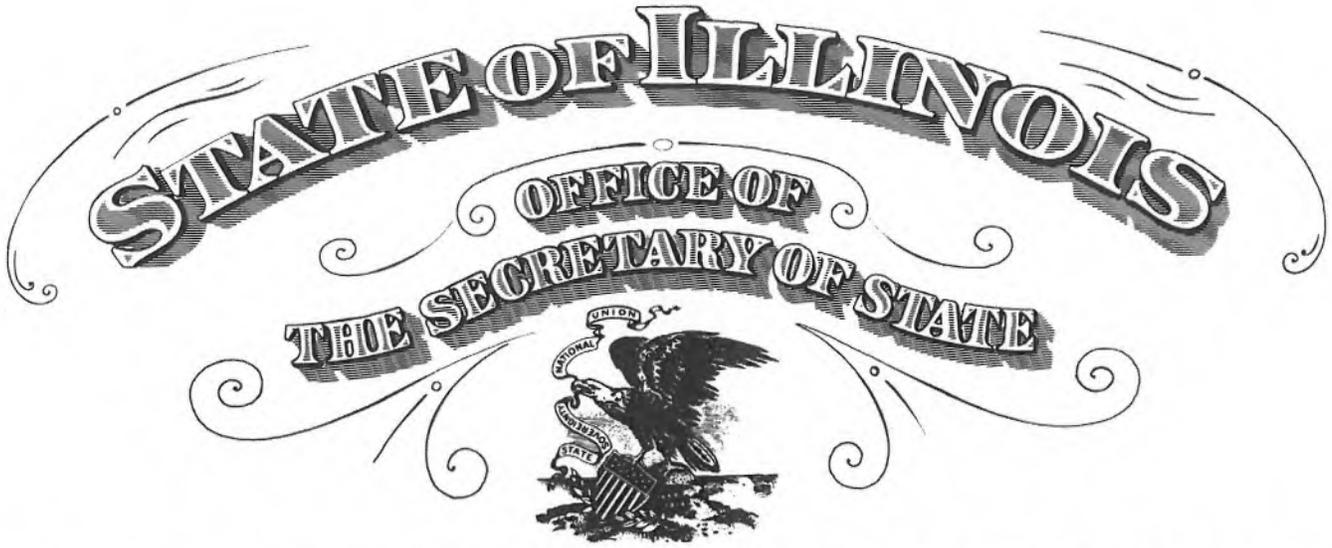
Lenin Salgado
Jul 26, 2025

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.



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

FIAMMA NAPOLETANA INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 07, 2025, 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 24TH day of JULY A.D. 2025 .

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

Filing Fee: \$150

File #: 75164645

Approved By: PJW

FILED

MAY 07 2025

Alexi Giannoulis
Secretary of State

1. Corporate Name: FIAMMA NAPOLETANA INC.

2. Initial Registered Agent: LENIN SALGADO
First Name Middle Initial Last Name

Initial Registered Office: 778 W BARTLETT RD
Number Street Suite No.
BARTLETT IL 60103-4482 COOK
City ZIP Code County

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

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	100	100	\$ 100

NAME & ADDRESS OF INCORPORATOR

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

Dated MAY 07, 2025
Month & Day Year

LENIN SALGADO
Name

778 W BARTLETT RD
Street

BARLETT IL 60103
City/Town State ZIP Code

COMMERCIAL BUILDING LEASE

THIS LEASE AGREEMENT ("Lease" or "Agreement") dated as of April 14th, 2025 between GMT Group, LLC, an Illinois limited liability company (hereinafter referred to as "Lessor") and .FIAMMA NAPOLETANA INC., an Illinois Corporation (hereinafter referred to as "Lessee")

WITNESSETH

Article 1. **PREMISES.**

Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Lessee, hereby leases to Lessee the real estate commonly known as 778 W Bartlett, Bartlett, IL 60103 and legally described and depicted in Exhibit 1 attached hereto and made a part hereof together with the benefit of all easements appurtenant thereto, (hereinafter referred to as the "Leased Premises"). The Leased Premises is a Commercial Condominium.

Article 2. **COMMENCEMENT DATE: TERM.**

The term (the "Initial Term") of this Lease shall be for a period commencing on the date of Lessor's delivery of possession of the Premises to Lessee (the "Commencement Date"), and ending and expiring on the fifth anniversary of the Commencement Date (the "Termination Date"), unless sooner terminated or extended as provided in this Lease. Unless otherwise set forth in the Lease, Lessee's liability for Rent (hereafter defined) commences on the date which is the earlier of (the "Rent Commencement Date"): (i) the date Lessee is open for business or (ii) sixty (60) days after the Commencement Date. The Term of this Lease may be renewed as provided in Article 3 below. Promptly after the Rent Commencement Date has occurred, the parties shall fill out, execute and deliver the Supplement in the form attached hereto as **Exhibit 3.**

Article 3. **OPTIONS TO RENEW.**

Provided that the Lessee is not otherwise in default under this Lease, the Lessee shall have the following two (2) options (each a "**Renewal Option**"), to renew the term of this Lease:

First Renewal Option. To renew the term of this Lease for a period of five (5) additional consecutive years immediately following the expiration of the Initial Term (the "**First Renewal Term**").

Second Renewal Option. To renew the term of this Lease for a period of five (5) consecutive years immediately following the expiration of the First Renewal Term (the "**Second Renewal Term**").

Each Renewal Option must be exercised in succession by written notice to the Lessor given not more than 270 days, nor less than 180 days, prior to the expiration of the then-current term of this Lease, and failing to give such notice of renewal, all unexercised Renewal Options shall thereafter be deemed cancelled and revoked. Lessee shall have no right to exercise any Renewal Option if, at the time such exercise, the Lessee is then in default under this Lease, provided that Lessee has notice of any default and has had an opportunity to cure such default.

Article 4.1 **BASIC RENT.**

Lessee agrees to pay to Lessor, as rent for the Leased Premises (in addition to all other sums due hereunder) the following sums during the following months within the Term of this Lease. Months 1 through 60 reflect the Base Rent for the Initial Term, months 60-120 Base Rent during the First Renewal Option, and months 120-180 Base Rent during the Second Renewal Option. (The rent described in this paragraph 4.1 shall sometimes hereinafter be referred to as the "**Base Rent**").

Months	Annual Base Rent	Monthly Base Rent
1 through 60	\$47,920.00	\$3,993.33
60 through 120	\$50,316.00	\$4,193.00
120 through 180	\$52,831.80	\$4,402.65

1. All payments of the Base Rent, and all payments of Additional Rent (as provided for below), shall be made by Lessee to Lessor on or before the first day of each month during the Term hereof, without notice or demand, except as may be expressly required in this Lease, and without abatement, deduction, set-off, discount or counterclaim.
2. If the Lessee seeks to sell or vacate the business, Lessor reserves the right to renegotiate the Base Rent amounts to reflect the going fair market value rate of rent for similar real estate in the area.
3. Each and all installment payments of the Base Rent, and all payments of Additional Rent, shall be paid in such coin and currency of the United States of America as at the time of payment or payments shall be legal tender for the payment of public and private debts and shall be made to, or upon the order of Lessor, at 940 Auburn Lane, Bartlett, IL 60103 or at such other place or place as Lessor may from time to time in writing designate. Lessor reserves the right to require the Lessee to make payment of all Base Rent and Additional Rent via electronic transfer to Lessor's account as designated in such notice.
4. Equipment Additional Rent. Lessee also agrees to pay Equipment Additional Rent in the amount of \$300.00 per month as payment for equipment and furniture, beginning on the Rent Commencement Date and continuing for the term of sixty (60) months until a total

of \$18,000 in Equipment Additional Rent has been paid. In the event that the Lease terminates prior to the full \$18,000 being paid, then the balance of the remaining balance of the Equipment Additional Rent shall become immediately due and payable from the Lessee to the Lessor. If Lessee chooses to leave the equipment and furniture at the Leased Premises and not remove it, then the Lessee shall not be responsible for any unpaid balance of the Equipment Additional Rent.

5. The Base Rent, Additional Rent and Equipment Additional Rent herein provided for shall sometimes be collectively called the "Rent".

Article 4.2 **SECURITY DEPOSIT.**

Upon execution of this Lease, Lessee shall deposit with Lessor the sum of **\$5,560.00**, which shall be held by Lessor as a security deposit (the "Security Deposit") for the full and faithful performance by Lessee of each and every term, provision, covenant, and condition of this Lease.

Lessor may (but shall not be required to) use, apply, or retain the whole or any part of the Security Deposit to the extent required for the payment of any rent or other sum as to which Lessee is in default, or for any sum which Lessor may expend or be required to expend by reason of Lessee's default.

If Lessee performs all of Lessee's obligations under this Lease, the Security Deposit or any balance thereof shall be returned to Lessee within thirty (30) days following the expiration of the Lease term and surrender of possession of the Premises.

Article 4.3 **ADDITIONAL RENT.**

For each Lease Year beginning at the Rent Commencement Date Lessee shall pay, as "Additional Rent", \$7.85 per square foot. The Leased Premises consists of 2,396 square feet. The Additional Rent, payable monthly in the amount of One Thousand Five Hundred Sixty Eight (\$1,568.00), includes), includes the monthly Condominium Association Fee, the Leased Premises real estate taxes and trash removal. Additional Rent shall also include the Operating Expenses as herein defined.

All amounts required or provided to be paid by Lessee under this Lease in addition to Base Rent shall be deemed Additional Rent, and the failure to pay the same shall be treated in all events as the failure to pay rent.

The term "Operating Expenses" shall mean and include all expenses, costs, fees and disbursements paid or incurred (determined for each year on an cash basis) by or on behalf of Lessor for owning, managing, operating, maintaining and repairing the Leased Premises and the Land and the personal property used in conjunction therewith, including (without limitation) the cost of service or the like, including, without limitation, parking lot and driveway repair, sealing, striping, snow and ice removal, landscaping, lighting and maintenance, repair, installation, and service costs associated

therewith, steam, water, gas, fuel, heating, lighting, air-conditioning, window cleaning, common area janitorial service, insurance, including but not limited to fire, extended coverage liability, workmen's compensation, or any other insurance applicable to the Leased Premises carried by the Lessor. Lessor shall pay directly the service providers of the fire and burglar alarm service, which services are part of the Additional Rent figure above. Lessee shall be responsible for reimbursing Lessor for any periodic charges related to the recharging of fire extinguishers (and similar expenses paid by Lessor) and Lessee shall reimburse Lessor as Additional Rent within 10 (ten) days of being invoiced, which invoice shall include copies of the original bills.

Operating Expenses shall not include the following: (a) depreciation; (b) interest on and amortization of mortgages and any recording or mortgage tax or expense tenants of the building or made in order to prepare space for occupancy by a new tenant; (d) brokerage commissions; (e) financing costs; (f) the cost of repairs or restoration necessitated by fire or other casualty or any condemnation; (g) franchise taxes and income taxes of Lessor; (h) advertising and promotional expenses of the Project and any artwork or similar decoration in common areas; (i) managing agents' fees or commissions in excess of the rates then customarily charges for building management of buildings of like class and character, and auditing fees, other than auditing fees in connection with the preparation of statements required pursuant to Additional Rent or lease escalation provisions; (j) the cost of any additions to a Building or the Project; the cost of any alterations, additional, changes, replacements, improvements and repairs and other items which, under generally accepted accounting and auditing principles consistently applied as pertaining to the real estate industry, are properly classified as capital expenditures, regardless of whether such capital repairs are covered by insurance; Further notwithstanding anything to the contrary contained herein, Lessor will not collect or be entitled to collect Operating Expenses from Lessee in excess of one hundred percent (100%) of the Operating Expenses actually paid by Lessor in connection with the Operation of the Leased Premises.

Article 5. **USE OF PREMISES.**

1. Subject to the succeeding paragraphs of this Article 5, and to the other provisions of this Lease, including, without limitation, as stated below, Lessee may use the Leased Premises only for the purpose of operating a restaurant and related uses that are not prohibited by the laws and regulations of the State of Illinois.
2. Lessee agrees that, at all times during the term of this Lease, Lessee's use and occupancy of the Leased Premises shall conform to and comply with, at its own expense, all laws, ordinances and governmental regulations applicable to the Leased Premises including, but not limited to, all zoning ordinances, building codes and all pollution control laws, regulations and ordinances, and to any and all recorded covenants and restrictions applicable to the Premises and the conduct of Lessee's business therein shall at all times be in conformity with the requirements of all carriers of insurance on the Leased Premises.

3. Lessee will not allow the Leased Premises to be used for any purpose which will invalidate any insurance or increase the rate of such insurance, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not permit the Leased Premises to be used for any unlawful purpose or for any purpose which constitutes a public or private nuisance or for any purpose that will injure the reputation of Lessor or increase the fire hazard of the Leased Premises, or discharge any pollutants into the sanitary sewage or storm sewer systems of the Leased Premises in contravention of applicable laws, ordinances or regulations, or disturb the neighborhood, and will not permit the Leased Premises to remain vacant or unoccupied for more than ten (10) consecutive days nor permit any alteration of or addition to any part of the Leased Premises, except as, and to the extent herein provided.
4. Lessee shall not commit, nor shall Lessee permit the committing of, any waste, nuisance, the emitting of any objectionable noise or odor, in or on the Leased Premises.

Article 6. **TAXES AND ENCUMBRANCES.**

Lessor shall at its option have the right (but shall not be obligated so to do) to pay any taxes, assessments or other charges or impositions not paid by Lessee, and the amounts so paid, including reasonable expenses and attorney's fees, shall be so much Additional Rent due at the next rental payment day after such payments together with interest as hereinafter provided.

Notwithstanding anything herein contained to the contrary, Lessee shall not be required to pay any taxes, assessments, tax liens or other impositions or charges upon or against the Leased Premises, or any part thereof, nor shall Lessor have the right to pay the same, so long as Lessee shall, in good faith and with due diligence, contest the same or the validity thereof by appropriate legal proceedings which shall have the effect of preventing the collection of the tax, assessment, tax lien or other imposition or charge so contested and the same or forfeiture of the Leased Premises or any part thereof or any interest therein to satisfy the same, and provided that, pending any such legal proceedings Lessee shall deposit and keep on deposit with Lessor security, and from time to time shall deposit and keep on deposit with Lessor additional security (if any), in such form and amount as Lessor may reasonably require to insure payment of the amount of such tax, assessment, tax lien or other imposition or charge, and all interest and penalties thereon. Such security shall be held by Lessor until the Leased Premises shall have been released and discharged from any such tax, assessment, tax lien or other imposition or charge, and shall thereupon be returned to Lessee less the amount of any loss, cost, damage and reasonable expenses that Lessor may sustain in connection with the tax, assessment, tax lien or other charge so contested; provided, however, that if Lessee fails to prosecute such contest with due diligence, or fails to make or maintain deposits as above provided, Lessor may use the security so deposited to pay the same.

Article 7. **INSURANCE**

Lessor shall maintain all risk property insurance covering the full replacement cost of the Leased Premises, less a commercially reasonable deductible if Lessor so chooses (with such insurance being hereinafter called the “**Premises Property Damage Insurance**”).

Lessor may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, commercial liability insurance, flood insurance, and rent loss insurance. The premiums with respect to such Premises Property Damage Insurance shall be paid by Lessee as Additional Rent and deposited with Lessor as provided in the paragraph above. At Lessor’s election, the Premises Property Damage Insurance may be included in a blanket policy (in which case the cost of such insurance allocable to the Premises will be determined by Lessor based upon the insurer's cost calculations). Lessee shall also reimburse Lessor for any increased premiums or additional insurance which Lessor reasonably deems necessary as a result of Lessee's use of the Premises.

1. As of the Commencement Date of this Lease and at all times during the term of this Lease, Lessee, as Additional Rent, shall, with respect to the Leased Premises and Lessee's business operation thereon, procure and maintain, at Lessee's sole cost and expense, a policy or policies of insurance expressly insuring Lessor, Lessor's beneficiaries, Lessor's present or future mortgagees and Lessee as their respect interests may appear as follows:
 - a. Comprehensive General Public Liability Insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the Leased Premises, with a combined single limit of liability not less than TWO MILLION AND NO/100 DOLLARS.
 - b. Casualty damage insurance insuring against loss or damage to the Leased Premises and all appurtenances thereto caused by fire, explosion, windstorm, malicious mischief, vandalism and all other insurable casualties customarily insured in a full and complete all-risk policy of insurance, for not less than one hundred percent (100%) of the full replacement cost thereof. "**Full replacement cost**", for purposes of this provision, shall be determined at the commencement of the term hereof and, at Lessor's option, shall be redetermined every two (2) years thereafter. If the parties are unable to agree on such full replacement cost, the same shall be determined by an insurance appraiser selected and approved by Lessor and paid by Lessee. The appraiser shall submit a written report of his appraisal and, if said report shows that the Leased Premises are not insured as herein required, Lessee shall promptly obtain such additional insurance as is required.

2. With respect to the aforementioned policies of insurance which Lessee is required to procure and maintain hereunder:
 - a. Each such policy shall contain an agreement or endorsement that it will not be cancelled by the insurer without at least thirty (30) days prior written notice to Lessor.
 - b. The original of each such policy, together with satisfactory evidence of the payment of the premiums therefor, shall be deposited with Lessor not less than ten (10) days prior to the Commencement Date and not less than thirty (30) days prior to the date of each subsequent renewal of such policy.
 - c. If Lessee furnishes any insurance in the form of a Blanket Policy, it will furnish satisfactory proof that such Blanket Policy complies in all respect to the provisions of this Lease and the coverage which would be provided under a separate policy covering only the Leased Premises.
 - d. Each such policy shall be issued by insurers of recognized responsibility licensed to do business in the State of Illinois with a AAA rating or better and acceptable to Lessor.
3. Lessee will not do, suffer or permit any acts or omissions, whether upon the Leased Premises or otherwise, which might increase the risk of loss or premiums payable on said policies or would result in voiding or impairing the obligations of the underwriters under such policies of insurance.
4. If Lessee fails to comply with the provisions of this Article 7, Lessor may obtain such insurance and keep the same in effect and Lessee shall pay to Lessor the premium costs thereof upon demand as Additional Rent. Lessee shall, upon notice by Lessor, make monthly deposits with Lessor of such insurance premiums.
5. Lessor and Lessee agree to use their best efforts to have all fire and extended coverage and other property damage insurance which may be carried with respect to the Leased Premises or the contents thereof to be endorsed with the clause which reads substantially as follows:

"This insurance shall not be invalidated should the insured waive in writing prior to a loss any and all rights of recovery against any party for loss occurring to the property described herein."

Lessor and Lessee each hereby waive all claims for recovery or from the other or rights of subrogation against the other for any loss or damage to the Leased Premises except as may

be otherwise provided in this Lease or to the contents of the building located on said Leased Premises where such loss or damage is insured by a valid and collectible insurance policy but only to the extent of any amount recovered from such insurer with respect to such loss; subject to the condition that this waiver shall be effective only when this waiver is permitted by such insurance policy and does not invalidate same.

Article 8. **CONDITION, MAINTENANCE AND REPAIRS.**

1. Lessee acknowledges that Lessee has examined the condition of the Leased Premises and agrees to take possession of the same on an "as is" basis. As of the date of commencement, the HVAC, kitchen hoods, water heater, and fire alarm have been recently serviced and are in working order. Lessee agrees that no other representations with respect to the condition of the Leased Premises or with respect to the condition of any plumbing, electrical, heating, ventilating, air-conditioning, cooling or refrigeration equipment or any other mechanical equipment or apparatus located in the Leased Premises have been made by Lessor or its agents, except as contained herein, and that Lessor shall not be bound by any promises to decorate, alter, repair, modify, maintain or improve the Leased Premises or any of the foregoing unless the same are contained herein or made a part hereof.
2. Subject to the provisions below, Lessee will, at its own expense, keep and maintain the structure and component parts and mechanical systems of the Leased Premises and surrounding improvements (including, without limitation, the repair and maintenance of the stove, fryer, kitchen hoods, filter changes for the kitchen hood, duct work from kitchen hood to roof, HVAC filters, the roof, walls, doors and windows, all interior plumbing equipment and water pipes, sewer and gas pipes, drains, fixtures, structures, landscaping, walkways and other unimproved areas, lighting, electrical, heating, air-conditioning, cooling and refrigeration equipment and all other equipment, apparatus and appurtenances to the Leased Premises) in good order, maintenance and repair, repairing or replacing any of same with materials of the same or better quality as originally used and causing said repairs to be done in a good and workmanlike manner, and will keep the Leased Premises in a clean, healthful and safe condition and in accordance and in compliance with all applicable laws, ordinances and other governmental regulations, orders and directions during the term of this Lease. Upon the termination of this Lease, in any way, Lessee will yield up the Leased Premises to Lessor in good condition and repair, ordinary wear and tear not otherwise required to be maintained or repaired by Lessee under the terms of this Lease excepted, and will deliver the keys therefor at the place of payment of rent. Should Lessee fail or neglect to make such repairs, restoration or replacement promptly with or without notice from Lessor to do so, Lessor shall have the right to make all such necessary repairs, restorations or replacements at Lessee's expense and the costs of such shall become Additional Rent payable in full on the first day of the month following the completion of such repairs, restoration or replacements.

3. Lessee as a part of Lessee's (and not in full and complete discharge of) obligation of maintenance and repair as set forth above:
 - a. Cause the kitchen hood, fire suppression system, hot water, heating, cooling and air conditioning systems on the Leased Premises (hereinafter sometimes called the "**Special Systems**") to be serviced, at least annually, by a third-party, reputable and recognized independent contractor regularly engaged in the business of servicing such equipment. Enter into a regularly scheduled preventive maintenance/service contract with a reputable maintenance contractor regularly engaged in servicing such equipment calling for said contractor to service all hot water, heating and cooling systems on the Leased Premises at least annually. The heating systems shall be serviced in September of each year during the term hereof and the cooling system in May of each year. Said contractor shall service all such equipment as suggested by the manufacturers thereof. The Lessee shall provide to Lessor proof that any such Special System was so maintained. Proof of the existence of such service contract and of the service rendered pursuant thereto, shall be provided by Lessee to Lessor upon request by Lessor.
 - b. Any damage to, or destruction of, or repairs or replacements necessary to the Leased Premises directly or indirectly occasioned by or attributable to any act or omission of Lessee or any agent, servant, employee, or invitee of Lessee shall be promptly repaired, restored or replaced by Lessee at Lessee's sole cost and expense. Should Lessee fail or neglect to make such repairs, restoration or replacement promptly with or without notice from Lessor to do so, Lessor shall have the right to make all such necessary repairs, restorations or replacements at Lessee's expense and the costs of such together with interest thereon as hereinafter provided, shall become Additional Rent payable in full on the first day of the month following the completion of such repairs, restoration or replacements.

Article 9. UTILITY CHARGES.

Lessee will, in addition to the rent above specified, pay all water and sewer charges, taxes or rents, heating and air conditioning energy costs, gas, electric, light, power bills, internet, television, and other utility bills levied or charged on the Leased Premises. Lessee shall also be responsible for the installation, upgrade and maintenance of the grease removal service. In case such utility bills shall not be paid within fifteen (15) days after demand by Lessor, Lessor shall have the right (but not the obligation) to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Leased Premises in a clean and healthy condition, as herein specified, are declared to be so much Additional Rent and shall be payable to Lessee with the installment of rent next due thereafter together with a late fee of fifteen percent (15%) of the total amount of same. Lessor shall

not be liable for damages, by abatement of rent or otherwise, for interruption or failure of, or delay in, furnishing any service or utility or for the breakdown or failure of any mechanical equipment located on the Leased Premises, all such services, utilities and equipment being the sole responsibility of Lessee. Water bill is billed bi-monthly to Lessor. Lessee will pay 90% of the total bill as Additional Rent to Lessor which invoice shall include copies of the original bills.

Article 10. **ALTERATIONS AND IMPROVEMENTS.**

1. Except as otherwise permitted below, Lessee shall not, during the term of this Lease, make any structural or non-structural alterations, modifications, additions or deletions to or from the Leased Premises (hereinafter "**Alterations**") whatsoever, without in each instance the prior written consent of Lessor. Lessor shall give reasonable consideration to any request of Lessee to make any such Alterations if Lessee first shall have strictly complied with the following terms and conditions:
 - a. Lessee shall furnish to Lessor plans, specifications and working drawings covering any and all such proposed Alterations, for approval by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed by Lessor, so long as (1) such plans, specifications, and working drawings comply with all applicable municipal ordinances, and the rules, regulations and requirements of proper municipal officers promulgated pursuant thereto, (2) the Alterations contemplated by such plans, specifications and working drawings will not, in the sole discretion of Lessor, cause the value or usefulness of the Leased Premises to diminish or impair the structural integrity of the Leased Premises, and (3) such Alterations will not, in Lessor's sole discretion, materially change the nature or character of the Leased Premises, will not decrease the desirability of said Leased Premises for future rental, and will not result in same not being in conformity with the existing zoning and building laws, codes, ordinances and regulations.
 - b. Lessee shall provide Lessor with all required permits, licenses and approvals issued by appropriate governmental units approving all Alterations to be completed.
 - c. Lessee shall provide Lessor with a schedule showing the total price of doing such Alterations and a detailed breakdown of all costs involved in such work.
 - d. Lessee shall provide Lessor with a contract with a bondable general contractor reasonably acceptable to Lessor, needing only Lessee's execution thereon to be binding, pursuant to which said contractor contracts to undertake the Alterations

shown in the plans and specifications described in subparagraph (a) hereof for the price described in the schedule provided pursuant to subparagraphs (c) hereof.

- e. Lessee shall have demonstrated to Lessor's satisfaction the source or sources of funds necessary to pay for such Alterations and shall, if requested by Lessor, deposit said funds into a construction escrow account established with Lessor for the payment of such Alterations, which trust shall be on terms reasonably accepted to Lessor.
 - f. Lessee shall furnish Lessor with certificates of insurance from all contractors performing labor or furnishing material insuring Lessor against any and all liability which may arise out of or be connected in any way with such Alterations.
2. Any such Alterations performed by Lessee shall be in quality at least equal to the original construction of the Leased Premises when the same was constructed, shall comply with all insurance requirements and shall comply with all applicable laws, regulations, ordinances and codes of all public authorities having jurisdiction thereover, and shall be done free and clear of all liens or claims for liens. Subject to paragraph 10.03 below, all such improvements resulting from such Alterations shall, at the termination or expiration of this Lease, become the property of Lessor and remain with the Leased Premises.
 3. At the termination of this Lease, whether by lapse of time or otherwise, without compensation, allowance or credit to Lessee, all improvements and Alterations made by Lessee shall be deemed to have merged with the premises and shall become a fixture that shall not be removed. If Lessor requests that any of such improvements or Alterations be so removed and Lessee refuses to do so, Lessor may remove or cause the removal of same and the expense to Lessor therefor, together with interest as hereafter provided shall become so much Additional Rent due hereunder.

Article 11. SIGNS.

Lessee may install exterior signs on the Leased Premises provided same are installed in such a manner so as not to cause damage to walls or structural members of the building and that same are in compliance with all local graphics, zoning and building ordinances.

Article 12. **DAMAGE OR DESTRUCTION.**

1. The Leased Premises shall be deemed to have suffered a "**Total Loss**" by reason of the occurrence of a casualty if the probable cost of repairing the damage caused thereby and restoring the Leased Premises to the condition it was in immediately prior to such casualty exceeds seventy percent (70%) of the fair market value of the Leased Premises as it existed immediately prior to such casualty (as reasonably determined by Lessor's architect or contractor). Any loss, the probable cost of repair and restoration of which is less than the aforesaid percentage of fair market value shall be deemed to be, and shall be hereinafter referred to as a "**Partial Loss**".
2. Upon the occurrence of a Total Loss or Partial Loss, all insurance proceeds payable with respect to such loss shall be paid over to Lessor as its sole and exclusive property and Lessee shall have no right thereto.
3. If the Leased Premises suffers a Total Loss then Lessor may elect:
 - a. To terminate this Lease as of the date of such loss by notice to Lessee given within sixty (60) days following the date of such loss; or
 - b. To repair, restore or rehabilitate the Leased Premises to substantially the condition it was in prior to the occurrence of said loss (such work being hereinafter referred to as a "**Restoration**") in which case this Lease should not terminate except as provided below.
4. If the Leased Premises shall suffer only a Partial Loss, Lessor shall be required to make Restoration.
5. As to any Restoration which Lessor undertakes pursuant to the paragraphs above:
 - a. Such Restoration shall be commenced upon the last to occur of (i) Lessor obtaining possession of the Leased Premises as provided in subparagraph 12.10 below and (ii) Lessor's receipt from the insurance carrier of the proceeds of insurance payable with regard to said Total Loss or Partial Loss (as the case may be);
 - b. Lessor and its agents and contractors shall diligently pursue the completion of the work required for the Restoration in a good and workmanlike manner and shall substantially complete same within a period (the "**Completion Period**") equal to:
 - i. One hundred eighty (180) days following the commencement of such Restoration plus

- ii. Such additional time as may be reasonably required by reason of construction delays caused by the occurrence of any Acts of God, riots, strikes, lockouts, boycotts, labor disturbances or other similar causes beyond the control of Lessor (herein called "**Reasons of Force Majeure**").
6. If Lessor shall fail to so complete the Restoration within the Completion Period, then Lessee, at Lessee's election and as Lessee's sole and exclusive remedy, may terminate this Lease as of the date of such Total Loss or Partial Loss (as the case may be) by notice given to Lessor not sooner than the end of said Completion Period.
7. If this Lease is not terminated by reason of any Total Loss or Partial Loss, then no Rent or other sums required to be paid by Lessee to Lessor hereunder shall abate, be apportioned or cease in whole or in part. If, however, this Lease is terminated, by reason of such Total Loss or Partial Loss as provided herein, then all Rent and other sums due and payable by Lessee to Lessor hereunder shall be apportioned on a per diem basis and shall be paid to the date of such loss.
8. In the case of Restoration following a Total Loss, Lessor and its agents and contractors shall have total and exclusive possession of the Leased Premises in order to complete such Restoration. In the case of Restoration following a Partial Loss, Lessee shall afford Lessor and its agents and contractors possession of such portion of the Leased Premises as may be reasonably required to complete such Restoration without needless cost and expense and for the storage of material and equipment to be used in connection therewith.
9. If the insurance proceeds received by Lessor with respect to any Total Loss or Partial Loss are insufficient to complete the cost of the Restoration undertaken by Lessor then Lessee shall promptly pay over to Lessor, upon demand from Lessor, such additional sums as may be reasonably required for completion of such Restoration. In no event shall Lessor be required to expend in and about the completion of said Restoration any sums in excess of the proceeds of insurance covering such loss paid to Lessor plus such additional sums as Lessee is required to and does provide to Lessor for the completion of same.
10. Lessee shall be entitled to carry and, in the event of loss, to recover and retain as its exclusive property the proceeds from such separate insurance as Lessee may deem appropriate to insure all of its contents, personal property and trade fixtures from time to time owned by Lessee and located on the Leased Premises.

Article 13. **ACCESS TO PREMISES.**

1. Lessee agrees that Lessor, its agents, employees or servants, or any person authorized by Lessor, may enter the Leased Premises at any time, and from time to time, upon reasonable notice and during normal business hours, for the purpose of inspecting the condition of

same, to exhibit the same to prospective purchasers of the Leased Premises and place "For Sale" signs thereon, and, during the last six (6) months of the term of this Lease and during any other time as Lessee may be in default hereunder, to post "For Rent" signs on the Leased Premises and exhibit the same to prospective tenants.

2. In the event of any emergency presenting an immediate serious threat to persons or property in or about the Leased Premises, Lessor shall have the absolute right at any time to enter upon the Leased Premises, using such force as may be necessary to effect such entrance without liability to Lessee therefor, in order to abate such emergency.
3. If Lessor deems any repairs or maintenance required to be made by Lessee to be necessary, Lessor may demand that Lessee make the same forthwith, and if Lessee refuses or neglects to commence such repairs or maintenance within fifteen (15) days after notice by Lessor and complete the same in a good and workmanlike manner with reasonable dispatch, Lessor and its servants and agents shall have reasonable access to the Leased Premises in order to make or cause such repairs to be made as Lessor may elect to make. Nothing herein contained shall require Lessor to make any repairs which are the obligation of Lessee, but if Lessor does cause such repairs to be made, then Lessee agrees to pay to Lessor upon demand Lessor's costs incurred in connection therewith together with interest thereon as hereafter provided and Lessee's failure to make such payment shall be deemed a default by Lessee under the terms of this Lease and shall give rise to all of Lessor's remedies whether contained herein or at law or equity. Nothing contained in this paragraph 14, however, shall be construed to impose upon Lessor any obligation for repairs, additions, changes, or alterations of the Leased Premises.

Article 14. **ASSIGNMENT OR SUBLETTING.**

1. Provided that Lessee is not then otherwise in default hereunder, Lessee shall have the right to sublease the whole or any part of the Leased Premises with Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided that:
 - a. The proposed sublessee shall not be permitted to make any use of the Leased Premises not permitted to be made of said Leased Premises by the Lessee hereunder; and
 - b. A copy of the proposed sublease between Lessee and the proposed sublessee shall first be provided to Lessor; and

- c. Lessee herein named shall continue to remain primarily liable to Lessor for the full performance of all of the terms, covenants and conditions of this Lease on the part of Lessee to be performed; and
 - d. Lessor shall not be deemed to have acted unreasonably if Lessor withholds its consent to any sublease by reason of the noncompliance of same with any of the aforementioned terms and conditions, or with such other conditions as Lessor may reasonably require.
2. Lessee shall have no right to assign all or any portion of its interest in this Lease or the Leased Premises, and any such assignment in violation of this provision shall be of no force and effect and, at the election of Lessor, shall constitute a default by Lessee hereunder. Notwithstanding the foregoing, provided that Lessee is not then in default hereunder, if Lessee sells its business activities within the Leases Premises to a third party who is in the reasonable judgment of the Lessor (i) of good character and (ii) at least as financially strong as is Lessee at the time, then Lessor shall consent to such assignment provided that the assignee simultaneously executes an assignment and assumption of this Lease in form reasonably acceptable to the Lessor.

Article 15. **EMINENT DOMAIN**.

1. In the event that the whole of the Leased Premises, or so much thereof as to render the balance of the Leased Premises completely unusable for the purposes hereinabove set forth, shall be taken or condemned by any public authority having the power of eminent domain, or conveyed to such public authority in lieu of the exercise by such public authority of its power of eminent domain, then the term of the Lease shall cease upon but not before the date when possession of the Leased Premises, of such portion thereof so taken, shall be required by the condemning authority without apportionment of the condemnation award and all rent shall be paid up to that day. Lessee shall have no right to share in such award.
2. In the event that only a portion of the Leased Premises is so taken or conveyed under the power of eminent domain as aforesaid, and such taking or conveyance does not thereby render the Leased Premises completely unusable for the purposes hereinabove set forth, this Lease shall remain in full force and effect except that the Base Rent shall be reduced by an amount which bears the same proportion to the total Base Rent as that portion of the Leased Premises so taken or conveyed bears to the entire Leased Premises, and Lessor shall, at its own cost and expense, promptly make all necessary repairs or alterations to the Leased Premises so as to render it reasonably suitable for the purposes for which it was leased, provided that Lessor shall not be required to expend any sum for such purpose in excess of the amount received for such condemnation or taking.

3. If the grade of any street or alley adjacent to the Leased Premises is changed by any competent authority, and such change of grade makes it necessary or desirable to remodel the Leased Premises to conform to the changed grade, Lessor shall have the right to cancel this Lease upon not less than ninety (90) days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Lessor to Lessee for the right of cancellation and Lessee shall have no right to share in the condemnation award or in any judgment for damages caused by the change of grade.
4. All damages awarded for such taking, or compensation made for such conveyance, whether for the whole or only part of the Leased Premises, shall belong to and be the property of Lessor whether such damages or compensation is paid for the diminution in value to the leasehold or to the fee of the Leased Premises; provided, however, that Lessor shall not be entitled to any separate award made to Lessee for loss of business, depreciation to and cost of removal of stock, equipment or fixtures, provided that such separate award is not made as a result of Lessee's contest of Lessor's right to receive the entire award for diminution in value of the leasehold or of the fee.

Article 16. **COVENANT TO HOLD HARMLESS.**

1. Lessee agrees to indemnify Lessor, and Lessor's mortgagees, beneficiaries, agents and employees, against and hold Lessor and Lessor's mortgagees, beneficiaries, agents and employees harmless from any and all liabilities, obligations, claims, charges, penalties, damages, causes of action, judgments, suits, costs or other expenses, including, but not limited to reasonable attorneys' fees and expenses, imposed upon or incurred by or asserted against Lessor or its mortgagees, beneficiaries, agents or employees or arising directly or indirectly from:
 - a. Ownership of the Leased Premises or any interest therein, or receipt of any rent or other sum therefrom.
 - b. Any accident, injury to or death of persons or loss of or damage to property occurring on or about the Leased Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways.
 - c. Any failure on the part of Lessee to perform or comply with any of the terms of this Lease.
 - d. Performance of any labor or service, or the furnishing of any materials or other property, in respect to the Leased Premises or any part thereof.
 - e. The operation of Lessee's business, or from Lessee's use and occupancy of the Leased Premises.

- f. Any negligent or willful or wanton misconduct, act or omission in or about the Leased Premises by Lessee, its agents, contractors, employees, sublessees, licensees, invitees or customers.
- g. Any penalty, damages or charges imposed for any violation of any laws or ordinances by Lessee or by any agent, or employee or sublessee of Lessee.

In case any action, suit or proceedings is brought against Lessor or Lessor's mortgagee, beneficiaries, agents or employees by reason of any such occurrence, Lessee will, at Lessee's expense, resist and defend such action, suit or proceedings, or cause the same to be resisted and defended, by counsel approved by Lessor. The providing by Lessee of any insurance, whether pursuant to the requirements of this Lease, or otherwise, shall in no way diminish the obligations of Lessee as contained in this Article 16.

- 2. Notwithstanding the foregoing, Lessee shall not be obligated to indemnify and hold any party harmless if it is judicially determined that (i) such party's own negligence or misconduct substantially contributed to the damage against which indemnification is sought and (ii) in equity, such party should not be indemnified by the Lessee.

Article 17. **NON-LIABILITY**.

Lessor, and Lessor's beneficiaries, except for the negligent acts or omissions of Lessor or Lessor's agents, contractors or employees, shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying any premises adjoining the Leased Premises, or for any loss or damage resulting to Lessee or its property from burst or broken pipes, stopped or leaking water, gas, sewer or steam pipes or electrical or heating failures, or from any damage or loss of property within the Leased Premises from any cause whatsoever.

Article 18. **NET RETURN**.

It is intended that the Rent provided for in this Lease shall be an absolutely net return to Lessor for the term hereof, free of any expense or charges with respect to the use or occupancy of the Leased Premises, including, without limitation, maintenance and repairs, utilities, and insurance imposed upon the Leased Premises, any taxes and assessments whether by way of an income tax or otherwise, which may be levied, assessed or imposed by the State of Illinois or by any political or taxing subdivision thereof upon the income arising from the operation or control of the Leased Premises in lieu of or as a substitute for taxes and assessments imposed upon or related to the Leased Premises and that Lessee, and not Lessor, shall be required to and shall pay as Additional Rent all such expense or charges, taxes and assessments, but Lessee shall not be obliged to pay any income, personal property or franchise taxes which may be levied against Lessor, except

personal property taxes attributable to any improvements to the Leased Premises made by Lessee and taxed to Lessor.

Article 19. **SUBORDINATION OF LEASE TO MORTGAGE.**

1. Lessee agrees to subordinate this Lease and all of Lessee's rights and options arising hereunder to any mortgage, trust deed, or other encumbrance which may hereafter be placed on the Leased Premises and to any advances to be made thereunder and to interest thereon and all renewals, replacements and extensions thereof, and Lessee agrees to execute any instrument or instruments which Lessor or any such encumbrancer may reasonably require to effect such subordination; provided that Lessee, its successors and assigns, shall have the right to freely, peaceably and quietly occupy and enjoy the full possession and use of the Leased Premises so long as Lessee shall not be in default under this Lease. In the event any mortgagee, trustee or encumbrancer elects to have this Lease remain a prior lien to its mortgage, trust deed or encumbrance, then, in such event, upon such mortgagee, trustee or encumbrancer notifying Lessee to that effect, this Lease shall be deemed prior in lien to said mortgage, trust deed or encumbrance whether or not this Lease is dated prior to or subsequent to the date of said mortgage, trust deed or encumbrance. In the event Lessor should default in the payment of any indebtedness secured by the pledge, mortgage or hypothecation of the Leased Premises to which this Lease is subordinate, Lessee may, but need not, cure such default and any sums so paid by Lessee shall be credited by Lessor as rent paid by Lessee.
2. In the event any proceedings are brought for the foreclosure of any such mortgage, Lessee covenants that it will, to the extent of Lessor's interest affected by such foreclosure, attorn to the purchaser upon any foreclosure sale and recognize such purchaser's interest as Lessor under this Lease; provided, however, that Lessee shall have previously received from each holder of any such mortgage a written agreement that Lessee's use, occupancy, possession and enjoyment of the Leased Premises shall not be disturbed so long as Lessee is not in default of any of its obligations under this Lease or so long as the period for curing any such default has not expired. Lessee agrees to execute and deliver, at any time and from time to time, upon request of Lessor or any such holder, such instrument or instruments which, in the sole judgment of Lessor, may be necessary or appropriate in any such foreclosure proceeding otherwise to evidence such attornment.

Article 20. **MECHANIC'S LIEN: LIENS.**

1. Lessee shall not permit the Leased Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction of or sufferance of Lessee;

provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence any such lien or claimed lien if Lessee shall deposit and keep on deposit with Lessor security, and from time to time shall deposit and keep on deposit with Lessor additional security (if any), in such form and amount as Lessor may reasonably require to insure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of nonpayment thereof; provided further, however, that on final determination of the lien or claim for lien, Lessee shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

2. If Lessee shall fail to contest any lien or claimed lien referred to in the preceding Paragraph or to give to Lessor security as herein required to insure payment thereof, or having commenced to contest the same and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then Lessor may at its election (but shall not be required so to do) remove or discharge such lien or claim for lien or any portion thereof (with the right, in Lessor's discretion, to settle or compromise the same) without inquiring as to the validity thereof, and any amount advanced by Lessor for such purposes together with interest thereon as hereafter provided shall be so much Additional Rent due from Lessee to Lessor at the time of the next Base Rental payment date after such payment by Lessor: Failure by Lessee to pay such Additional Rent shall be a default by Lessee hereunder.
3. Lessee shall not do any act which shall in any way encumber the title of Lessor in and to the Leased Premises, nor shall the interest or estate of Lessor in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee. Any claim to, or lien upon, the Leased Premises arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall be subject and subordinate to the paramount title and rights of Lessor in and to the Leased Premises.

Article 21. **SURRENDER OF PREMISES.**

1. Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Lessee's right to possession of the Leased Premises, Lessee will at once surrender and deliver up the Leased Premises, together with all improvements which were located thereon at the inception of this Lease and all improvements placed thereon by Lessee, to Lessor in good condition and repair, (reasonable wear and tear which is not required to be repaired by Lessee elsewhere in this Lease excepted). Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal property used in the operation of the Leased

Premises (as distinguished from operations incident to the business of Lessee), together with all duct work. All additions, hardware, non-trade fixtures and all improvements, temporary or permanent, in or upon the Leased Premises placed there by Lessee shall become Lessor's property and shall remain upon the Leased Premises upon such termination of this Lease by lapse of time or otherwise, without compensation or allowance or credit to Lessee, except that Lessor may require the removal of all improvements made by Lessee as provided elsewhere in this Lease.

2. Upon the termination of this Lease by lapse of time, Lessee may remove Lessee's trade fixtures and all of Lessee's personal property and equipment including any personal property and equipment purchased by Lessee from Lessor (provided that full payment has been made to Lessor for such personal property and equipment by Lessee); provided, however, that Lessee shall repair any injury or damage to the Leased Premises which may result from such removals. If Lessee does not remove Lessee's furniture, machinery, trade fixtures and all other items of personal property of every kind and description from the Leased Premises prior to the end of the term, however ended, Lessor may, at its option, remove the same and deliver the same to any other place of business of Lessee or warehouse the same, and Lessee shall pay the cost of such removal (including the repair of any injury or damage to the Leased Premises resulting from such removal), delivery and warehousing to Lessor on demand, or Lessor may treat such property as having been conveyed to Lessor with this Lease as a Bill of Sale, without further payment or credit by Lessor to Lessee.
3. Lessee will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Lessor and, if Lessee shall fail so to do, then Lessor shall be entitled to any and all rights and remedies provided to Lessor under this Lease, or at law or in equity. The receipt of rent or any part thereof, or any other act in apparent affirmance of tenancy shall never operate as a waiver of the right to forfeit this Lease, and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.
4. If Lessee holds over in the Leased Premises after the expiration or termination of the term of this Lease notwithstanding the written demand for possession thereof by Lessor, then in addition to any other rights or remedies available to the Lessor hereunder, the Lessee shall be obligated to pay to Lessor as per diem Rent during such wrongful holdover a sum equal to 200 % of the per diem Rent that Lessee was paying immediately prior to the commencement of such wrongful holdover.

Article 22. **EVENTS OF DEFAULT: REMEDIES OF LESSOR.**

1. Each of the following events shall be an event of default ("**Event of Default**") by Lessee under this Lease:

- a. Lessee shall fail to pay any installment of Rent or any other payment required herein when due, and such failure shall continue for a period of five (5) days from the date such payment was due.
- b. Lessee or any guarantor or surety of Lessee's obligations hereunder shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry; or (D) die or suffer a legal disability (if Lessee, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Lessee, guarantor or surety is a corporation, partnership or other entity).
- c. Any insurance required to be maintained by Lessee pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease.
- d. Lessee shall fail to occupy or shall vacate the Premises or shall fail to continuously operate its business at the Premises for the permitted use set forth herein, whether or not Lessee is in monetary or other default under this Lease, for a period of one hundred eighty (180) days or more.
- e. Lessee shall attempt or there shall occur any assignment, subleasing or other Transfer of Lessee's interest in or with respect to this Lease except as otherwise permitted in this Lease.
- f. Lessee shall fail to discharge or bond over any lien placed upon the Premises in violation of this Lease within thirty (30) days after any such lien or encumbrance is filed against the Premises.
- g. Lessee shall fail to execute any instrument of subordination or attornment or any estoppel certificate within the time periods set forth in Section 20 respectively following Lessor's request for the same.
- h. Lessee shall breach any of the requirements under this Lease and such failure shall continue for a period of five (5) days or more after notice from Lessor to Lessee.

- i. Lessee shall fail to comply with any provision of this Lease, and except as otherwise expressly provided herein, and such default shall continue for more than thirty (30) days after Lessor shall have given Lessee written notice of such default.
2. Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Lessor may at any time thereafter at its election: terminate this Lease or Lessee's right of possession, (but Lessee shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity. Upon the termination of this Lease or termination of Lessee's right of possession, it shall be lawful for Lessor, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Lessee and all persons and property therefrom. If Lessor re-enters the Premises, Lessor shall have the right to keep in place and use, or remove and store, all of the furniture, fixtures and equipment at the Premises.
3. If Lessor terminates this Lease, Lessor may recover from Lessee the sum of: all Rent and all other amounts accrued hereunder to the date of such termination; the cost of reletting the whole or any part of the Premises, including without limitation brokerage fees and/or leasing commissions incurred by Lessor, and costs of removing and storing Lessee's or any other occupant's property, repairing, altering, remodeling, or otherwise putting the Premises into condition acceptable to a new Lessee or Lessees, and all reasonable expenses incurred by Lessor in pursuing its remedies, including reasonable attorneys' fees and court costs; plus the excess of that amount equal to the then present value of the Rent and other amounts payable by Lessee under this Lease as would otherwise have been required to be paid by Lessee to Lessor during the period following the termination of this Lease measured from the date of such termination to the expiration date stated in this Lease over the present value of the then fair rental value of the Premises for the remainder of such original term. Such present value shall be calculated at a discount rate equal to the ninety (90) day U.S. Treasury bill rate at the date of such termination.
4. If Lessor terminates Lessee's right of possession (but not this Lease), Lessor may, but shall be under no obligation to, relet the Premises for the account of Lessee for such rent and upon such terms as shall be satisfactory to Lessor without thereby releasing Lessee from any liability hereunder and without demand or notice of any kind to Lessee. For the purpose of such reletting Lessor is authorized to make any repairs, changes, alterations, or additions in or to the Premises as Lessor deems reasonably necessary or desirable. If the Premises are not relet, then Lessee shall pay to Lessor as damages a sum equal to the amount of the rental reserved in this Lease for such period or periods, plus the cost of recovering possession of the Premises (including attorneys' fees and costs of suit), the unpaid Rent and other amounts accrued hereunder at the time of repossession, and the costs incurred in any attempt by Lessor to relet the Premises. If the Premises are relet and a sufficient sum shall

not be realized from such reletting after first deducting therefrom, for retention by Lessor, the unpaid Rent and other amounts accrued hereunder at the time of reletting, the cost of recovering possession (including attorneys' fees and costs of suit), all of the costs and expense of repairs, changes, alterations, and additions, the expense of such reletting (including without limitation brokerage fees and leasing commissions) and the cost of collection of the rent accruing therefrom to satisfy the rent provided for in this Lease to be paid, then Lessee shall immediately satisfy and pay any such deficiency. Any such payments due Lessor shall be made upon demand therefor from time to time and Lessee agrees that Lessor may file suit to recover any sums falling due from time to time. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect in writing to terminate this Lease for such previous breach.

5. The exercise by Lessor of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Lessor, whether by agreement or by operation of law. Any law, usage, or custom to the contrary notwithstanding, Lessor shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Lessor at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Lessee and Lessor further agree that forbearance or waiver by Lessor to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Lessor's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Lessor of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Lessor. To the greatest extent permitted by law, Lessee waives the service of notice of Lessor's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Lessee shall be dispossessed by a judgment or by warrant of any court or judge. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Lessor in its sole discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Premises, lease of less than the entire Premises to any Lessee and leasing any or all other portions of the Project before reletting the Premises). Lessor shall not be liable, nor shall Lessee's obligations hereunder be diminished because of, Lessor's failure to relet the Premises or collect rent due in respect of such reletting.
6. If Lessor at any time, by reason of any breach by Lessee of any of the provisions of this Lease is compelled to pay or elects to pay, any sum of money or do any act which will

require the payment of any sum of money, or incurs any expense, including reasonable attorney's fees, in instituting or prosecuting any action or proceedings to enforce Lessor's rights hereunder, the sum or sums so paid by Lessor, together with interest thereon from the date commencing on the fifteenth (15th) day following written notice to Lessee of Lessor's expenditures of said sum to the date of payment to Lessor calculated at the greater of (i) ten percent (10%) per annum or (ii) the prime rate of interest as then published and announced by the *Wall Street Journal* plus five percent (5%), shall be deemed to be Additional Rent hereunder and shall be due from Lessee to Lessor with any installment of rent following the payment of such respective sums or expenses.

7. In addition to any other available remedy to Lessor upon default by Lessee, if Lessee fails to cause Lessor to actually receive by the fifth (5th) day of the month the Rent due on the first day thereof, Lessor shall be entitled to receive as Additional Rent a sum equal to \$50.00 per day for each day, beginning on the sixth (6th) day of said month until such delinquent rent is received, All such additional sums due Lessor shall be due and payable along with the payment of the Base Rent for the month in question and non-payment of such additional sums shall be a default hereunder by Lessee. Receipt by Lessor of Lessee's check shall not constitute receipt by Lessor on such date of the funds represented by said check if same is subsequently dishonored by the bank on which it is drawn.
8. No remedy herein or other conferred upon or reserved to Lessor shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Lessor may be exercised from time to time as often as occasion may rise or as may be deemed expedient. No delay or omission of Lessor to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Neither the rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall in any way affect or impair or toll the right or power of Lessor to declare the lease term hereby granted ended, and to terminate this Lease as provided for in this Lease, or to repossess without terminating the Lease, because of any default in or breach of the covenants, provisions or conditions of this Lease.
9. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.
10. Lessee shall pay Lessor's expenses including, without limitation, court costs and reasonable attorneys' fees incurred in connection with the enforcement of any obligations of Lessee

under this Lease, provided that a breach by Lessee of any such obligations hereunder shall be first established, or in connection with any litigation, negotiations or transaction in which Lessor shall, without Lessor's fault, become engaged through or on account of this Lease.

11. LESSEE AND LESSOR WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LESSOR AND LESSEE ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

Article 23. **NOTICES.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if personally delivered or delivered by certified mail (return receipt requested) to the parties as follows and either party may, by like notice, at any time and from time to time designate a different address to which notice shall be sent:

If to Lessor: GMT Group, LLC
c/o Gina Zipparro
940 Auburn Lane
Bartlett, IL 60103

With a copy to: Christopher S. Nudo
NTegrity Law, LLC
3601 W. Algonquin Rd., Suite 860
Rolling Meadows, Illinois 60008

If to Lessee: Lenin Salgado
925 S Country Ln
Mount Prospect, Il 60056

With a copy to: Joseph Cashman
Cashman Legal Ltd.
10 Loblolly Court
Lemont, IL 60439

Any such notices may be sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered on the date of deposit, postage prepaid in the U.S. mail or (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered on the

date of deposit with such courier or (c) by email transmission to the parties in which case notice shall be deemed delivered upon electronic verification that transmission to the recipient was completed or (d) by personal delivery. The above addresses may be changed by notice to the other party; provided that no notice of a change of address shall be effective until actual receipt of such notice. Notice on behalf of any party may be given by such party or its counsel.

Article 24. **IMPOSSIBILITY.**

Neither Lessor nor Lessee shall be required to perform any performance, condition or covenant in this lease so long as such performance is delayed or prevented by Reasons of Force Majeure, including but not limited to Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Lessor and which by the exercise of due diligence Lessor is unable, wholly or in part, to prevent or overcome.

Article 25. **GRAMMATICAL CHANGES.**

The necessary grammatical changes required to make the provisions of this Lease apply to the past, present and future and in the plural sense where appropriate and to corporations, associations, partnerships or individuals, male or female, shall in all instances be assumed as though in each case fully expressed.

Article 26. **HEADINGS.**

The headings of the several sections contained herein are for convenience only and do not limit or construe the contents of such sections.

Article 27. **TRANSFER OF PREMISES.**

The term "**Lessor**" as used in this Lease, so far as covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the Lessor herein described at the time in question and, in the event of any transfer or transfers of Lessor's interests in the Leased Premises, Lessor herein named (and in case of any subsequent transfers or conveyances, the then transferee) shall be automatically freed and relieved, from and after the date of such transfer, of all liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed, and any funds in the hands of said Lessor or the then transferee at the time of such transfer in which Lessee has an interest shall be turned over to the transferee who shall assume all responsibility therefor, and Lessor shall thereupon be relieved of any further liability to Lessee for such funds.

Article 28. **SUCCESSORS AND ASSIGNS.**

The terms, covenants and conditions hereof shall be binding upon, apply and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of the parties hereto. No rights, however, shall inure to the benefit of any assignee, sublessee or licensee of Lessee unless such assignment, sublease or license has been consented to by Lessor in writing as provided herein.

Article 29. **RECEIPT OF MONEY.**

No receipt of money by Lessor from Lessee after the termination of this Lease, or after the termination of Lessee's right of possession of the Premises, or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

Article 30. **INTERPRETATION.**

The submission of this Lease for examination does not constitute an offer to lease, nor a reservation of or option for the Premises, and this Lease becomes effective only upon execution and delivery thereof by Lessor and Lessee. This Lease, when executed, shall constitute the entire agreement between the parties and the parties shall not be bound by any oral or written discussions, negotiations, correspondence, terms or conditions not contained herein. This Lease may be modified only by a written document executed by all parties hereto.

Article 31. **RECORDING.**

This Lease shall not be recorded.

Article 32. **SEVERABILITY.**

If any clause, phrase, provisions or portion of this Lease, shall be invalid or shall later be declared invalid, or unenforceable under any applicable law or by decision of any court of competent jurisdiction, such event shall not affect or impair this Lease, nor shall such event be considered so material as to render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

Article 33. **TIME OF THE ESSENCE.**

Time is of the essence of this Lease and all provisions herein relating thereto shall be strictly construed.

Article 34. **COUNTERPARTS.**

This Lease may be executed in any number of counterparts. Each such executed counterpart shall together constitute but one and the same instrument, which instrument shall for all purposes be sufficiently evidenced by any such executed counterpart.

Article 35. **INTERRUPTIONS OF LESSEE'S BUSINESS.**

1. No abatement, diminution or reduction of the rent, or other charges, payable by Lessee under this Lease, shall be claimed by or allowed to Lessee for any inconvenience, interruption, cessation or loss of business or otherwise, caused, directly or indirectly, by any present or future laws, rules, requirements, orders, directions, ordinances or regulations of the United States of America, or of the state, county or city governments, or of any other municipal, governmental or lawful authority whatsoever, or by priorities, rationing or curtailment of labor or materials, or by war or any matter or thing resulting therefrom, or by any other cause or causes beyond the control of Lessor, nor shall this Lease be affected by any such causes.
2. Lessee shall, at Lessee's own cost and expense, procure each and every permit, license, certificate or other authorization required in connection with the lawful and proper use of the demised premises or required in connection with any building or improvements now or hereafter erected on the demised premises.

Article 36. **CERTIFICATES BY LESSEE.**

Lessee agrees at any time and from time to time upon not less than ten (10) days' prior notice by Lessor to execute, acknowledge and deliver to Lessor a statement in writing certifying (1) 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), (2) whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants, or conditions hereof upon the part of Lessee to be performed (and if so specifying the same) and (3) the dates to which the rent has been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser of the fee of mortgage hereof or any assignee of any mortgage upon the fee of the demised premises.

Article 37. **WARRANTIES OF LESSOR.**

Lessor represents and warrants (a) Lessor has full power and authority to execute and perform this Lease and to grant the estate demised herein, and (b) that if Lessee shall faithfully perform all of its obligations under the Lease to be performed, Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises and all appurtenances during the full term of this Lease and any renewal hereof.

Article 38. **AUTHORITY OF LESSEE.**

Lessee represents and warrants (i) that it has been duly authorized by its shareholders and directors to execute this Lease and to perform the covenants set forth therein and (ii) that a certified copy of such enabling resolutions of said shareholders and directors shall be delivered to Lessor simultaneously with the execution of this Lease by Lessee.

Article 39. **GUARANTY.**

As a material inducement to the Lessor executing this Agreement, Lessee shall cause Lenin Salgado (the "Guarantor"), to execute and deliver to Lessor prior to the Commencement Date that certain Guaranty in the form attached hereto as Exhibit 2 (the "Guaranty"). Lessee represents that Guarantor (i) is affiliated with Lessee Lenin Salgado.

Article 40. **SURVIVAL.**

The rights and remedies of either of the parties against the other arising out of any breach of any provision of this Lease shall survive the termination of this Lease and the surrender of possession of the Leased Premises to Lessor.

Article 41. **ENVIRONMENTAL MATTERS.**

1. Lessee represents that, prior to the Commencement Date of this Lease, Lessee was afforded the opportunity to, and did, conduct inspections and investigations with the respect to the Leased Premises to determine if there existed thereon any hazardous toxic substances or wastes within the meaning of any applicable statute or regulation (hereinafter referred to as "**Hazardous Wastes**") thereon or whether any material part of the Leased Premises is contaminated by such substances (hereafter an "**Environmental Inspection**"). Such Environmental Inspection did not reveal that Hazardous Wastes are located on the Leased Premises or that a material part of said Leased Premises is contaminated by same. (hereinafter collectively referred to as an "**Environmental Defect**"). As such, it shall be conclusively determined that no such Environmental Defect existed on the Leased Premises as of the Commencement Date of this Lease.

2. Lessee hereby represents, covenants and warrants to Lessor that:

- a. During the term of this Lease Lessee will not use or suffer or permit the Leased Premises, or any part thereof, to be used in connection with:
 - i. The generation of Hazardous Wastes in amounts which, according to any applicable law, ordinance or regulation, would require the reporting to any state or federal agency; or
 - ii. The storage of Hazardous Wastes in amounts that, under any applicable law, ordinance or regulation, would require notification to or the issuance of a permit by any state or federal agency.
- b. Lessee shall forever indemnify, defend and hold Lessor and its beneficiaries, any and all liability, loss, damages, claims, demands, costs (including, without limitation all investigation, clean-up and disposal costs arising out of or in connection with any state or federal law dealing with Hazardous Wastes or other environmental matters) and expenses (including reasonable attorney's fees) asserted against or incurred by Lessor and covenants contained in Paragraph 41.02(a) above. The Lessee foregoing covenants of indemnification shall survive the termination of this Lease, whether by lapse of time or otherwise.

3. The term "**Hazardous Substances**" shall mean those toxic, hazardous, or other substances or wastes, the generation, storage, discharge, and/or disposal of which are regulated and/or controlled by any Environmental Law. Lessee covenants and agrees that it shall not (i) generate, utilize, store or dispose of on the Property any Hazardous Substances in amounts (hereafter "**Reportable Amounts**") which, if released, would according to any applicable Environmental Law require the reporting or notification, or the procurement of any permit from any state or federal agency or (ii) suffer or permit to occur any violation of Environmental Laws on or with respect to the Premises.

Article 42. **RIGHT OF FIRST REFUSAL**

If during the Term of this Lease, or any renewal or extension thereof, Lessor receives a bona fide written offer from a third party to purchase the Leased Premises or the building in which the Leased Premises is located (the "Offer"), which Lessor intends to accept, Lessor shall first offer to sell the Premises to Lessee on the same terms and conditions as set forth in the Offer.

Lessor shall provide Lessee with written notice of the Offer, together with a copy of the Offer (the "ROFR Notice"). Lessee shall have ten (10) calendar days from receipt of the ROFR Notice to notify Lessor in writing of its election to purchase the Premises on the terms of the Offer.

If Lessee elects to exercise its right of first refusal, the parties shall proceed in good faith to close the transaction in accordance with the terms of the Offer. If Lessee fails to timely exercise its right of first refusal, Lessor may proceed to sell the Premises to the third party on terms no more favorable to the buyer than those set forth in the Offer. If Lessor proposes to sell the Premises on materially different terms, Lessor shall reoffer the Premises to Lessee in accordance with this Article.

This Right of First Refusal shall be personal to the Lessee and shall not be assignable except to a permitted assignee of this Lease.

Article 43. **MISCELLANEOUS.**

- a. Time is of the essence of the Agreement.
- b. This Agreement shall be deemed to have been executed in Arlington Heights, Cook County, Illinois and shall be governed and construed in accordance with the internal laws of the State of Illinois.
- c. This Agreement, together with the agreements attached to this Lease as Exhibits, constitutes the entire agreement of the parties with respect to the subject matter set forth herein, all other and prior agreements, negotiations and understandings having been merged herein and extinguished hereby.
- d. This Lease is and shall be deemed and construed to be the joint and collective work product of Lessor and Lessee and, as such, this Agreement shall not be construed against either party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict in terms or provisions, if any, contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first above written.

LESSOR:

By: _____
Gina Zipparro, Member/Manager
GMT Group, LLC

LESSEE:

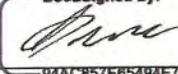
By: _____
DocuSigned by:

94AC857E85494E7...
Lenin Salgado, Agent
FIAMMA NAPOLETANA INC.

EXHIBIT 1
LEGAL DESCRIPTION OF LEASED PREMISES

The Property is located in the County of Cook, State of Illinois and described as follows:
UNIT "NO" (ALSO KNOW AS 778 AND 780) IN THE WESTGATE COMMONS
CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING
DESCRIBED TRACT OF LANE:

PART OF WESTGATE COMMONS, ACCORDING TO THE FINAL PLAT OF
SUBDIVISION PUD RECORDED SEPTEMBER 22, 2005 AS DOCUMENT
0526545121 BEING PART OF THE WEST HALF OF SECTION 34, TOWNSHIP 41
NORTH, RANGE 9 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE
DECLARATION OF CONDOMINIUM RECORDED JULY 19, 2006 AS
DOCUMENT 06200331039, TOGETHER WITH ITS UNDIVIDED PERCENTAGE
INTEREST IN THE COMMON ELEMENTS.

Permanent Index Numbers (PINS): 06-34-109-006-1009

Property Address: 778 W Bartlett Road, Bartlett, Illinois 60103

EXHIBIT 2 GUARANTY

GUARANTY OF LEASE

THIS GUARANTY OF LEASE (“Guaranty”) dated as of the April 14th, 2025, by Lenin Salgado (“Guarantor”), to and for the benefit of GMT Group, LLC (“Lessor”).

WITNESSETH:

WHEREAS, Lessor has entered into a Lease dated April 14th, 2025 (the “Lease”) with FIAMMA NAPOLETANA INC., an Illinois Corporation (the “Lessee”) for the premises located at 778 W Bartlett Road, Bartlett, Illinois 60103; and

WHEREAS, Guarantor has an ownership and/or financial interest in the Lessee and will be directly or indirectly benefited by the Lease; and

WHEREAS, Lessor has required, as a condition to Lessor executing the Lease, that Guarantor guaranty the payment and performance obligations of Lessee under the Lease. Guarantor wishes to induce Lessor to execute the Lease by delivering this Guaranty.

NOW THEREFORE, in consideration of the foregoing, and the promises and covenants contained herein:

1. **Guaranty**. Guarantor does hereby unconditionally and absolutely guaranty (i) the due and punctual payment of all rental, taxes, assessments and other charges to be paid by Lessee as provided for in the Lease, and (ii) the due and punctual performance and observance by Lessee of all of the other terms, covenants and conditions to be performed or observed by Lessee under the Lease, throughout the term of the Lease and all extensions thereof. This Guaranty is a present and continuing guaranty of payment and not of collectability, and may be enforced against Guarantor without first resorting to, or exhausting any other remedy which Lessor may have against Lessee.
2. **Continuing Guaranty**. Guarantor agrees that the obligations of Guarantor pursuant to Paragraph 1 above shall be primary obligations, shall not be subject to any counterclaim, set-off, abatement, deferment or defense based upon any claim that Guarantor may have against Lessee or any other person or entity (except Lessor) and shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by, any circumstance or condition (whether or not Guarantor shall have any knowledge thereof or shall have consented thereto), including without limitation: (a) any lack of validity or enforceability of the Lease; (b) any termination, amendment, modification or other change to the Lease; (c) any furnishing, exchange, substitution or release of any collateral for the Lease; (d) any failure, omission or delay on the part of Lessee to comply with any term of the Lease; (e) any waiver, compromise, release, settlement or extension

of time of payment or performance or observance of any of the obligations or agreements contained in the Lease; (f) any action or inaction by Lessor to enforce the Lease, any failure, lack of diligence, omission or delay on the part of Lessor to enforce, assert or exercise any right, power or remedy conferred on it in the Lease; (g) any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, liquidation, marshalling of assets and liabilities or similar events or proceedings with respect to Lessee, its property or creditors or any action taken by any trustee or receiver or by any court in any such proceeding; (h) any assignment or sublease by Lessee of the Lease or any rights thereunder, or any merger or consolidation of Lessee into or with any entity, or any sale, lease or transfer of any of the assets of Lessee or Guarantor to any other person or entity; (i) any change in the ownership of Lessee or any change in the relationship between Lessee and Guarantor or any termination of any such relationship; (j) any release or discharge by operation of law of Lessee from any obligation or agreement contained in the Lease; or (k) any other occurrence, circumstance, happening or event, whether similar or dissimilar to the foregoing and whether foreseen or unforeseen, which otherwise might constitute a legal or equitable defense or discharge of the liabilities of a guarantor or surety or which otherwise might limit recourse against Lessee or Guarantor, to the fullest extent permitted by law.

3. **Guarantor's Waivers.** Guarantor expressly unconditionally waives the following, except to the extent such waiver is prohibited by law or any of the following is required by the Lease:

(i) notice of any of the matters referred to in Paragraph 2 above, (ii) all notices which may be required by statute, law or otherwise to preserve intact any rights against Guarantor, including, without limitation, any demand, presentment and protest, proof of notice of non-payment under the Lease and notice of default or any failure on the part of Lessee to perform or comply with any covenant, agreement, term or condition of the Lease, (iii) any right to the enforcement, assertion or exercise against Lessee or Guarantor of any right or remedy conferred under the Lease, (iv) any requirement of diligence on the part of any person or entity, and (v) any requirement to exhaust any remedies resulting from any default under the Lease.

4. **Adjustment of Lessee's Debts.** In the event Lessee shall be adjudicated a bankrupt, or shall file a petition for reorganization, or similar relief under the Federal Bankruptcy Code, or if such a petition filed by creditors of Lessee shall be approved by a court, or if Lessee shall seek a judicial readjustment of the right of its creditors under any present or future federal or state law or if a receiver of all or a substantial part of its property and assets is appointed by any state or federal court, and in any such proceeding the Lease shall be terminated or rejected, or the obligations of Lessee there under shall be modified, Guarantor agrees that it will continue to pay rents as they become due and continue to perform all obligations of Lessee under the Lease. In the event any payment by Lessee to

Lessor is held to constitute a preference under the bankruptcy laws, or if for any other reason under bankruptcy proceedings Lessor is required to refund such payment or pay the amount thereof to any other party, such payment by Lessee to Lessor shall not constitute a release of Guarantor from any liability hereunder, but Guarantor agrees to pay such amount to Lessor upon demand. Guarantor's obligations to make payment in accordance with the terms of this Guaranty shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Lessee or its estate in bankruptcy resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other statute, or from the decision of any court.

5. **Expenses, Successors and Assignment of Lease.** Guarantor agrees that: (a) in the event it is necessary for Lessor to place this Guaranty in the hands of any attorney for enforcement, Guarantor will reimburse Lessor for expenses incurred in the enforcement hereof and of the Lease, including reasonable attorneys' fees; (b) this Guaranty shall inure to the benefit of and may be enforced by Lessor its successors and assigns, including any subsequent assignee of the Lease, and shall be binding upon the enforceable against Guarantor, his successors, assigns and legal representatives; and (c) this Guaranty shall be binding upon and enforceable against Guarantor, notwithstanding the occurrence of any assignment of the Lease or sublease of the demised premises by Lessee, including, but not limited to, an assignment or sublease which discharges Lessee from liability under the Lease. Guarantor acknowledges and agrees that Lessor has the absolute right to assign the Lease and this Guaranty.
6. **Covenant.** Each party covenants and agrees that it will enforce this Guaranty and its rights hereunder in good faith.
7. **Waivers , Amendments, and Assignment of Guaranty.** None of the terms or provisions of this Guaranty may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Guarantor and the Lessor, provided that any provision of this Guaranty may be waived by the Lessor in a letter or agreement executed by the Lessor or by telex or facsimile transmission from the Lessor to Guarantor. Guarantor may assign its obligations hereunder (whether by operation of law or otherwise) only with the consent of Lessor.
8. **Subordination.** Until this Guaranty has been satisfied in full, Guarantor agrees that any and all present and future debts and obligations of Lessee to Guarantor hereby are subordinated to the claims of Lessor against Lessee and Guarantor and are hereby assigned by Guarantor to Lessor as security for this Guaranty.

9. **Subrogation Waiver.** Until this Guaranty has been paid and satisfied in full and all periods under applicable bankruptcy law for the contest of any payment by Guarantor or Lessee as a preferential or fraudulent payment have expired, Guarantor knowingly, and with advice of counsel, waives, relinquishes, releases and abandons all rights and claims to indemnification, contribution, reimbursement, subrogation and payment which Guarantor may now or hereafter have by and from Lessee and the successors and assigns of Lessee, for any payments made by Guarantor to Lessor, including, without limitation, any rights which might allow Lessee, Lessee's successors or a creditor or trustee in bankruptcy of Lessee to claim in bankruptcy or any other similar proceedings that any payment made by Lessee or Lessee's successors and assigns to Lessor was on behalf of or for the benefit of Guarantor and that such payment is recoverable by Lessee or a creditor or trustee in bankruptcy of Lessee as a preferential payment, fraudulent conveyance, payment of an insider or any other classification of payment which may otherwise be recoverable from Lessor.
10. **Notices.** Any notice required or permitted under this Guaranty shall be deemed sufficiently given or served if personally delivered or delivered by certified mail (return receipt requested) to the parties as follows and either party may, by like notice, at any time and from time to time designate a different address to which notice shall be sent:

If to Lessor: GMT Group, LLC
C/O Gina Zipparro
940 Auburn Lane
Bartlett, Illinois 60103

If to Guarantor: Lenin Salgado
925 S Country Ln.
Mount Prospect, Il 60056

Any such notices may be sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered on the date of deposit, postage prepaid in the U.S. mail or (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered on the date of deposit with such courier or (c) by facsimile transmission to the parties at the facsimile numbers set forth above followed the same day with the mailing of a copy of such notice, by regular mail, to the parties at the foregoing addresses, in which case notice shall be deemed delivered upon electronic verification that transmission to the recipient was completed or (d) by personal delivery. The above addresses and facsimile numbers may be changed by notice to the other party; provided that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Notice on behalf of any party may be given by such party or its counsel.

11. **Joint and Several.** If here is more than one person composing the "Guarantor", then the obligations of the parties designated herein as "Guarantor" are joint and several, and a separate action or actions may be brought and prosecuted by the Lessor against each party designated herein as "Guarantor" either jointly or individually at the sole discretion of the Lessor, and whether or not any action is taken by Lessor against Lessee or any other Guarantor.
12. **Choice of Law.** This Guaranty shall be governed by the laws of the State of Illinois and enforced in the Circuit Court of Cook County, Illinois.
13. **Counterparts.** This Guaranty may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original for all purposes; but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be duly executed and delivered as of the date first above written.

Name: Lenin Salgado
925 S Country Ln
Mount Prospect, Il 60056

DocuSigned by:



94AC857E85494E7...

Lenin Salgado

EXHIBIT 3

LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT (“Supplement”) is made on _____, 2025, between FIAMMA NAPOLETANA INC., an Illinois Corporation (“Lessee”) and GMT Group, LLC (“Lessor”).

RECITALS:

A. Lessor and Lessee entered into a Lease dated _____, 2025_ (the “Lease”), for certain property in Bartlett, Illinois, more specifically described in the Lease (the “Leased Premises”).

B. Article 2 of the Lease provides that the Rent Commencement Date shall be the earlier of (i) the date Lessee opens for business from the Premises, and (ii) sixty (60) days after the Commencement Date.

NOW, THEREFORE, Lessor and Lessee agree to supplement the Lease as follows:

1. The Commencement Date occurred on _____, 2025.
2. Lessee opened for business to the general public on _____, 20__.
3. Rent Commencement Date is _____, 20__.
3. The Initial Term of the Lease is _____, 20__, through _____ 20 .
4. The Lease, except as herein supplemented, is in all other respects fully ratified and confirmed.
5. Except as otherwise defined herein, all capitalized terms used in this Supplement shall have the meaning ascribed to such terms in the Lease.
6. Lessor and Lessee each represent and warrant that they have full right, power and authority to enter into this Supplement.

[Signatures to follow on next page]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Supplement to be executed as of the day and year first above set forth.

LESSOR:

GMT Group, LLC,

An Illinois limited liability company

By: _____

Name: _____

Its: _____

LESSEE:

FIAMMA NAPOLETANA INC., an Illinois Corporation

By: _____

Name: _____

Its: _____



Record No: LM-51

Liquor Manager
Application

Status: Complete

Submitted On: 7/26/2025

Primary Location

No location

Owner

No owner information

Applicant

Lenin Salgado
 773-474-8316
 dmurkowski@yahoo.com
 778 W Bartlett Road
Bartlett, Illinois 60103

Statement of Liquor Manager

Name of Business*

Fiamma Napoletana Inc

Business Address:*

778 W Bartlett Road

Business Telephone Number*

7734748316

Liquor Manager Name*

Emilia Perez

Home Address*

925 South County Lane Mount Prospect
IL 60056

Previous address

Home Telephone Number*

773-474-8316

Date of birth*

02/25/1981

Place of birth*

Chicago IL

Social Security Number*

***-**-3669

Drivers License Number*

P62020081656

State issued by

il

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

Yes

Date fingerprinted?*

07/18/2025

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*

Self

Date of appointment

07/25/2025

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

Well Now (Chicago IL) Human Resources

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*

NONE

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.*

Emilia Perez

Jul 26, 2025

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.*

Emilia Perez
Jul 26, 2025

Illinois BASSET SELLER / SERVER CERTIFICATION

Trainee Name: Emilia Perez

Certificate #: 000040039336

Date of Completion: 11/17/2025

School Name:

360training.com dba Learn2Serve

I, 

certify that the above named person
successfully completed an approved
Learn2Serve Seller/Server course.

This course provides necessary
knowledge and techniques for the
responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to support@360training.com.



Corporate Headquarters
6504 Bridge Point Parkway, Suite 100
Austin, TX 78730



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 25-86

DATE: July 31, 2025
TO: Paula Schumacher, Village Administrator
FROM: Ryan Conway, Chief of Police *RC #133*
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Emilia Perez

Business: Fiamma Napoletana, Inc.

The applicant's criminal records were checked through the Illinois State Police 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.

RC/kt

cc: Sam Hughes
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
25-85**

DATE: July 31, 2025
TO: Paula Schumacher, Village Administrator
FROM: Ryan Conway, Chief of Police *RC #133*
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Lenin Salgado

Business: Fiamma Napoletana, Inc.

The applicant's criminal records were checked through the Illinois State Police 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.

RC/kt

cc: Sam Hughes
File



450th Nationally
Accredited



Agenda Item Executive Summary

AGENDA ITEM: Ordinance Amending the Municipal Code of Bartlett Regarding Overweight Vehicle Permits
BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	N/A	Budgeted	\$ 0
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Fund: Corresponding Activity Measure: Permitting Procedures and Traffic Enforcement

EXECUTIVE SUMMARY

On October 7, 2025, the Village Board passed Ordinance 2025-96 which amended regulations regarding commercial truck enforcement and vehicle permitting procedures. During implementation, two sections were identified as needing additional amendments.

In Section 6-15-301(F)(1)(C) 10,000 pounds needed to be amended to 12,000 pounds and 54,999 needed to be amended to 55,000 pounds. These changes were required since no permits will be issued to vehicles that have a registered weight of less than 12,000 pounds and 54,999 pounds was overlapped between two weight categories.

In Section 6-15-114 an additional state law needed to be adopted into the Bartlett Municipal Code 625 ILCS 5/15-301(Permits for Excess Size and Weight) regarding vehicle owners or operators that failed to obtain a permit when required.

ATTACHMENTS (PLEASE LIST)

Police Department Memorandum 25-101, Ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: CONTINUE TO ENHANCE AND IMPROVE EFFICIENCY OF SERVICE DELIVERY METHODS AND APPROACHES

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Ordinance 2025 - _____, An Ordinance Amending the Municipal Code of Bartlett Regarding Overweight Vehicle Permits

Staff: Rob Sweeney, Deputy Chief of Operations

Date: December 16, 2025

**POLICE DEPARTMENT MEMORANDUM
25-101**

DATE: December 5, 2025

TO: Paula Schumacher, Village Administrator

FROM: Rob Sweeney, Deputy Chief of Operations

RE: An Ordinance Amending the Municipal Code of Bartlett
Regarding Overweight Vehicle Permits

On October 7, 2025, the Village Board passed Ordinance 2025-96 which amended regulations regarding commercial truck enforcement and vehicle permitting procedures. During implementation, two sections were identified as needing additional amendments.

In Section 6-15-301(F)(1)(C) 10,000 pounds needed to be amended to 12,000 pounds and 54,999 needed to be amended to 55,000 pounds. These changes were required since no permits will be issued to vehicles that have a registered weight of less than 12,000 pounds and 54,999 pounds was overlapped between two weight categories.

In Section 6-15-114 an additional state law needed to be adopted into the Bartlett Municipal Code 625 ILCS 5/15-301(Permits for Excess Size and Weight) regarding vehicle owners or operators that failed to obtain a permit when required.

ORDINANCE 2025 - _____

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF BARTLETT
REGARDING OVERWEIGHT VEHICLE PERMITS**

WHEREAS, the Village of Bartlett (“Village”) is a home rule municipality under the Illinois Constitution of 1970, and pursuant to 625 ILCS 5/1-2.1-1, *et seq.*, is authorized to implement a system of administrative adjudication; and

WHEREAS, the Village has previously adopted a system of administrative adjudication for violations of vehicular standing and parking violations and vehicle compliance violations, except for (i) proceedings not within the statutory or the home rule authority of municipalities; and (ii) any offense under the Illinois Vehicle Code or a similar offense that is a traffic regulation governing the movement of vehicles and except for any reportable offense under Section 6-204 of the Illinois Vehicle Code. 65 ILCS 5/1.2-1.2; and

WHEREAS, the Village previously expanded the jurisdiction of its system of administrative adjudication to permit the local adjudication of any offense under the Illinois Vehicle Code, or a similar offense that is a traffic regulation governing the movement of vehicles, involving overweight trucks and other overweight vehicles; and

WHEREAS, the Village now desires to further amend the Bartlett Municipal Code regulating limited continuous operation permits for overweight trucks and other overweight vehicles and permits for excess size and weight of vehicles.

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

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

Section 2. Amendment to Section 6-15-301(F)(1)(C). That subsection 6-15-301(F)(1)(C), entitled “Limited Continuous Operation (LCO) Overweight Permits, of Section 6-15-301, “Special Permits,” of Part 15-300, “Permits and Special Regulations,” of Title 6, “Motor Vehicles and Traffic,” of the Village of Bartlett Municipal Code is hereby amended as follows (additions in **bold and underline**, deletions in ~~strikethrough~~) (omitted language is not intended to be amended):

c. Limited Continuous Operation (LCO) Overweight Permits

Category 1 Weight (With Load)	Daily	7 Day Permit	30 Day Permit
Up to 100,000 lbs (5-axle)	\$150.00	\$300.00	\$600.00
Up to 120,000 lbs (6-axle)	\$150.00	\$300.00	\$600.00

Category 2 Weight (With Load)	Daily	7 Day Permit	30 Day Permit
40,000 <u>12,000</u> -26,000 lbs	\$10.00	\$50.00	\$100.00
26,001-54,999 lbs	\$25.00	\$100.00	\$200.00
54,999 <u>55,000</u> -73,280 lbs (3-5 Axle)	\$30.00	\$150.00	\$250.00
73,281-80,000 lbs (5-6 Axle)	\$45.00	\$200.00	\$300.00

Section 3. Amendment to Section 6-15-114. That Section 6-15-114, "Additional State Laws Adopted," of Part 15-100, "Vehicle, Width, Length, and Weight," of Title 6, "Motor Vehicles and Traffic," of the Village of Bartlett Municipal Code is hereby amended as follows (additions in **bold and underline**, deletions in ~~strikethrough~~) (omitted language is not intended to be amended):

6-15-114: ADDITIONAL STATE LAWS ADOPTED:

The following sections of the Illinois Vehicle Code set forth in the left hand column of the following table under the heading "Illinois Vehicle Code (625 ILCS)" are expressly incorporated herein by this reference and are made a part hereof and are hereby adopted and are restated in full in this Section of the Bartlett Municipal Code as described in the middle column under the heading "Description" and as renumbered and as may be cited in the right hand column of the following table under the heading "Bartlett Municipal Code Citation":

Illinois Vehicle Code (625 ILCS)	Description	Bartlett Municipal Code Citation
625 ILCS 5/15-106	Failure to Fasten Loose Projecting Member	6-5/15-106

625 ILCS 5/15-110	Insufficient safety chain	6-15-114:15-110
<u>625 ILCS 5/15-301</u>	<u>Permits for excess size and weight</u>	<u>6-15-114:15-301</u>
625 ILCS 5/18c-4104	Operating without proof of lease in unit	6-15-114:18c-4104

Section 4. Severability. 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. 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 6. Effective Date. This Ordinance shall be in full force and effect after is passage and approval according to law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Daniel H. Gunsteen, 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 2025 - _____ enacted on December 16, 2025, and approved on December 16, 2025, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: WRT Radium Removal System Agreement - Third Amendment BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount -\$34,214.32 Savings Budgeted \$189,942.96

Fund: Water Fund Corresponding Activity Measure: Continue water distribution improvements.

EXECUTIVE SUMMARY

The Village has an agreement with Water Remediation Technology, LLC (WRT) for the removal of radium from the deep backup wells that is due to expire in September 2026. This amendment will terminate the agreement early and allow the Village to remove the WRT equipment without paying early termination fees. Terminating the agreement will save the Village \$15,328.58/month in payments to WRT.

These wells are only used as an emergency backup therefore we no longer need the radium removal system since IEPA will allow us to run the wells for up to 2 weeks without treatment. We are also working on a new interconnect with Hanover Park that will minimize the need for the wells further.

Staff recommends approving the third amendment.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Amendment

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: **Evaluate, budget, and implement water, wastewater, and stormwater infrastructure projects.**

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: Motion to approve Resolution #25 - _____ - R, A RESOLUTION APPROVING THE THIRD AMENDMENT TO WRT RADIUM REMOVAL SYSTEM AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND WATER REMEDIATION TECHNOLOGY, LLC.

Staff: Dan Dinges, Director of Public Works

Date: December 5, 2025

Memo

PUBLIC WORKS

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: WRT Radium Removal System Agreement – Third Amendment
Date: December 5, 2025

The Village has an agreement with Water Remediation Technology, LLC (WRT) for the removal of radium from the deep backup wells that is due to expire in September 2026. This amendment will terminate the agreement early and allow the Village to remove the WRT equipment without paying early termination fees. Terminating the agreement will save the Village \$15,328.58/month in payments to WRT.

These wells are only used as an emergency backup therefore we no longer need the radium removal system since IEPA will allow us to run the wells for up to 2 weeks without treatment. We are also working on a new interconnect with Hanover Park that will minimize the need for the wells further.

RECOMMENDATION:

Staff recommends approving the third amendment.

MOTION:

I move to approve Resolution 2025-_____ - R, A RESOLUTION APPROVING THE THIRD AMENDMENT TO WRT RADIUM REMOVAL SYSTEM AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND WATER REMEDIATION TECHNOLOGY, LLC.

RESOLUTION 2025 - _____

**A RESOLUTION APPROVING THE THIRD AMENDMENT TO WRT RADIUM
REMOVAL SYSTEM AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND
WATER REMEDIATION TECHNOLOGY, LLC**

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 third amendment to the agreement for the Radium Removal System between the Village of Bartlett and Water Remediation Technology, LLC. dated April 19, 2005 (the "Agreement") for the early termination of the agreement, as set forth in the amendment attached hereto and incorporated herein, 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.

**THIRD AMENDMENT TO WRT RADIUM REMOVAL
SYSTEM AGREEMENT**

BETWEEN

VILLAGE OF BARTLETT, ILLINOIS

AND

WATER REMEDIATION TECHNOLOGY LLC

Third Amendment to
WRT Radium Removal System Agreement and Lease

This **Third Amendment to WRT Radium Removal System Agreement and Lease** ("Third Amendment") dated this ___ day of _____ 2025, is entered into between the **Village of Barlett**, a Village established under the laws of Illinois, having an address of 228 South Main Street, Barlett, Illinois 60103 (the "Client"), and **Water Remediation Technology LLC**, a limited liability company registered under the laws of Colorado and having an office at 901 West 116 Avenue, Suite 400, Westminster, CO 80234 ("WRT") (Client and WRT, each a "Party," and together, the "Parties").

Recitals

WHEREAS, Client and WRT's predecessors in interest entered into a WRT Radium Removal System Agreement and Lease on April 19, 2005 ("Original Agreement"), a First Amendment to WRT Radium Removal System Agreement and Lease on March 21, 2006 ("First Amendment"), and a Second Amendment to WRT Radium Removal System Agreement and Lease on February 26, 2009 ("Second Amendment") (the Original Agreement, First Amendment, and Second Amendment, together the "Agreement").

WHEREAS, the Agreement remains in full force and effect and currently expires on September 25, 2026.

WHEREAS, the Parties wish to enter into this Third Amendment to further amend and revise the Agreement to more fully establish their respective rights and obligations regarding expiration and early termination of the Agreement.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED BY THE PARTIES HERETO, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Recitals above are incorporated as if fully set forth herein.
2. The Agreement is hereby acknowledged, ratified and confirmed by all Parties and all Parties have authority to enter into this Third Amendment.
3. To the extent that any terms in this Third Amendment conflict with the terms of the Agreement, the terms contained in this Third Amendment govern.
4. Early Termination: The Parties agree to terminate the Agreement early. The Agreement will terminate on December 25, 2025 ("Termination Date"). The Client will not be obligated to make any payments to WRT after the Termination Date. The Client will not be obligated to pay WRT any early termination fees or termination payments that may otherwise be required by the Agreement.
5. Deactivation: Upon execution of this Amendment, or as soon thereafter as is reasonably practicable, WRT shall coordinate with the Client to remove all Z-88® Media and Spent Media from the WRT Radium Removal System and from the Sites ("Deactivation").
 - a. Client shall, at its own cost, assist and fully cooperate with WRT by disconnecting the WRT Radium Removal System ("WRT System") from the Client's Wells and by providing any other assistance WRT reasonably requests, including reasonable access to the Site.

- b. WRT shall conduct surveys of the WRT System to confirm that it is free of radiological contamination in compliance with the applicable regulatory standards and that the WRT System is approved for unconditional use ("Free Released"). WRT reaffirms its commitment to Section 3.10 of the Agreement and its related obligations to safely remove all Z-88[®] Media and Spent Media from the WRT Radium Removal System and from the Sites. To the extent necessary, WRT may return to the Sites to remove any additional Z-88[®] Media or Spent Media discovered following its initial Free Release certification and then re-certify as necessary.
 - c. Client agrees that expiration, termination, and Deactivation, does not include removal of the WRT System.
6. Ownership of WRT System: The parties agree that on the Termination Date, title to the WRT System shall transfer from WRT to the Client without further need for action of either Party, but that Client will provide WRT access to complete its Deactivation requirements, if any remain. However, title to the WRT System will not transfer from WRT to Client unless and until WRT has provided certification to the Client that the WRT system is approved for unconditional use (Free Release). In the event WRT is unable to certify that the system is approved for unconditional use (Free Release) within 120 days of the contract termination date, then the title to the WRT System will not transfer to the Client and WRT will be obligated to remove the WRT System at its sole cost and expense. WRT's obligations under this Section 6 shall survive the termination of the Agreement.
 7. Binding Effect: This Third Amendment will inure to the benefit of, and will be binding upon and enforceable by, the Client and WRT and their respective successors and permitted assigns.
 8. Time is of the Essence: Time is of the essence for this Third Amendment.
 9. Entire Agreement: The Agreement as modified and amended by this Third Amendment contains the entire understanding and agreement between the Client and WRT, and supersedes all prior understandings, agreements and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. This Third Amendment includes the Recitals.
 10. Amendments: No amendment may be made to any of the terms, conditions or other provisions of the Agreement or this Third Amendment unless the amendment is in writing and signed by both Parties.
 11. Client acknowledges and agrees that WRT is not bound by any of the Client's union or labor contracts or commitments.

IN WITNESS WHEREOF the **Client** and **WRT** have executed this Agreement.

CLIENT

WATER REMEDIATION TECHNOLOGY LLC

BY: _____

BY: _____

PRINT NAME AND TITLE: _____

LYLE HENSON, VP SALES & MARKETING

DATE: _____

DATE: _____



Agenda Item Executive Summary

AGENDA ITEM: WRT & Well Building Demolition Award and Agreement BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$ 68,300.00	Budgeted	\$ 100,000.00
Fund: Water	Corresponding Activity Measure: N/A		

EXECUTIVE SUMMARY

With the elimination of the WRT systems located at the Stearns Road Pump Station and Kent Circle for the wells, part of the agreement includes the Village removing the equipment and materials from these sites. There are a total of 4 buildings at Kent Circle and equipment and tanks at Stearns Road to be demolished and removed.

Staff reached out to the recent lowest bidder on several demolition projects, Fowler Enterprises, LLC to provide proposals for the demolition of these buildings. The total for the demolition of all buildings and equipment came out to \$68,300.

RECOMMENDATION

Staff recommend waiving bids and awarding the WRT Equipment Removal and Well Buildings Demolition contract to Fowler Enterprises LLC.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement w/attachments

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2025-_____, A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE WRT EQUIPMENT REMOVAL AND WELL BUILDINGS DEMOLITION AGREEMENT WITH FOWLER ENTERPRISES, LLC.

Staff: Tyler Isham, Assistant Director of Public Works Date: December 8, 2025

Memo

PUBLIC WORKS

To: Paula Schumacher, Village Administrator
From: Mike Warmus, Street Division Supervisor
Subject: **WRT and Well Building Demolition Award**
Date: December 8, 2025

With the elimination of the WRT systems located at the Stearns Road Pump Station and Kent Circle for the wells, part of the agreement includes the Village removing the equipment and materials from these sites.

Staff reached out to Fowler Enterprises, LLC ("Fowler"), who has been the low bidder on several Village demolition projects to provide a price for the demolition of these buildings/equipment. The proposals are attached for review and come out to a grand total of \$68,300. Fowler will demo and properly clean up all areas afterwards, including equipment removal.

The buildings being demolished include the empty well house, sulfur building, WRT building and electrical building at the Village's Kent Circle property, along with the WRT equipment at the Stearns Road Pump Station.

RECOMMENDATION

Staff recommend waiving bids and awarding the WRT Equipment Removal and Well Buildings Demolition contract to Fowler Enterprises LLC.

MOTION
**MOTION TO APPROVE RESOLUTION #2025- _____ A RESOLUTION WAIVING
ADVERTISING FOR BIDS AND APPROVING THE WRT EQUIPMENT REMOVAL AND WELL
BUILDINGS DEMOLITION AGREEMENT WITH FOWLER ENTERPRISES, LLC.**

RESOLUTION 2025-_____

A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE WRT EQUIPMENT REMOVAL AND WELL BUILDINGS DEMOLITION AGREEMENT WITH FOWLER ENTERPRISES, LLC.

WHEREAS, the Village of Bartlett (“Village”) Public Works Department has an immediate need of demolition services of select buildings and equipment located at 818 Kent Circle and 200 East Stearns Road; and

WHEREAS, the Village of Bartlett’s FY 25/26 budget provides for the demolition of these buildings in the amount of \$100,000; and

WHEREAS, the Village Board has determined that the contract for the demolition of these buildings is not adapted to award through the competitive bidding process at this time due to the nature and timing of the work; and

WHEREAS, the Bartlett Public Works Department solicited proposals from qualified and reputable contractors to timely provide the required removal and demolition, with Fowler Enterprises, LLC submitting the lowest quote for the work in the amount of \$68,300; and

WHEREAS, the Village Board has determined that it is in the best interest of the health, safety and welfare of the Village of Bartlett and its residents to waive competitive bidding and enter into an agreement with Fowler Enterprises, LLC for the efficient and cost-effective demolition and removal of these buildings and materials.

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 Fowler Enterprises, LLC for the demolition work, in a form substantially similar to that attached hereto as Exhibit A.

SECTION THREE: Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the crib roof installation work, such competitive bidding requirements are hereby waived based on the matters set forth in this Resolution.

SECTION FOUR: Repeal and Savings Clause. All resolutions or approvals in conflict or inconsistent with this Resolution are hereby repealed to the extent of such conflict or inconsistency.

SECTION FIVE: Effective Date. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: December 16, 2025

APPROVED: December 16, 2025

Daniel H. Gunsteen, 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 2025 - _____ enacted on December 16, 2025, and approved on December 16, 2025, as the same appears from the official records of the Village of Bartlett

Lorna Gilles, Village Clerk

EXHIBIT A
Agreement with Fowler Enterprises, LLC

CONSTRUCTION AGREEMENT

This Construction Agreement ("**Agreement**") dated this 16th day of December 2025 ("**Effective Date**") is hereby entered into by and between the Village of Bartlett, an Illinois home rule municipal corporation ("**Village**"), and Fowler Enterprises, LLC., 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 demolition services on the Village's properties at 818 Kent Circle and 200 East Stearns Road, Bartlett, Illinois ("**Property**"), with such demolition services provided in the proposals 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 Demolition Services, 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 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

EXHIBIT A

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 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

EXHIBIT A

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 April 26, 2026. 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 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

EXHIBIT A

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 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

EXHIBIT A

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 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

EXHIBIT A

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 \$68,300.00. 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 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

EXHIBIT A

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, 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

EXHIBIT A

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 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.

EXHIBIT A

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

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Jake Fowler
Fowler Enterprises, LLC.
41W691 Russell Road
Elgin, IL 60124
fowerservices@sbcglobal.net

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.

EXHIBIT A

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 delivered by facsimile or other electronic transmission and will have the same force and effect as original signatures.

IN WITNESS WHEREOF the Parties hereto have cause this Agreement to be executed, effective on the date first above written.

EXHIBIT A

VILLAGE OF BARTLETT,
an Illinois home rule municipal corporation

By: _____
Daniel H. Gunsteen, Village President

ATTEST:

By: _____
Lorna Giles, Village Clerk

FOWLER ENTERPRISES, LLC.,
an Illinois corporation

By: _____

ATTEST:

By: _____

EXHIBIT A

Proposal(s) for Demolition Services
(attached in the following pages)

Fowler Enterprises LLC

41W691 Russell Road
Elgin, IL 60124
Ph. 847 414 3382
Fax. 847 695 8770
Email. fowlerservices@sbcglobal.net

October 5, 2025

Attn: Village of Bartlett
228 S Main St,
Bartlett, IL 60103

Proposal for Demolition/Equipment Removal: 200 E Stearns Rd, Bartlett IL 60103

Permits, License and City Fees/Bonds

Fowler Enterprises LLC will obtain all necessary permits needed.

Demolition/Backfill & Grading Activities

Fowler Enterprises LLC will provide all labor, equipment, materials, and insurance for the removal of the identified building. Fowler Enterprises LLC will remove the construction debris material (drywall, wood, roofing, etc.) as well as the recyclable materials (steel, brick, block, concrete and asphalt). The construction debris will be transported and disposed of in approved C&D landfill.

Cost Estimate

Demolition

Cost to Demo and remove all water equipment and tank located inside building at 200 E Stearns Rd, cap off water main line in building as directed by village.....**\$9,600.00**

The cost/pricing is valid for 90 days from the date of this proposal.

Any legal, attorneys or court fees associated with the collection of any portion of the fees owed to Fowler Enterprises LLC shall be paid by the signee or client indicated below who has contracted Fowler Enterprises LLC. Fowler Enterprises LLC agrees to furnish all labor, tools, and equipment necessary to do the work as listed above. Fowler Enterprises LLC will maintain General Liability and Workmen's Compensation Insurance for the duration of the above said work. Certificate of Insurance will be issued upon request Fowler Enterprises LLC

Authorization

Authorization to proceed will begin by signing the proposal below, faxing us a copy and sending the original in the mail.

Owner/ Agent

Fowler Enterprises LLC

Signature

Signature

Title Date

Title Date



Agenda Item Executive Summary

AGENDA ITEM: Water & Sewer Rate Approval

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$ N/A	Budgeted	\$ N/A
Fund(s): Water & Sewer		Corresponding Activity Measure:	

EXECUTIVE SUMMARY

As part of the current strategic plan to evaluate, budget and implement water and wastewater infrastructure projects and the draft strategic plan to maintain critical infrastructure, The Board was presented and has since further reviewed the Water and Sewer Rate Study completed by Stantec. The goal of the study is to ensure that the Village properly maintains their critical infrastructure at a service level that is acceptable to the Board, and that the rates paid are equitable for those that rely on these different systems presently and for future sustainability. Some of the recommendations from Stantec's study include replacing approximately 1% of the Village's 210 miles of watermain annually, and reinstating the Sanitary Sewer Rehab budget back into the Capital Improvement Program.

While the study's recommendation is for annual increases over the next five years, the Village Board will continue its annual review. This annual review will allow the opportunity to adjust rate increases if circumstances change. This year's proposed rate increases, along with the issuance of bonds will allow us to maintain the Capital Improvement Program to a service level approved by the Board.

RECOMMENDATIONS

Based off the information provided by Stantec, Staff recommends adopting the proposed recommendations from Stantec. These include:

- The proposed rate adjustments for Water and Sewer, which would allow the Village to fund the CIP at the recommended levels.
 - Water Annual Rate Adjustment: 8%
 - Sewer Annual Rate Adjustment: 5%
 - The rates will continue to be reviewed annually and adjusted accordingly if necessary.
- Scale the base charge based off meter size, and eliminate the "minimum bill"
- Modify the residential rate structure to a tiered structure to promote water conservation
- Maintain a uniform volumetric rate for non-residential users
- Utilize the cost of service for treatment and collection to follow for each county's proposed sewer rate.

ATTACHMENTS (PLEASE LIST)

Memo, Ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Evaluate budget and implement water, wastewater and stormwater projects
Examine Service Delivery Methods

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance

Motion: I move to approve Ordinance # 2025 - _____, AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE REGARDING WATER AND SEWER RATES AND CHARGES

Staff: Tyler Isham, Assistant Director of Public Works

Date: December 8, 2025

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: Water & Sewer Rate Approval
Date: December 8, 2025

BACKGROUND

At the November 18th Committee of the Whole meeting, Stantec Consulting Services, Inc (“Stantec”) presented their findings and recommendations for the water and sewer rate study. At the following December 2nd Committee meeting, Staff answered the Board’s questions regarding the rates and discussed potential options for moving forward. The goal of the study is to ensure that the Village properly maintains their critical infrastructure at a service level that is acceptable to the Board, and that the rates paid are equitable for those that rely on these different systems presently and for future sustainability.

DISCUSSION

As part of the current strategic plan to evaluate, budget and implement water and wastewater infrastructure projects and the draft strategic plan to maintain critical infrastructure, the recommended rate adjustments from Stantec are 8% for water annually and 5% for sewer annually (beginning May 1, 2026) through fiscal year 2031. These rate adjustments will allow us to properly fund the Capital Improvement Program through these next 5 years, including the adjusted watermain replacement of 1% annually, and sanitary sewer rehab going back to \$1.1 million per year.

While the study’s recommendation is for annual increases over the next five years, the Village Board will continue its annual review. This annual review will allow the opportunity to adjust rate increases if circumstances change. This year’s proposed rate increases, along with the issuance of bonds will allow us to maintain the Capital Improvement Program to a service level approved by the Board.

Along with these rate adjustments, Stantec also recommended adjusting rate structure. These changes include eliminating the “minimum bill” and utilizing a “base charge” based off the size of the customer’s meter and implement a tiered structure for residential users. The table below shows the proposed rate adjustments impacts on users’ bills. As shown, approximately 92% of users will see only a modest increase or potentially no increase at all for sewer and

approximately 78% for water. These new rates and structure will need to be amended within the code. The resolution is attached for approval.

Water Rate/Structure Adjustment Tables:

PROPOSED METER BASE CHARGE

METER SIZE (INCHES)	PROPOSED CHARGE
5/8 x 3/4	\$15.47
1	\$25.79
1.5	\$51.58
2	\$82.53
3	\$180.54
4	\$324.97
6	\$670.42

PROPOSED WATER RATES FOR RESIDENTIAL & NON-RESIDENTIAL

USER TYPE (RES/NON-RES)	USAGE RATE (GALLONS)		
	0 - 3,000	3,001 - 6,000	6,000+
Residential	\$9.75	\$13.00	\$15.75
Non-Residential	\$11.40		

Sewer Rate/Structure Adjustment Tables:

PROPOSED METER CHARGE BY COUNTY

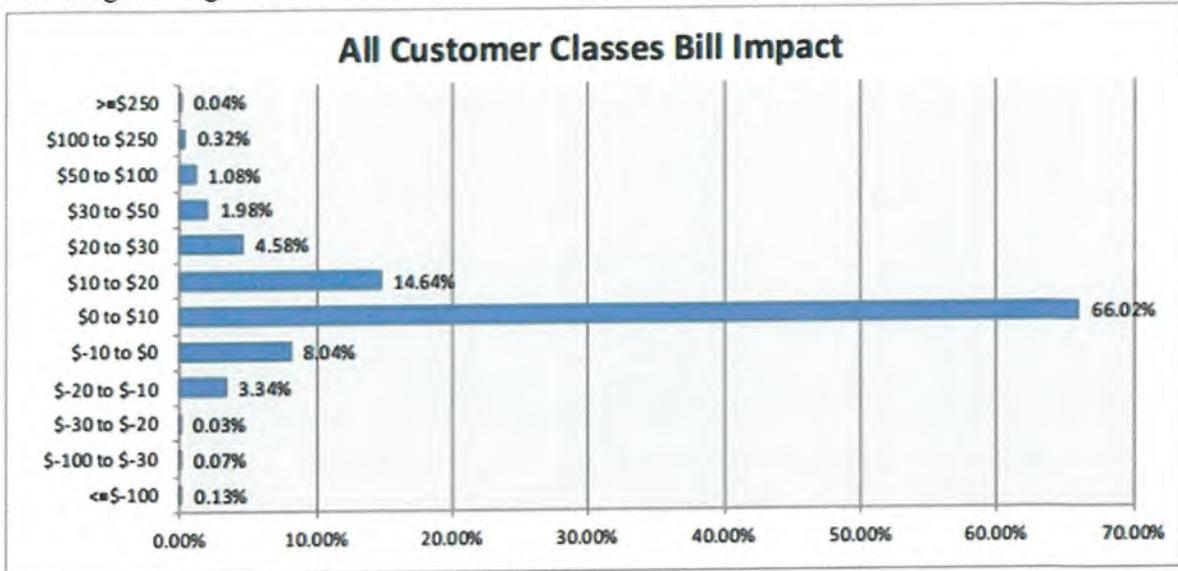
METER SIZE (IN.)	DUPAGE	COOK	KANE
5/8 x 3/4	\$18.81	\$8.78	\$2.11
1	\$31.35	\$14.63	\$3.51
1.5	\$62.69	\$29.25	\$7.02
2	\$100.31	\$46.81	\$11.23
3	\$219.42	\$102.39	\$24.57
4	\$394.96	\$184.30	\$44.23
6	\$814.94	\$380.28	\$91.27

PROPOSED RATE COMPONENTS BY COUNTY

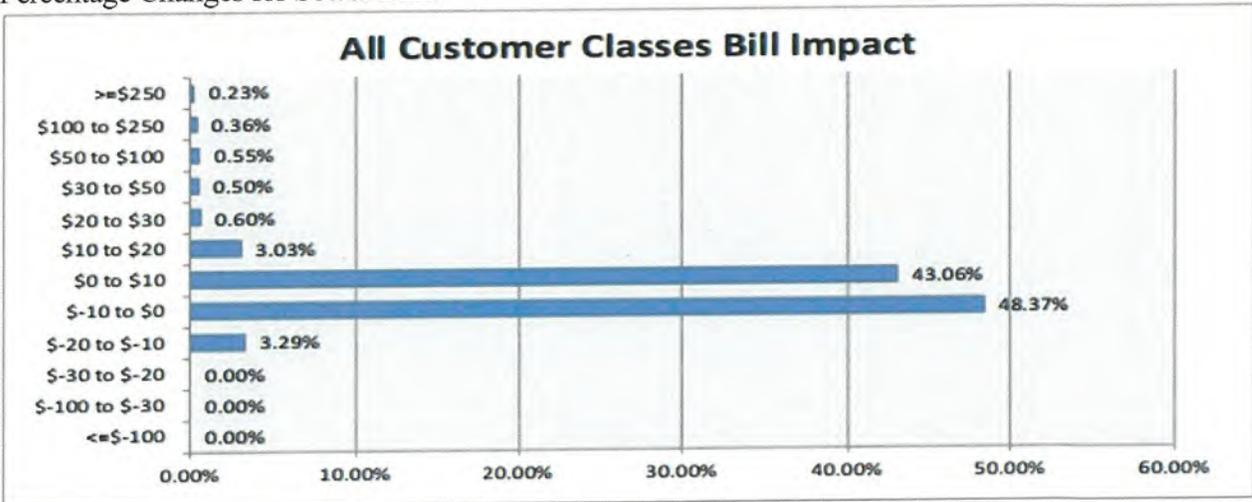
RATE COMPONENT	DUPAGE	COOK	KANE
Treatment (including Capital/IEPA loan)	\$2.76	-	-
Collection	\$2.28	\$2.28	\$2.28
Devon Bonds	-	\$0.84	-
Total Usage per 1,000 Gallons	\$5.04	\$3.12	\$2.28

Customer Bill Impacts with Proposed Changes:

Percentage Changes for Water Bills:



Percentage Changes for Sewer Bills:



RECOMMENDATIONS

Staff recommends approving the ordinance amending the Code regarding water and sewer rate charges that will adjust the rates and rate structure based off the proposed recommendations from Stantec for the initial year. These include:

- The proposed rate adjustments for Water and Sewer, which would allow the Village to fund the CIP at the recommended levels.
 - Water Annual Rate Adjustment: 8%
 - Sewer Annual Rate Adjustment: 5%

- The rates will continue to be reviewed annually and adjusted accordingly if necessary.
- Scale the base charge based off meter size, and eliminate the “minimum bill”
- Modify the residential rate structure to a tiered structure to promote water conservation
- Maintain a uniform volumetric rate for non-residential users
- Utilize the cost of service for treatment and collection to follow for each county’s proposed sewer rate.

MOTION

**MOVE TO APPROVE ORDINANCE # 2025-_____, AN ORDINANCE
AMENDING THE BARTLETT MUNICIPAL CODE REGARDING WATER AND
SEWER RATES AND CHARGES**

ORDINANCE 2025 - _____

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE REGARDING
WATER AND SEWER RATES AND CHARGES**

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 Corporate Authorities of the Village have previously adopted certain rates and charges for the use of the Village's water and sewer systems, which are codified in Chapter 5 of Title 7 of the Bartlett Municipal Code; and

WHEREAS, the Village has conducted an extensive study to determine the anticipated costs to maintain the Village's aging water and sewer infrastructure into the future; and

WHEREAS, the study conducted by the Village determined that, in order to properly maintain and replace the Village's aging water and sewer infrastructure, the Village will need to increase the current water and sewer rates and charges; and

WHEREAS, the corporate authorities of the Village find that amending the Village Code, as provided in 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, as follows:

SECTION ONE. **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 TWO. **Amendment to Section 7-5B-1 of the Village Code.** Section 7-5B-1, entitled "Water Rates," of Chapter 5, "Village Water and Utility Systems," of Title 7, "Public Ways and Properties," of the Village of Bartlett Municipal Code is hereby deleted in its entirety and replaced with the following:

"7-5B-1: WATER RATES:

Effective May 1, 2026, the amount to be charged to each user of water from the Bartlett water distribution system will be as follows:

- A. Base Charge: Each user of the Bartlett water distribution system will pay a monthly base charge according to the size of the water meter on the premises, regardless of the amount of water usage, as follows:

Water Meter Size	Base Charge
5/8" and 3/4"	\$15.47
1"	\$25.79
1.5"	\$51.58
2"	\$82.53
3"	\$180.54
4"	\$324.97
6"	\$670.52

- B. Usage Charge: Each user of the Bartlett water distribution system will pay a monthly usage charge, in addition to the monthly base charge, per thousand gallons of water used as follows:

Residential Users: 3,000 or less	\$9.75
Residential Users: 3,000 to 6,000	\$13.00
Residential Users: 6,000 or more	\$15.75
Non-residential Users	\$11.40

- C. Senior Discount: All Bartlett residents who are age sixty-five (65) and over and who are responsible for the payment of their own residential water charges shall receive a ten percent (10%) discount on all water charges."

SECTION THREE. Amendment to Section 7-5D-8 of the Village Code. That Section 7-5D-8, entitled "Sewer Rate Charges," of Chapter 5, "Village Water and Utility Systems," of Title 7, "Public Ways and Properties," of the Village of Bartlett Municipal Code is hereby deleted in its entirety and replaced with the following:

"7-5D-8: SEWER RATE CHARGES:

Effective May 1, 2026, the amount to be charged monthly to each user of the Bartlett sanitary sewer system will be as follows:

- A. Base Charge: Each user of the Bartlett sanitary sewer system will pay a monthly base charge according to the size of the meter on the premises, regardless of the amount of collection or treatment, as follows:

Meter Size	Base Charge: DuPage County	Base Charge: Cook County	Base Charge: Kane County
5/8" and 3/4"	\$18.81	\$8.78	\$2.11
1"	\$31.35	\$14.63	\$3.51
1.5"	\$62.69	\$29.25	\$7.02
2"	\$100.31	\$46.81	\$11.23

3"	\$219.42	\$102.39	\$24.57
4"	\$394.96	\$184.30	\$44.23
6"	\$814.94	\$380.28	\$91.27

B. Usage Charge: Each user of the Bartlett sanitary sewer system will pay a monthly usage charge, in addition to the monthly base charge, per thousand gallons as follows:

Rate Component	DuPage County	Cook County	Kane County
Treatment Rate	\$2.76	n/a	n/a
Collection Rate	\$2.28	\$2.28	\$2.28
Capital Rate	n/a	\$0.84	n/a
Total Usage Rate	\$5.04	\$3.12	\$2.28

C. Senior Discount: All Bartlett residents who are age sixty-five (65) and over and who are responsible for the payment of their own sewer charges shall receive a ten percent (10%) discount on all sewer charges."

SECTION FOUR. 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 FIVE. Effective Date. This Ordinance shall be in full force and effect on May 1, 2026.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: _____, 2025

APPROVED: _____, 2025

Daniel H. Gunsteen , 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 2025- _____ enacted on December 16, 2025, and approved on December 16, 2025, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Memo

To: Paula Schumacher, Village Administrator
From: Samuel Hughes, Assistant to the Village Administrator
Subject: **Brush Collection Service Contract Award**
Date: December 8, 2025

In March 2021, the Village entered into a Brush Collection Service Agreement with Trees “R” Us, Inc. for residential brush pickup. The contract included an initial one-year term with the option for four automatic one-year extensions. All four extensions have now been exercised, and the agreement has reached the end of its allowable term extensions.

Brush collection has continued to be performed by Trees “R” Us using grappler trucks, providing village wide twice yearly service in the spring and fall seasons. Staff has no concerns with the service provided by Tree’s R Us and with the current term expiring, an Amendment is needed to continue brush collection services under updated terms.

The proposed First Amendment establishes a new contractual period and updates terms to reflect current operational and cost conditions.

- The updated term of this agreement will run for a period of two (2) years beginning on April 21, 2026, and expiring April 21, 2028.
- Pricing in this agreement will increase from \$8.40 to \$8.66 per dwelling unit, per year for an annual price increasing from \$89,392.80 to \$92,159.72

RECOMMENDATION

Staff recommends approval of the First Amendment to the Bartlett Brush Collection Service Agreement with Trees “R” Us, Inc., allowing continuation of residential brush collection services under updated terms.

MOTION

MOVE TO APPROVE RESOLUTION #2025-___-R, A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE VILLAGE OF BARTLETT SEMI-ANNUAL BRUSH COLLECTION SERVICE AGREEMENT

RESOLUTION 2025 - _____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE VILLAGE OF BARTLETT SEMI-ANNUAL BRUSH COLLECTION SERVICE AGREEMENT

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 First Amendment to the Semi-Annual Brush Collection Services Agreement in the Village of Bartlett, dated December 16, 2025, between the Village of Bartlett and Trees "R" Us, Inc. (the "Contract"), 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 is hereby authorized and directed to sign and attest, respectively, the Contract 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 16, 2025

APPROVED: December 16, 2025

Daniel H. Gunsteen, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2025 - _____ enacted on December 16, 2025, and approved on December 16, 2025, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

FIRST AMENDMENT TO THE VILLAGE OF BARTLETT SEMI-ANNUAL BRUSH COLLECTION SERVICE AGREEMENT

This First Amendment to the Bartlett Semi-Annual Brush Collection Service Agreement (the "**Agreement**") is dated as of the 16th day of December, 2025, and is by and between the **VILLAGE OF BARTLETT** ("**Village**"), an Illinois home rule municipality, and Trees R' Us, Inc., (the "**Contractor**"), an Illinois corporation. The Village and Contractor are sometimes individually referred to as a "**Party**" and collectively as "**Parties**" throughout this Agreement.

RECITALS:

WHEREAS, the Village and Contractor entered into a Sem-Annual Brush Collection Service Agreement dated April 20, 2021 (the "**Original Agreement**"), attached as **Exhibit A** and made a part of this Agreement by this reference; and

WHEREAS, the Original Agreement was automatically extended for the First Extension Term on April 20, 2022, and the Original Agreement was further extended for the Second Extension Term, Third Extension Term, and Fourth Extension Term; and

WHEREAS, the Original Agreement, as extended, is set to expire on April 20, 2026; and

WHEREAS, the Parties mutually desire to extend the Original Agreement and amend the Original Agreement as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

Section 1. Recitals. The Parties hereby confirm the validity of the representations and recitals set forth in the foregoing recitals. The Parties acknowledge that said recitals are hereby incorporated into and made a part of this Agreement, as though they were fully set forth in this Section 1.

Section 2. Amendment to Section 2 of the Original Agreement.

Section 2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

2. **Term.** The term of this Agreement will, unless terminated pursuant to Section 11 of this Agreement, run for a period of two (2) years beginning on April 21, 2026, and expiring on April 21, 2028.

Section 3. Amendment to Section 3 of the Original Agreement.

Section 3 of the Original Agreement entitled "Contract Sum and Contract Sum Payment Procedure" is amended as follows (deletions in ~~strikethrough~~, additions in **bold** and underline):

3. **Contract Sum and Contract Sum Payment Procedure.**

A. All payments under the Agreement shall be payable monthly based on a semi-annual invoice for the Service Work equal to one-half (1/2) of the annual cost based on (1) the Price per Collection per Dwelling of ~~\$4.20~~ **\$4.33** x (2) Quantity per Year for an Annual Dwelling Unit Price of ~~\$8.40~~ **\$8.66** x the Number of Units (initially 10,642 units) for an Initial Annual Price of ~~\$89,392.80~~ **\$92,159.72** plus the cost of any Emergency Brush Pick Up, if any, calculated at the hourly rates for Labor or Equipment set forth in the Contractor's Proposal (collectively, the "Contract Sum"). **Beginning on April 21, 2027, the Price per Collection per Dwelling shall automatically increase for the remainder of the Agreement's Term by the rate of the change in the Consumer Price Index, measured from April 21, 2026 to April 21, 2027, as published by the Illinois Department of Revenue.** ~~The price per Collection per Dwelling, Quantity per Year, and Annual Dwelling Unit Price shall remain the same for each year of the Extended Term, if extended, in accordance with Section 2 of this Agreement.~~ The Village does not guaranty the accuracy of the estimated Number of Units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to the estimated Number of Units exceeding or being less than the actual Number of Units.

B. Contractor shall provide semi-annual invoices to the Village throughout the **Term of the Agreement** ~~Initial Term and for each Extension Term in the event the Contract is extended,~~ for the Service Work for the brush pick up service provided In June and October of each year during the ~~Initial Term, or any Extension of the Extended Term.~~ It shall be a condition precedent to the Village obligation to make a semi-annual payment that the Contractor shall have submitted to the Village, on or before the fifteenth day of the month in which the Contractor is applying for a payment for the preceding Service Work performed, an invoice and a detailed list of the actual Number of Units and addresses served.

C. It shall be a condition precedent to any payment required by the Village hereunder, that the Village has determined that the Project Work being invoiced has been completed for the brush pick up service invoiced in strict compliance with the terms and conditions herein, and in the other Contract Documents. The Village shall deduct from the payment due each semi-annual period during the ~~Initial Term or any Extended Term~~ amounts as determined for incomplete work, deficient work, and for any unsettled claims. The Village shall pay the balance of the invoice and provide a detailed explanation of any such deductions, and pay any amount deducted within 30 days after verification that any incomplete Service Work has been completed and/or any deficient Service Work has been corrected.

D. The Prevailing Wage Act (820 ILCS 130/01, et seq.) does NOT apply to this Contract.

Section 4. Continuing Effect. All other terms and conditions set forth in the Original Agreement, except as expressly modified by this Agreement, shall remain in full force and effect.

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

Dated: December 16, 2025

Dated: December 16, 2025

VILLAGE OF BARTLETT

Trees R Us, Inc.
[NAME OF CONTRACTOR]

By: _____
Daniel H. Gunsteen, Village President

By: *Jan [Signature]*
Title: President

Attest:

Attest:

Lorna Gilles, Village Clerk

Marissa Ackerman
Title: Office Manager

EXHIBIT A

BARTLETT SEMI-ANNUAL BRUSH COLLECTION SERVICE
ORIGINAL AGREEMENT

(Appended on the following pages)

**BARTLETT SEMI-ANNUAL BRUSH
COLLECTION SERVICE AGREEMENT**

This Bartlett Semi-Annual Brush Collection Service Agreement (the "Agreement") is entered as of this 20th day of April, 2021 between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and TREES "R" US, INC, an Illinois corporation (the "Contractor") (collectively, the "Parties").

WITNESSETH:

That for and in consideration of the payments set forth in the Contractor's Proposal for the Bartlett Semi-Annual Brush Collection Services specified in the Contract Documents, Contractor agrees with the Village that the Contractor, at its own proper cost and expense, to do all work, furnish all materials and all labor necessary to perform the Semi-Annual Brush Collection Services in accordance with the terms, conditions and specifications, special provisions and maps set forth in the Contract Documents hereinafter described and defined, and in full compliance with all of the parts of this Agreement and the said Contract Documents.

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

1. Service Work.

A. The proposed work includes, but is not limited to, brush collection services work throughout the Village of Bartlett to approximately 10,642 dwelling units in June and October throughout the Term and any Extended Term, in strict accordance with the Contract Documents (hereinafter defined) and sometimes hereinafter alternatively referred to herein as the "Project" or the "Service Work".

B. Contract Documents mean and include: (i) this Agreement; (ii) Bid Documents for Semi-Annual Brush Collection Services for the Village of Bartlett, including but not limited to (a) Invitation to Bid, (b) Instructions to Bidders, (c) Bid Proposal form, (d) Bid Schedule, (e) Emergency Brush Pick-Up Labor & Equipment Rates, (f) Bid Conditions, (g) General Conditions of the Contract, (h) Part III – Failed Performance Specifications, (i) Part IV Bartlett Map; (j) Addendum No. 1; and (k) the Contractor's Bid Proposal and Documents, which documents are expressly incorporated herein by reference and are collectively referred to herein as the "Contract Documents". In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any of the other Contract Documents, the terms and conditions of this Contract shall control. In the event of any conflict between the terms and conditions of any of the other Contract Documents, the most stringent requirements as determined by the Village shall control.

2. **Renewable Contract and Term.** This Contract shall have an initial term of one year from the effective date (the "Initial Term"); provided, however, if no written notice is provided by either party of its intention not to renew, is given at least sixty (60) days before the end of the Initial Term, this Contract shall automatically be extended for an additional one year (the "First Extension Term". If no written notice is provided by either party of its intention not to renew at least sixty (60) days before the end of the First Extension Term, this Agreement shall automatically be extended for an additional one year term (the "Second Extension Term"). If no written notice is provided by either party of its intention not to renew given at least sixty (60) days before the end of the Second Extension Term, this Agreement shall automatically be extended for an additional one year term (the "Third Extension Term"). If no written notice is provided by either party of its intention not to renew given at least sixty (60) days before the end of the Third Extension Term, this Agreement shall automatically be extended for an additional one year term (the "Fourth Extension Term"). The First Extension Term (year 2), the Second Extension Term (year 3), the Third Extension Term (year 4) and the Fourth Extension Term (year 5), if so extended, are sometimes referred to herein as an "Extended Term" and all other terms and conditions set forth in this Agreement and the Contract Documents shall apply, including the unit prices for the Service Work set forth in Section 3 of this Agreement, and shall be applied to the then applicable number of units.

3. **Contract Sum and Contract Sum Payment Procedure.**

A. All payments under the Agreement shall be payable monthly based on a semi-annual invoice for the Service Work equal to one-half (1/2) of the annual cost based on (1) the Price per Collection per Dwelling of \$ 4.20 x (2) Quantity per Year for an Annual Dwelling Unit Price of \$ 8.40 x the Number of Units (initially 10,642 units) for an Initial Annual Price of \$ 89,392.80 plus the cost of any Emergency Brush Pick Up, if any, calculated at the hourly rates for Labor or Equipment set forth in the Contractor's Proposal (collectively, the "Contract Sum"). The price per Collection per Dwelling, Quantity per Year, and Annual Dwelling Unit Price shall remain the same for each year of the Extended Term, if extended, in accordance with Section 2 of this Agreement. The Village does not guaranty the accuracy of the estimated Number of Units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to the estimated Number of Units exceeding or being less than the actual Number of Units.

B. Contractor shall provide semi-annual invoices to the Village throughout the Initial Term and for each Extension Term in the event the Contract is extended, for the Service Work for the brush pick up service provided In June and October of each year during the Initial Term or any Extension of the Extended Term. It shall be a condition precedent to the Village obligation to make a semi-annual payment that the Contractor shall have submitted to the Village, on or before the fifteenth day of the month in which the Contractor is applying for a payment for the preceding Service Work performed, an invoice and a detailed list of the actual Number of Units and addresses served.

C. It shall be a condition precedent to any payment required by the Village hereunder, that the Village has determined that the Project Work being invoiced has been completed for the brush pick up service invoiced in strict compliance with the terms and conditions herein, and in the other Contract Documents. The Village shall deduct from the payment due each semi-annual period during the Initial Term or any Extended Term amounts as determined for incomplete work, deficient work, and for any unsettled claims. The Village shall pay the balance of the invoice and provide a detailed explanation of any such deductions, and pay any amount deducted within 30 days after verification that any incomplete Service Work has been completed and/or any deficient Service Work has been corrected.

D. The Prevailing Wage Act (820 ILCS 130/01, *et seq.*) does NOT apply to this Contract.

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

5. **Compliance with Law.** All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

6. **Binding Obligation and Non-Assignability.** Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

7. **Taxes.** The Village is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and

all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

8. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Service Work and represents and warrants that the Specifications, Maps and other Contract Documents are adequate and the required result can be produced thereunder. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Service Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

9. Insurance. Contractor shall procure and maintain for the duration of the Term and for each extension of the Extended Term, if any, insurance of the types and in amounts of not less than the coverages listed in Section 3 of the General Conditions in the Contract Documents. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

10. Indemnification. Contractor shall hold harmless, defend and indemnify the Village and its officers, officials and employees from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of the Service Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Village.

11. Default. In addition to the Owner's right to terminate the Agreement for breach, in the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in Section 12 below.

12. Limitation on the Owner's Liability. The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

13. Delays in Service. Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Price per Collection per Dwelling, Quantity per year, or Annual Dwelling Unit price as a result of any delays in the progress of the Service Work. The Contractor's sole remedy for delay shall be an extension of time. If the Contractor, but for a delay not within the Contractor's control, would have completed the Service Work in accordance with the Scope of Work, Brush Collection Dates for 2021 set forth in the Detailed Performance Specifications and the Bidder's Schedule set forth in

the Contract Documents, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Service Work, except for remedies Contractor may be entitled to under the Prompt Payment Act (50 ILCS 505/).

14. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

15. Contractor Control Over Manner, Means and Methods of Service. Contractor shall at all times have sole control over the manner, means and methods of performing the Service Work required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Service Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Service Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Service Work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees performing the Service Work and all other persons who may be affected thereby.

16. Assumption of Liability. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

17. No Waiver of Immunities and/or Privileges by the Village of Bartlett. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

18. **Clean Air Act and Federal Water Pollution Control Act.** Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

19. **Work by Trade Unions.** If the Service Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Service Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

20. **Illinois Human Rights Act.** The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5/) and Contractor represents and warrants to the Village as follows:

A. That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

B. That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will

promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

21. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Contractor or the Village, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to pandemic, epidemic, strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other cause of any kind whatsoever which are beyond the reasonable control of the parties.

22. Miscellaneous.

A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

B. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

C. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

D. In construing this Agreement, section headings shall be disregarded.

E. Time is of the essence of this Agreement and every provision contained herein.

F. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

G. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

Dated: April 20, 2021

Dated: April 20, 2021

VILLAGE OF BARTLETT

TREES "R" US, INC.
[NAME OF CONTRACTOR]

By: _____
Kevin Wallace, Village President

By: [Signature]
Title: PRESIDENT

Attest:

Attest:

Lorna Giless, Village Clerk

[Signature]
Title: SECRETARY