

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**SEPTEMBER 4, 2018**  
**7:00 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. \*CONSENT AGENDA\*

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

\*6. MINUTES: Board and Committee Minutes – August 21, 2018

\*7. BILL LIST: September 4, 2018

8. TREASURER'S REPORT: None

9. PRESIDENT'S REPORT: None

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

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

12. STANDING COMMITTEE REPORTS:

**A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS**

- \*1. Ordinance Granting a Rear Yard Variation for 1439 Snow Drift Circle

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

1. Ordinance Granting a Special Use Permit to Serve Alcohol at May's Lounge at 211 S. Main Street

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

1. None

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

- \*1. Bartlett High Homecoming Parade Request
- \*2. Creation of Class A Liquor License – Bartlett Tap
- \*3. Creation of Class B Liquor License – May's Lounge

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

1. Deferred – See Item 17

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

1. Resolution Approving of Professional Services Agreement Between the Village of Bartlett and Crawford, Murphy & Tilly (CMT) for Design Services for the Apple Orchard Lift Station Rehabilitation Project

13. NEW BUSINESS

1. Bartlett Tap Class A Liquor License Request
2. May's Lounge Class B Liquor License Request

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURN TO EXECUTIVE SESSION: To Discuss Collective Negotiation Matters Pursuant to Section 2(c)2 of the Open Meetings Act

16. RECONVENE BOARD MEETING

17. POLICE & HEALTH COMMITTEE: Item 1.) Metropolitan Alliance of Police Union Contract

18. ADJOURNMENT



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**BOARD MINUTES**  
**August 21, 2018**

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1. CALL TO ORDER

President Wallace called the regular meeting of August 21, 2018 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Economic Development Coordinator Tony Fradin, Management Analyst Sam Hughes, Administrative Intern Joey Dienberg, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Chuck Snider, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Father Christopher Ciomek, St. Peter Damian Catholic Church, gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Hopkins stated that he would like item 1 under Building & Zoning, (Resolution 2018-95-R, Storino, Ramello & Durkin Resolution Approving of Disclosure and Consent to Potential Conflict of Interest) to be removed from the Consent Agenda.

Trustee Gabrenya stated that she would like to add items 1-2 under Community & Economic Development. (Resolution 2018-89-R, a Resolution Supporting and



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Consenting to the Renewal of Cook County 6B Classification for the Property Commonly Known as 1550 West Bartlett Road, Bartlett, Illinois and Resolution 2018-90-R, a Resolution Approving and Directing the Execution of the Non-Exclusive License Agreement Between Nick's Coffee Shop and the Village of Bartlett) to the Consent Agenda.

Trustee Reinke stated that he would like to add items 1-4 under Public Works. (Resolution 2018-91-R, a Resolution Ratifying and Approving the Agreement Between Joseph J. Henderson & Sons, Inc. and the Village of Bartlett for the Lake Michigan Receiving Station Project; Resolution 2018-02, a Resolution Approving of the Second Amendment to the DuPage Water Commission Water Purchase and Sale Contract; Resolution 2018-93-R, a Resolution Approving of the Amended and Restated Intergovernmental Agreement Between the Village of Bartlett and the DuPage Water Commission; Resolution 2018-94-R, a Resolution Approving of the Metering Station Easement Agreement Between the Village of Bartlett and the DuPage Water Commission) to the Consent Agenda.

Trustee Deyne moved to amend the Consent Agenda to remove item 1 under Building & Zoning from the Consent Agenda (Resolution 2018-95-R, Storino, Ramello & Durkin Resolution Approving of Disclosure and Consent to Potential Conflict of Interest) and add items 1-2 under Community & Economic Development (Resolution 2018-89-R, a Resolution Supporting and Consenting to the Renewal of Cook County 6B Classification for the Property Commonly Known as 1550 West Bartlett Road, Bartlett, Illinois) and (Resolution 2018-90-R, a Resolution Approving and Directing the Execution of the Non-Exclusive License Agreement Between Nick's Coffee Shop and the Village of Bartlett). Also, items 1-4 under Public Works. (Resolution 2018-91-R, a Resolution Ratifying and Approving the Agreement Between Joseph J. Henderson & Sons, Inc. and the Village of Bartlett for the Lake Michigan Receiving Station Project; Resolution 2018-92-R, a Resolution Approving of the Second Amendment to the DuPage Water Commission Water Purchase and Sale Contract; Resolution 2018-93-R, a Resolution Approving of the Amended and Restated Intergovernmental Agreement Between the Village of Bartlett and the DuPage Water Commission; Resolution 2018-94-R, a Resolution Approving of the Metering Station Easement Agreement Between the Village of Bartlett and the DuPage Water Commission) and that motion was seconded by Trustee Hopkins.

**ROLL CALL VOTE TO AMEND THE CONSENT AGENDA**

**AYES:** Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke  
**NAYS:** None  
**ABSENT:** None  
**MOTION CARRIED**



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

Trustee Camerer moved to approve the Amended Consent Agenda, and all items designated to be approved by consent therein as amended, and that motion was seconded by Trustee Carbonaro.

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

**AYES:** Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke  
**NAYS:** None  
**ABSENT:** None  
**MOTION CARRIED**

**6. MINUTES**

Trustee Carbonaro moved to approve the Public Hearing, Board and Committee minutes from July 17, 2018, and that motion was seconded by Trustee Deyne.

**ROLL CALL VOTE TO APPROVE THE PUBLIC HEARING, BOARD AND COMMITTEE  
MINUTES FROM JULY 17, 2018**

**AYES:** Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins  
**NAYS:** None  
**ABSENT:** None  
**ABSTAIN:** Trustee Reinke  
**MOTION CARRIED**

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

**8. TREASURER'S REPORT**

Finance Director Todd Dowden stated that this was the June Treasurer's Report. He then presented the Municipal Sales Tax Report through April, 2018, and stated it totaled \$194,753 and was up \$8,259 (4.43%) from the previous month last year. Motor Fuel Tax distribution through May, 2018 totaled \$86,848 and was down \$4,630 from the prior year.



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9. PRESIDENT'S REPORT

President Wallace stated that they have a very special group of guests that are here to be recognized. These guests are the students from the Bartlett High School Science, Technology, Engineering, Math (STEM) academy who have participated and completed a 40 hour internship, as a part of a pilot program and a partnership between School District U-46, the Alignment Collaborative for Education, and the Village of Bartlett. These students had an opportunity to participate in one of three internships: Engineering, GIS, or Local Government. This internship not only gave these students a tremendous opportunity to step into the real world, but the students gave the Village long-lasting, quality work. The Village is extremely grateful to U-46, and the Alignment Collaborative for helping to set up this incredible opportunity.

He turned things over to the Human Resources Director, Janelle Terrance, and our Administrative Intern, Joey Dienberg, to talk a little bit about the process of putting together this internship program.

Human Resources Director Janelle Terrance stated that early last November, Paula met Nancy Coleman, Executive Director of the Alignment Collaborative for Education, at a community partnership breakfast and that is how the Village was introduced to the career pathways component that they were looking to establish. During meetings with Ms. Coleman and staff from U-46, we established parameters for developing the program, which included job postings, the application process, and the interview and selection process for the students. Bartlett High School staff including Principal Mike Demovsky and STEM academy advisor Joseph Morales were very accommodating and we went on to select seven students for the pilot program.

She stated that one of the goals for the Village is to increase public awareness of Village programs and services. Providing these students with a behind the scenes look at the services we provide and how we provide them is a great way to expose our local schools, students and their parents to the Village's work in a very meaningful way. This internship is Student Government Day with the volume turned up. We are very grateful for their contributions to our operations and we look forward to continuing this program in the future. She introduced Joey Dienberg, our Administrative Intern who will share with you how he coordinated the orientation and work assignments for the interns.

Administrative Intern, Joey Dienberg stated that they saw a lot of success with our first year of this internship program. Once the interns were selected, they opened up the program with an intern orientation. For this orientation they had an "intro to local government" presentation where they introduced the interns to the different departments that provide services to their hometown. They then toured Village Hall, the new police facility, and public works; finishing the day with a lunch at Bartlett Hills with the Mayor, and learned about the roles of elected officials in the Village. Following the orientation,



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the interns worked independently to arrange their schedules and projects with their supervisors, doing great work.

The following interns received a Certificate of Appreciation and were recognized by the Board.

Engineering: Meher Mirza and Sareena Shah- Some of the engineering projects included shadowing the Village Engineer when going out on storm sewer inspections, soil/erosion inspections, and attending meetings on the transition to Lake Michigan water.

GIS: Patricia Marasigan and Britney Yu – Some of the projects that they worked on included using GPS units to collect “edge of pavement” and “back of curb” points, taking pictures of several signs and equipment at several parks, and completing impervious surface drawings.

Local Government: Ishan Desai, Emily Hettinger, and Azam Kahn. Here are some of the projects that they worked on: Ishan worked with code enforcement to create a reference guide for the Village’s code enforcement software, Emily created a digital welcome packet for new residents as well as updating the print packet, and Azam worked with economic development to create “Bartlett Business Spotlight” videos.

President Wallace thanked U-46 Superintendent, Tony Sanders and staff for attending the meeting.

Village Administrator Paula Schumacher stated that they hope to use the program that they developed in the eight other high schools that will be participating in the program in the future. Joey did a great job “packaging” the details so it can be used throughout the district.

President Wallace stated that the program was forty hours of unpaid volunteer work.

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

Trustee Deyne questioned why there were only six interns and were there any plans on increasing the amount. He thought it was a wholesome program and forty hours of their volunteer time was beneficial based on the education they could gain. He asked if there was any thought given to that?

Administrator Schumacher stated that this was a pilot program for us as well as U-46. We can certainly talk to them and see if there is a way to expand it. She wanted to make sure that they have meaningful projects for the students and enough supervisors to make sure it doesn’t get lost in translation.



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President Wallace stated that there were actually seven participants and a total of ten applied.

Trustee Carbonaro asked for an update on the conversations they have had with the insurance broker.

Administrator Schumacher stated that they met with the broker on Monday and went through an array of many different options and some benchmarks that were in the public sector that could be used as a guideline for where they would like to end up. They asked them to run some numbers and some different configurations as well as many other things. They will be meeting with them to put together a package to bring to the Board to look at. It was a very productive meeting and they had a lot of great ideas.

Trustee Reinke commended Mr. Dinges as well as the entire staff for all of the hard work on the Lake Michigan Water Project. He stated that there are hiccups in any construction project that this is a thirty million dollar project and they have had maybe three events that could have prolonged the project for a year or more. They have dealt with all of those issues with great aplomb and he appreciates the hard work. He knew they would be done in May of 2019.

Trustee Camerer also commended Mr. Dinges for getting the brush trimmed at the end of Auburn Lane. Several people in his community appreciated the assistance.

11. TOWN HALL

**Gary and Joan Plice, 128 S. Hickory**

Mr. Plice spoke about the truck traffic within the downtown area. With the major construction project going on near Lake Street, and Route 59 construction, there seems to be more trucks taking a shortcut through the Village. He didn't know what it takes to get the message to the truckers that they should not be there, especially going over the railroad tracks. He requested a little bit of additional attention from the police force.

Police Chief Patrick Ullrich stated that the signs are still in effect keeping trucks over 12,000 pounds out of the downtown - that does exclude local deliveries. They could definitely do some extra enforcement.

**John Eallonardo, Construction Manager, Frederick Quinn Company**

Mr. Eallonardo stated that the work on the second half of the project is well under way which is the structure, for what will be the detention area and detective's area. They are also in the process of putting together the west parking lot for police department vehicles. They are starting concrete curbs so they can build the parking lot. On an overall basis, the project remains on schedule to be completed by the end of the year and they remain under budget.



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Trustee Hopkins stated that in the first phase they had to use some overtime to stay on schedule. Is that still the case with the second phase?

Mr. Eallonardo stated that they do not anticipate using any overtime going forward.

**Mary Carol Ghislin, 447 Tennyson Road**

Ms. Ghislin thanked the Board for their hard work on behalf of the residents of Bartlett. She was there to express public support for one program that the Village offers, and to urge activity in a second direction.

First, the parkway tree replacement program is a welcome benefit to the Village. We are fortunate that it was in place before the emerald ash borer moved into our neighborhoods. It was in place when we needed it to support recovery efforts.

She stated that according to the Village's own records, this recovery has been slow. As of this summer, Bartlett is still suffering from 24% fewer trees than before the infestation. This percentage represents roughly 2,840 fewer trees than before. She was disappointed to discover on the Village website so little information about the tree replacement program.

When she received the latest Bartletter, she was pleased to see a reminder article...and even thrilled when she went to the website and saw a new link on the landing page leading to an information page with photos! Fantastic!

She urged the Village to continue this marketing campaign through at least 2020. It seems as though, we have been a little lax in recognizing the great work that this program has done and will do for us all and we are in a critical phase of needing that support.

If we are still 2,840 trees short, consider the following statistic:

- According to the U.S. Forestry service, just 100 mature trees channel 250,000 gallons of rainwater into the soil, per year.
- Therefore, 2,840 mature trees will channel 7,100,000 gallons of rainwater per year.

Without these trees, where is this water going now?

She hoped they could see the urgency of keeping the tree replacement program in the foreground of the Village's marketing efforts through the coming two years. In fact—until we replace every last tree that was lost. She would be happy to support these tree replacement efforts in any way needed.



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**Phyllis Boyd, 1041 Apple Valley Drive**

Ms. Boyd stated that her house is directly east of the proposed Gambit's Gaming Parlor. They are forty-year residents of Bartlett and prior to the purchase, they approached the Village and asked about the zoning of the empty land surrounding their home. They were told it was zoned residential and would not change. Bartlett did change the zoning on those properties to commercial. She referenced an email from the Village regarding relocating trash cans that are adjacent to her property. She responded to the e-mail by saying that she would like to make it clear that the location of the trash enclosure was not their only objection. They were opposed to Bartlett considering changing the restrictions on the property. They purchased their lot after receiving assurance that the zoning would not change, even though it did. They worked with the owners of the property and the Village to assure that the usage would be conducive to a residential neighborhood. The petitioners decided to go ahead with their project. She wanted to make it clear that they were opposed to the proposed Gambit's. It is appalling to them that anyone would put Gambit's directly next door to a single family home. Their home is a four bedroom two story home intended for family. What young family would want to live next door to Gambit's, a bar with greasy cooking orders, gambling and 2:00 a.m. closing time. They are so many other vacant properties in Bartlett, why pick this location for this project? The petitioner states that there is a buffer between their property and hers, but that is not the case. The lack of residential neighbors has impacted their lifestyle, the value of their home, the safety of their children, and now their grandchildren. They have dealt with traffic, the unsafe retention areas, the noise, the cooking odors and the traffic. They hope that the Board will take this into consideration when they consider the petitioner's request.

**Jim DeSmidt, 741 Duxbury Lane**

Mr. DeSmidt stated that was there to address the brush collection with Groot. He understood that it is saving the residents only twelve dollars per month. He found nineteen negative replies on the website out of a Village of 40,000+ residents. In his neighborhood, they dislike the non-collection of the larger branches and such. After living here for thirty years, the trees have reached enormous heights. The problem is that they have to now bundle the brush and it makes it very difficult. He spoke about a storm that took down some of his trees and the enormous cost of \$3,000 to \$4,000. To add that much money to his tax base was a little unrealistic. Other Villages still do brush and branch collection on a monthly or limited basis in the summer. They would really welcome the brush collection from the Village. He also noticed that the Village had four chipper machines at approximately \$150,000 each and wondered if they still have them or did they get rid of them. He understood that they were still needed for parkway trees. He suggested buying chain saws and the Village do the bundling.

Mayor Wallace stated that they were going to have ongoing discussions next year regarding Groot.



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12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins presented Resolution 2018-95-R, a Resolution Approving of Disclosure and Consent to Potential Conflict of Interest with Storino, Ramello & Durkin. He stated that they are the law firm that currently provides legal services to the Village of Bartlett in connection with local adjudication process. The law firm has a client that owns real estate in Bartlett and would like to develop or use in a manner which would require a special use permit or other zoning relief from the Village.

Trustee Hopkins moved to approve 2018-95-R, a Resolution Approving of a Disclosure and Consent to Potential Conflict of Interest and that motion was seconded by Trustee Carbonaro.

Trustee Hopkins stated that Attorney Mraz did a memorandum and Resolution and wondered if we would be getting reimbursed from the law firm for his time. He did not want to see this conflict cause the taxpayers money.

Attorney Mraz stated that there was not a lot of time to do it and he could look at his bill and either send it to them or strike it from his billing.

**ROLL CALL VOTE TO APPROVE 2018-95-R, STORINO, RAMELLO & DURKIN  
DISCLOSURE AND CONSENT TO POTENTIAL CONFLICT OF INTEREST**

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke

NAYS: None

ABSENT: None

**MOTION CARRIED**

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GABRENYA

Trustee Gabrenya stated that Resolution 2018-89-R, a Resolution Supporting and Consenting to the Renewal of Cook County 6B Classification for the Property Commonly Known as 1550 West Bartlett Road, Bartlett, Illinois; Resolution 2018-90-R, a Resolution Approving and Directing the Execution of the Non-Exclusive License Agreement Between Nick's Coffee Shop and the Village of Bartlett; Heritage Days Road Closure Request and Bartlett High School First Home Football Game Fireworks Request was covered and approved under the Consent Agenda.



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C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2018-96-R, a Resolution Waiving Bids and Approving of the Purchase of Golf Course Maintenance Equipment through the National Intergovernmental Purchasing Alliance; Resolution 2018-97-R, a Resolution Approving of Disbursement Request for Payout No. 7 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN CAMERER

Trustee Camerer stated that the Hanover Township Class D Liquor License Request and O'Hare's Pub Class J Liquor License Request were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that Ordinance 2018-98, an Ordinance Amending Various Chapters of Title 1 and Title 6 of the Bartlett Municipal Code was covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Resolution 2018-91-R, a Resolution Ratifying and Approving the Agreement Between Joseph J. Henderson & Sons, Inc. and the Village of Bartlett for the Lake Michigan Receiving Station Project; Resolution 2018-92-R, a Resolution Approving of the Second Amendment to the DuPage Water Commission Water Purchase and Sale Contract; Resolution 2018-93-R, a Resolution Approving of the Amended and Restated Intergovernmental Agreement Between the Village of Bartlett and the DuPage Water Commission; Resolution 2018-94-R, a Resolution Approving of the Metering Station Easement Agreement Between the Village of Bartlett and the DuPage Water Commission were covered and approved under the Consent Agenda.

13. NEW BUSINESS

President Wallace gave a shout out to the police department for another successful National Night Out.

Trustee Gabrenya congratulated Tony Sanders and Bartlett High School's first home football game in their own stadium on August 31st. She congratulated the community, school district and residents as well as the businesses who pulled together to make this happen. She thought it was a tremendous collaborative effort and a huge community outreach to make that happen.



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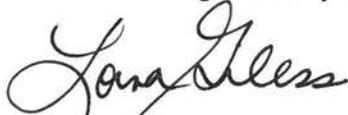
14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None
15. ADJOURNMENT

There being no further business to discuss, Trustee Deyne moved to adjourn to the Committee of the Whole meeting and that motion was seconded by Trustee Carbonaro.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke  
NAYS: None  
ABSENT: None  
MOTION CARRIED

The meeting was adjourned at 7:43 p.m.

  
Lorna Gilles  
Village Clerk



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
AUGUST 21, 2018**

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President Wallace called the Committee of the Whole meeting to order at 7:44 p.m.

PRESENT: Chairmen Camerer, Carbonaro, Deyne, Gabrenya, Hopkins, Reinke and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Management Analyst Sam Hughes, Finance Director Todd Dowden, Community Development Director Jim Plonczynski, Assistant Community Development Director Roberta Grill, Public Works Director Dan Dinges, Public Works Engineer Bob Allen, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Chief Patrick Ullrich, Deputy Chief Chuck Snider, Deputy Chief Geoff Pretkelis, Economic Development Coordinator Tony Fradin, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

**BUILDING AND ZONING, CHAIRMAN HOPKINS**

**1439 Snow Drift Circle Rear Yard Variation**

Chairman Hopkins stated there is one item on the agenda tonight and that's 1439 Snow Drift Circle variation request. The petitioners are requesting a 3' 6" variation from the required 30' rear yard to construct a two story addition to the rear of the house. The addition will architecturally match the existing home. The Zoning Board of Appeals reviewed the variation request, conducted a public hearing and recommended approval at their August 2<sup>nd</sup>, 2018 meeting. We are here to discuss whether we should forward this on to the Village Board for a vote. Mr. Plonczynski do you have anything to add?

Community Development Director Jim Plonczynski stated that Chairman Hopkins covered it perfectly.

Chairman Hopkins asked if there were any questions from the Board. (There were none) He stated, they will forward this on to the Village board for a final vote.

**COMMUNITY AND ECONOMIC DEVELOPMENT, CHAIRMAN GABRENYA**

**Indian Express BEDA Application**

Chairman Gabrenya stated, our first item has to do with the Bartlett Economic Assistance Program and I would defer to Tony to explain the petitioner and the program.

Economic Development Coordinator, Tony Fradin thanked Chairman Gabrenya and stated, as you recall, the BEDA program was created this fiscal year in May. It was funded



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with a \$150,000 line item that created a program that could be used to create incentives for both new businesses as well as existing businesses seeking to expand their offerings. The program is also targeted towards sales tax generating programs too, I would like to add.

Our first application came in from Ajay Tantuwaya who staff has been working with for the better part of this year in an effort to attract the Villages first Indian restaurant. Through a partnership and working together with him and his family, they have purchased a unit in Westgate Commons Shopping Plaza, 772 West Bartlett Rd. the former location of Sorelle's Salon. The unit had fallen into foreclosure prior to being purchased for redevelopment by the applicant's family. The petitioner had turned in cost estimates as required by the program, including estimates by S Kecki Construction, pricing out the applicants project at approximately \$115,000. Additionally he has attached a quote for signage for his new business at an additional \$3,986, bringing the total project cost to approximately \$119,000. As part of his application, he turned in proposed floor plans, including the addition of a 320 SF. kitchen, a dining room with four tables, with each table seating four, a waiting area and additionally he is required to install an additional bathroom to meet current building code. Documentation for the improvements and the associated costs were submitted for your review.

Mr. Fradin stated that as the first applicant for this new program, Mr. Tantuwaya had requested the maximum available incentive amount which the Board set at \$50,000. This would amount to approximately 42% of his buildout costs. Due to the finite amount of \$150,000 allocated for this BEDA program, as well as some other applications we are anticipating, staff recommended a rebate of \$25,000 which amounts to 21% of Mr. Tantuwaya's total project cost. The applicants request for this grant from the BEDA program was reviewed by the Economic Development Commission (EDC) at its July 9<sup>th</sup> meeting and after reviewing the applicants proposed business plan and the request for assistance, the EDC recommended in favor of granting a rebate in the amount of \$25,000. The funds for this program work as a reimbursement program, so the applicant would have to go ahead and make all the improvements and once that has been concluded, they would have to turn in all the proof of payment, lien waivers, and cancelled checks to prove the work had been done. On the back end of that, the \$25,000 would be paid to him as a reimbursement.

Chairman Hopkins asked who reviews the paperwork.

Mr. Fradin stated that economic development staff reviews it.

Chairman Reinke asked if the petitioner submitted a business plan.



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Mr. Fradin stated that he did not submit a full business plan. The EDC questioned him on some aspects of his business plan and we have discussed it informally, but he has not submitted a formal business plan.

Chairman Reinke stated that he would like to see that when this comes up for a vote. Its relatively uncharted waters and he is excited about the concept and could see himself going to the restaurant. At the same its public money being used for a private purpose so in order for him to support this, he was going to need to see some benefits to the community and he wanted to make sure it isn't a purely speculative venture. He did not mean it in a negative way, but that's his duty in this instance.

Chairman Deyne said he frequents Westgate Shopping Plaza quite often and although they meet all the requirements for parking, it is very disturbing that when you are there and you can't find a parking place. We have to park way over by Bartlett Vision. Are we sure that with a new business coming in, that we do have enough adequate parking by code?

Mr. Fradin stated that its all shared parking so even in the office portion of the development, people are allowed to park.

Assistant Village Administrator, Scott Skrycki stated that one of the largest draws to the center is a restaurant that doesn't have evening or dinner hours and that would be the petitioners bread and butter time as far as parking is concerned, so I think that would help alleviate some of that parking.

Chairman Deyne asked if we can ask the businesses to have their employee's park in the rear of the building.

Chairman Gabrenya stated that she is on the condo board for the plaza and most of the units are owner occupied. We talk about this issue in the condo association meetings and the expectation is that employees park as far from the patrons parking as possible. It is not enforceable, but they do ask that the businesses do that.

President Wallace stated that he wanted to echo Chairman Reinke. This is the community's tax dollars we are using for the program so we have to almost underwrite it like a bank would. This means we are going to have to see some experience, some evidence that it is going to be a successful venture, a business plan, maybe some demographics, ramp of time, how long it will take to break a profit, etc.

Mr. Tantuwaya responded that he can do that.

President Wallace stated that the applicant has some more things he needs to bring to the Board so it is probably wise to have another Committee meeting on this, versus just



## VILLAGE OF BARTLETT COMMITTEE MINUTES AUGUST 21, 2018

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straight to the Board. We are going to need some financials, a business plan and then bring it to a vote. One of the nice things about the BEDA program is that the applicants will have to come up with the cash upfront so we know you will be invested in this wholeheartedly. We still have to be cautious as to what we are going to be using this program for and we certainly want to see it be a success.

### **May's Lounge Special Use Permit**

Chairman Gabrenya stated that our next item is in regards to May's Lounge, a gaming establishment proposed at 211 S. Main St. across from Village Hall at the Bartlett Town Center.

Mr. Plonczynski stated that May's Lounge is back to you after having gone to the Plan Commission Public Hearing on its special use to serve beer and wine. It is a video gaming facility that's 1,587 SF. including the lounge area and twelve seats as well as five games. The state law requires them to attain our liquor license before they can get a state gaming license. They are within the parameters of what the state gaming license would allow. There would be potentially six employees. The parking in Town Center is large enough to accommodate this use. The Plan Commission did recommend approval subject to conditions and findings of fact. Angela from May's is in the audience.

Chairman Camerer stated that when people park in a business they go in from the front and he has been to the Arts in Bartlett and O'Hare's and finding a parking spot in that area is difficult. It seems to me that it is going to congest that area even more.

Mr. Plonczynski stated that the Town Center parking has been established for these businesses. The majority of the parking is in the rear and there are signs directing people to the rear of the building. He stated that May's will probably have the same signs. There is a walkway that cuts through the building from the rear parking so people can take advantage of that. There is no intention to build any more parking and it is shared with the residential units upstairs.

Chairman Hopkins stated that he always has trouble finding parking in the front, but there has always been parking in the rear and it doesn't cause an issue.

Chairman Camerer stated that if you don't mind walking from the back then it is not an issue.

President Wallace stated that he thinks all those businesses have entrances in the back.

Chairman Camerer asked if May's Lounge would be allowed access from the back.



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Ms. Atamian stated that their floor plan shows that they have sectioned off what would normally be their back room into its own separate space so people can come in through the back. May's has done a parking study and it is estimated that they should need six parking spaces maximum. In addition, whether it is May's or someone else going in to the building, you are going to have the same parking issues.

Chairman Hopkins agreed with that.

Ms. Atamian stated that May's just opened the Niles location on Friday and they opened Berwyn today, so they now have four locations opened.

Chairman Gabrenya asked what the estimated time of opening is if approved.

Ms. Atamian stated they are projecting being opened by the end of October or November if approved.

The item was pushed on for a final vote from the Village Board.

**Gambit is Ordinance Amendment and Special Use Permit**

Chairman Gabrenya stated the petitioner is requesting to amend Ordinance 1995-14 and receive a special use permit. Chairman Gabrenya deferred to Mr. Plonczynski for more information.

Mr. Plonczynski stated that Gambit's location is at the southeast corner of Apple Valley Drive and Rt. 59. The building has been there for some time and the Board has the email from Ms. Boyd and a subsequent string of emails. Mr. Plonczynski continued that this particular center had a PUD zoning on it that required a number of excluded uses from the list of permitted and special uses in the B-1 and B-2 zoning districts and one of the excluded uses is a restaurant which is what the Gambit's owners would like to put in there. In order to move this forward and for Gambit's to open up as a restaurant with video gaming, they need to amend that ordinance to include the restaurant and liquor as special uses or permitted uses.

Mr. Plonczynski stated that one of the petitioners is a Bartlett resident and they are proposing to take this 3,500 SF facility and open it up into a restaurant that has video gaming. This went to the Plan Commission and they recommended approval. There was a condition about relocation of the trash enclosure that was suggested by one of the Plan Commissioners and placed on their recommendation. The trash container cannot be relocated. Staff recommended trash to not be picked up before 9:00 a.m. which Groot agreed to. The petitioners are here if you have any questions for them.



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Chairman Deyne asked the petitioners when they did their initial research on this property, did they know there was a restriction for restaurants and why did they pursue that location?

Ms. Craig (petitioner) stated that they looked at a few locations within Bartlett, one being in Bartlett Plaza, but this is the one location that had everything they were looking for in a location. It is near Rt. 59 and Stearns which is a growing and the building has been vacant for a couple of years, so it would be nice to get something in there for the Village and for the other condo owners.

Mr. Mallo (petitioner) stated that they can purchase this building in the future which would be in their favor. In addition, when they looked at other locations, there wasn't enough space for what they were looking for.

Ms. Craig, stated that with being a resident of Bartlett, she had her heart set on Bartlett and she refused to look anywhere outside of Bartlett, so they were limited in that aspect to what was available.

Chairman Camerer asked Mr. Plonczynski if there are any other gaming establishments that are that close to a residential neighborhood.

Ms. Craig stated that Shelby's and Stella's are both within 300' of a residence.

Mr. Plonczynski stated that they would have to go measure, but this facility is right next door to a residence. Shelby's and Stella's have residences behind them as well and Bannerman's has residences across the street.

Mr. Mallo stated, that Gambit's wants to be mainly a restaurant, but do not want to be hurt by not offering the gaming experience.

Chairman Camerer asked if they would be willing to put off doing video gaming for a year while you promote the restaurant part of the business.

Ms. Craig stated that they are looking forward to the gaming revenue to help support their business, help purchase the building, and sponsor community events.

Chairman Camerer asked if they were ultimately just a video gaming place.

Ms. Craig responded, no.

Mr. Mallo stated that he would have to completely disagree with that. They have a full scale commercial kitchen, larger than most and on par with the size of Bannerman's kitchen. They have a ten foot commercial range and hood, it is a full scale restaurant.



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Ms. Craig added, we have a full menu, nothing is frozen and nothing is complimentary.

Mr. Plonczynski stated that this is a little different than May's.

Chairman Reinke stated that he saw them at National Night Out and encouraged them to look at another site.

Mr. Mallo stated that downtown Bartlett has a lot of traffic, but there isn't enough, especially during the morning time when they serve bagels and donuts.

Ms. Craig added that they do not want to take away from the existing businesses, they don't want to be in direct competition with them. The location they chose is a prime location that is out of the downtown area, but brings something to Bartlett so that you don't have to travel to Schaumburg or Geneva to get a glass of wine.

Chairman Deyne asked what unit the petitioner would be occupying.

Mr. Mallo stated that it is in the south section of the building.

Chairman Deyne asked if the unit they were applying for was adjacent to the residential section.

Mr. Mallo stated, not at all.

President Wallace asked what the anticipated amount would be to perform the build out.

Mr. Mallo stated, they are roughly \$120,000 into the project and they have a total budget of \$348,000 just in their applications and the contractors bidding it now. They are all ready to go once they are allowed to move forward.

President Wallace asked to confirm the buildout was going to be close to a half a million dollars.

Mr. Mallo said that was correct.

President Wallace asked what the eventual breakeven was for the project?

Mr. Mallo, stated that they should break even in about 2.5 years and then hopefully purchase the property in 3 years.

Chairman Deyne asked them to confirm that they are already in the project for approximately \$120,000.

Ms. Craig said that was correct.



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Mr. Mallo stated that it is just in the equipment they have already purchased as well as the furniture and décor.

Trustee Reinke stated that he noticed the dumpster out front.

Mr. Mallo stated that they are removing and replacing everything. Fox Valley has walked through the unit and a lot of it is non-compliant as it is currently.

Village Attorney Bryan Mraz stated that from a zoning standpoint this piece of property is very unusual. There is an old PUD Ordinance that listed what uses were permitted uses and what uses were special uses. The petitioner at the time took excerpts from the Zoning Ordinance for the B-1 and B-2 zoning districts from 1987, and he deleted certain permitted uses and certain special uses by making them "EXCLUDED", in effect making it more restrictive for this property. I don't recall it, but can imagine some of that was because neighbors were concerned and raised issues about what the uses would be in that center. It had permitted uses and special uses that were excluded uses, one of which was a restaurant. That being said, that doesn't mean ordinances cannot be amended. It also had a tie in, in the ordinance to the declaration of condominium and to their by-laws that were recorded against the property which has certain additional procedural and voting requirements of the Board of Managers for the condo association and other unit owners to effectuate a change in uses in the event if the present Village Board votes to amend the PUD ordinance. I had seen purported approvals from other unit owners, but it is not my job to do legal work for the petitioner to clean up the condominium approvals, in particular where there are neighbors and other people affected by the proposed zoning that may object to the proposed change in excluded, i.e., prohibited uses for this site. There is some evidence that the other owners in the center have consented to the changes, but it is deficient. If the Board was to consider amending this PUD ordinance, the condominium declaration or at least the by-laws would need to be properly amended consistent with the terms of the condo declaration and bylaws. The petitioner may have decided not to go through the process of amending the declaration and the bylaws unless and until the Village Board approves of the amendment to the PUD to remove restaurants from the list of excluded permitted uses. The documents are very clear that if there was going to be a change in any uses, it has to come back to the Village Board to approve of any such amendments to the uses for this property.

President Wallace asked if everyone was ready to take a straw poll. He stated that we can either send it to the Board for a final vote or we take a straw poll now.

Chairman Reinke stated that he thinks it is important and it is fair to these people that if we wouldn't pass this and they couldn't move on, then they need to find a more fertile field.



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Mr. Mallo stated that it would be biased, especially since right next door is a whole strip center of restaurants. He said he gets it because it is a condominium association, but to exclude a restaurant coming into that area that every owner is in full favor of, as well as a lot of the residents in Bartlett, just because of the current use. It has been vacant for a long time and the strip center next door almost never has a vacancy.

President Wallace said that he completely understands, but understand, what you are asking us to do is to keep you on this string longer and potentially have you go into more expenses.

He asked the Board whether they thought it was worth sending this project to the Board.

The consensus of the verbal vote was "no."

Ms. Craig said thank you.

President Wallace stated that the primary issue was the location, certainly not the concept or the plan.

Chairman Reinke thought the concept was exciting and wants to keep it in town.

President Wallace stated that the Board will be moving into Executive Session pursuant to Section 2(c)6 of the Open Meetings Act to discuss setting of price for sale of Village owned property.

Trustee Camerer moved to adjourn to Executive Session pursuant to Section 2(c)6 of the Open Meetings Act to discuss setting of price for sale of village owned property and that motion was seconded by Trustee Carbonaro.

**ROLL CALL VOTE TO ADJOURN TO EXECUTIVE SESSION**

**AYES:** Chairmen Reinke, Camerer, Carbonaro, Deyne, Gabrenya, Hopkins.

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

The meeting adjourned to Executive Session at 8:21 p.m.

The meeting adjourned at 9:39 p.m.

Sam Hughes  
Deputy Village Clerk

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/4/2018**

**100-GENERAL FUND REVENUES**

**420230-BUILDING PERMITS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ERICH'S CARPENTRY INC	BUILDING PERMIT REFUND	297.00
1 MELISSA OBICHUKWU	BUILDING PERMIT REFUND	40.00
<b>INVOICES TOTAL:</b>		<b>337.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - SEPT 2018	319,127.08
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - SEPT 2018	15,037.38
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - SEPT 2018	141.35
<b>INVOICES TOTAL:</b>		<b>334,305.81</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	135.21
<b>INVOICES TOTAL:</b>		<b>135.21</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	38.93
<b>INVOICES TOTAL:</b>		<b>38.93</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	22.20
<b>INVOICES TOTAL:</b>		<b>22.20</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METROPOLITAN MAYORS CAUCUS	MEMBERSHIP DUES	1,854.36
<b>INVOICES TOTAL:</b>		<b>1,854.36</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT SPORTS	VILLAGE SOFTBALL SHIRTS	354.00
1 BARTLETT SPORTS	VILLAGE SOFTBALL SHIRTS	80.00
1 EXAMINER PUBLICATIONS INC	VILLAGE GARAGE SALE ADVERTISING	240.00
<b>INVOICES TOTAL:</b>		<b>674.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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 INVOICES DUE ON/BEFORE 9/4/2018**

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CHAIRS	548.00
<b>INVOICES TOTAL:</b>		<b>548.00</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK DIAMOND BUSH DICIANNI	LUCKY JACK'S LEGAL FEES	633.75
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	250.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	750.00
<b>INVOICES TOTAL:</b>		<b>1,633.75</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERNATIONAL MINING SERVICES INC	CONSULTING SERVICES	3,525.16
1 V3 COMPANIES LTD	W BARTLETT RD ENGINEERING REVIEW	1,820.00
<b>INVOICES TOTAL:</b>		<b>5,345.16</b>

**1210-LIABILITY INSURANCE**

**544200-LIABILITY INS DEDUCTIBLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK	JULY DEDUCTIBLE	9,756.70
<b>INVOICES TOTAL:</b>		<b>9,756.70</b>

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	88.79
<b>INVOICES TOTAL:</b>		<b>88.79</b>

**523500-AUDIT SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EHLERS & ASSOCIATES INC	CAFR TABLES	885.00
1 GOVERNMENT FINANCE OFFICERS	CERT/ACHIEVEMENT APPLICATION FEE	505.00
<b>INVOICES TOTAL:</b>		<b>1,390.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/KLEENEX/SUPPLIES	52.49
1 WAREHOUSE DIRECT	TONER	114.56
<b>INVOICES TOTAL:</b>		<b>167.05</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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 INVOICES DUE ON/BEFORE 9/4/2018**

**1500-COMMUNITY DEVELOPMENT**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	421.89
	<b>INVOICES TOTAL:</b>	<b>421.89</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	65.48
	<b>INVOICES TOTAL:</b>	<b>65.48</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL ASSOC OF CODE ENFORCEMENT	QUARTERLY BUSINESS MEETING	35.00
	<b>INVOICES TOTAL:</b>	<b>35.00</b>

**1600-BUILDING**

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	400.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	150.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	410.00
	<b>INVOICES TOTAL:</b>	<b>960.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	252.32
	<b>INVOICES TOTAL:</b>	<b>252.32</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CHAIRS	677.00
	<b>INVOICES TOTAL:</b>	<b>677.00</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	177.31
1 VERIZON WIRELESS	WIRELESS SERVICES	456.12
	<b>INVOICES TOTAL:</b>	<b>633.43</b>

**526000-VEHICLE MAINTENANCE**

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

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 9/4/2018**

1 ARMY TRAIL TIRE & SVC CENTER	VEHICLE MAINTENANCE	156.42
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.52
1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	19.92
1 MR CAR WASH	JULY 2018 CAR WASHES	130.58
	<b>INVOICES TOTAL:</b>	<b>326.44</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	152.40
1 INTOXIMETERS INC	MATERIALS & SUPPLIES	205.25
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	160.20
1 WAREHOUSE DIRECT	TONER	178.21
1 WAREHOUSE DIRECT	PENS/CORRECTION TAPE	11.77
1 WAREHOUSE DIRECT	TONER	128.43
	<b>INVOICES TOTAL:</b>	<b>836.26</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	BIKE POLO SHIRT	98.99
1 STREICHER'S INC	CREDIT - RETURN	-605.00
1 STREICHER'S INC	CREDIT - RETURN	-5.00
	<b>INVOICES TOTAL:</b>	<b>-511.01</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	195.78
1 THOMSON REUTERS - WEST	LAW BULLETIN SUBSCRIPTION	408.00
	<b>INVOICES TOTAL:</b>	<b>603.78</b>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S INC	AMMUNITION	1,688.00
	<b>INVOICES TOTAL:</b>	<b>1,688.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	9,922.72
	<b>INVOICES TOTAL:</b>	<b>9,922.72</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	7.55
1 WAREHOUSE DIRECT	NOTARY STAMP	27.50
1 WAREHOUSE DIRECT	PENS/TAPE/TAPE DISPENSER	74.97
1 WAREHOUSE DIRECT	PENS/CORRECTION TAPE	139.26
	<b>INVOICES TOTAL:</b>	<b>249.28</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
DETAIL BOARD REPORT  
INVOICES DUE ON/BEFORE 9/4/2018**

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS HOMICIDE	TRAINING CONFERENCE REGISTRATION	1,350.00
1 NORTHWEST POLICE ACADEMY	SEMINAR FEES	75.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	118.00
1 MICHAEL TAVOLACCI	TRAINING EXPENSES	122.40
1 PATRICK ULLRICH	LODGING/IPELRA CONFERENCE	360.12
	<u>INVOICES TOTAL:</u>	<u>2,025.52</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	17.50
	<u>INVOICES TOTAL:</u>	<u>17.50</u>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OUTDOOR INFLATABLE MOVIE SCREEN	303.00
1 CHARLES EQUIPMENT ENERGY SYSTEMS	EQUIPMENT RENTAL/NNO	2,702.25
1 GRECO AND SONS INC	FOOD PURCHASE/NATIONAL NIGHT OUT	2,369.50
	<u>INVOICES TOTAL:</u>	<u>5,374.75</u>

**545100-EMERGENCY MANAGEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	86.72
	<u>INVOICES TOTAL:</u>	<u>86.72</u>

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRACING SYSTEMS-NORTH	EQUIPMENT RENTAL	175.00
1 TRAFFIC CONTROL & PROTECTION INC	BARRICADE RENTAL	95.00
	<u>INVOICES TOTAL:</u>	<u>270.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	10.82
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,834.90
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	294.36
1 NICOR GAS	GAS BILL	101.08
	<u>INVOICES TOTAL:</u>	<u>3,241.16</u>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DTN LLC	WEATHER INFORMATION SERVICE	402.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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 INVOICES DUE ON/BEFORE 9/4/2018**

**INVOICES TOTAL: 402.00**

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL REPAIRS	1,966.72
		<b>INVOICES TOTAL: 1,966.72</b>

**527112-SERVICE TO MAINTAIN STR LIGHTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	CONTROLLER CABINET REPAIRS	4,480.00
		<b>INVOICES TOTAL: 4,480.00</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE	3,120.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE	1,066.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	25.00
		<b>INVOICES TOTAL: 4,386.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	121.76
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	11.80
1 MEI MUI	REIMBURSEMENT/DAMAGED MAILBOX	69.11
		<b>INVOICES TOTAL: 202.67</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	75.38
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	49.94
		<b>INVOICES TOTAL: 125.32</b>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	4,848.72
		<b>INVOICES TOTAL: 4,848.72</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	KITCHEN TOWELS	136.24

\*\* Indicates pre-issue check.

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1 WAREHOUSE DIRECT	COFFEE/CLEANING SUPPLIES	73.46
1 WAREHOUSE DIRECT	COFFEE/FILTERS/SUGAR	90.82
1 WAREHOUSE DIRECT	SUPPLIES	3.31
1 WAREHOUSE DIRECT	CREDIT - DAMAGED ITEM	-34.06
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS	212.76
1 WAREHOUSE DIRECT	PRINTER SUPPLIES/FILE FOLDERS	26.23
	<b>INVOICES TOTAL:</b>	<b>508.76</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CAROL STREAM LAWN & POWER	CREDIT - RETURNED ITEMS	-173.50
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	91.30
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	467.96
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	89.94
1 CASEY EQUIPMENT COMPANY INC	EQUIPMENT REPAIRS	683.12
1 COMMERCIAL TIRE SERVICE	EQUIPMENT MAINTENANCE	17.50
1 GRAINGER	RIDING MOWER TIRES	64.88
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	102.08
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	234.55
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	62.82
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	49.60
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	86.16
1 INTERSTATE BILLING SERVICE INC	EQUIPMENT MAINTENANCE SUPPLIES	551.46
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	13.21
1 RALPH HELM INC	EQUIPMENT REPAIRS	115.69
1 RUSSO'S POWER EQUIPMENT INC	EQUIPMENT MAINTENANCE SUPPLIES	463.65
	<b>INVOICES TOTAL:</b>	<b>2,920.42</b>

**534400-STREET MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 3M COMPANY	SIGN MAKING MATERIALS	535.93
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	8,526.76
1 ELMHURST CHICAGO STONE CO	MAINTENANCE MATERIALS	1,465.00
1 ELMHURST CHICAGO STONE CO	MAINTENANCE MATERIALS	1,027.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	119.15
1 TONYAN BROS INC	BASEBALL SAND	607.38
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	463.00
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	902.50
1 WELCH BROS INC	MAINTENANCE SUPPLIES	141.75
	<b>INVOICES TOTAL:</b>	<b>13,788.47</b>

**534600-BUILDING MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	10.23
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	55.46
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 93.77

**534800-STREET LIGHTS MAINT MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	31.78
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	9.69
<u>INVOICES TOTAL:</u>		<u>41.47</u>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	HAULING CHARGES	220.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	756.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	488.60
1 WELCH BROS INC	MAINTENANCE SUPPLIES	2,463.00
<u>INVOICES TOTAL:</u>		<u>3,927.60</u>

**2200-MFT EXPENDITURES**

**583059-SCHICK ROAD BRIDGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HR GREEN INC	STEARNS ROAD CULVERT PROJECT	663.52
<u>INVOICES TOTAL:</u>		<u>663.52</u>

**583082-STEARNS RD COUNTY CRK CULVRT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 HR GREEN INC	STEARNS ROAD CULVERT PROJECT	2,442.00
<u>INVOICES TOTAL:</u>		<u>2,442.00</u>

**583084-SCHICK/PETERSDORF RESURFACING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOLLINGER LOCH & ASSOCIATES	SCHICK/PETERSDORF RESURFACING	2,497.35
<u>INVOICES TOTAL:</u>		<u>2,497.35</u>

**3000-DEBT SERVICE EXPENDITURES**

**523700-AGENTS FEES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UMB BANK N.A.	AGENT FEES/SERIES 2017	318.00
<u>INVOICES TOTAL:</u>		<u>318.00</u>

**4200-MUNICIPAL BLDG PROJECTS EXP**

**585058-2016 POLICE STATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABT ELECTRONICS	COFFEE BREWERS	1,650.00
1 GLOBAL EQUIPMENT COMPANY INC	UTILITY CART	129.64

\*\* Indicates pre-issue check.

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1 GLOBAL EQUIPMENT COMPANY INC	UTILITY CART	210.34
1 WILLIAMS ARCHITECTS	POLICE STATION	13,394.85
<b>INVOICES TOTAL:</b>		<b>15,384.83</b>

**5000-WATER OPERATING EXPENSES**

**520025-ELGIN WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CITY OF ELGIN	ELGIN WATER BILL	475,023.55
<b>INVOICES TOTAL:</b>		<b>475,023.55</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	AUGUST 2018 BILLING	424.41
<b>INVOICES TOTAL:</b>		<b>424.41</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PDC LABORATORIES INC	ANALYTICAL TESTING	40.00
<b>INVOICES TOTAL:</b>		<b>40.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,451.13
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,680.89
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	366.74
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4,082.43
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	142.33
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	8,949.90
1 NICOR GAS	GAS BILL	29.97
<b>INVOICES TOTAL:</b>		<b>16,703.39</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	TURF RESTORATION	2,850.00
1 EARTH INC	HAULING CHARGES	220.00
<b>INVOICES TOTAL:</b>		<b>3,070.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	732.24
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	57.89
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	24.92
<b>INVOICES TOTAL:</b>		<b>815.05</b>

**530150-SMALL TOOLS**

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

**VILLAGE OF BARTLETT  
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1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	264.90
	<u>INVOICES TOTAL:</u>	<u>264.90</u>

**532000-AUTOMOTIVE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES	1,363.26
	<u>INVOICES TOTAL:</u>	<u>1,363.26</u>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	COFFEE/CLEANING SUPPLIES	73.46
1 WAREHOUSE DIRECT	COFFEE/FILTERS/SUGAR	90.83
1 WAREHOUSE DIRECT	PRINTER SUPPLIES/FILE FOLDERS	38.41
	<u>INVOICES TOTAL:</u>	<u>202.70</u>

**532300-POSTAGE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 SEBIS DIRECT INC	AUGUST BILLS POSTAGE	1,685.49
	<u>INVOICES TOTAL:</u>	<u>1,685.49</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	36.41
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	13.21
	<u>INVOICES TOTAL:</u>	<u>49.62</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	176.78
	<u>INVOICES TOTAL:</u>	<u>176.78</u>

**534600-BUILDING MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	55.46
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
	<u>INVOICES TOTAL:</u>	<u>83.54</u>

**500000-WATER FUND**

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

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CAROUSEL ENTERPRISES LLC	REFUND/WATER BILL OVERPAYMENT	44.90
1 JUNAID KARIM	REFUND/WATER BILL OVERPAYMENT	48.77
1 DIPTI A PATEL	REFUND/WATER BILL OVERPAYMENT	55.13
	<u>INVOICES TOTAL:</u>	<u>148.80</u>

\*\* Indicates pre-issue check.

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**5090-WATER CAPITAL PROJECTS EXP**

**581030-WATER TOWER PAINTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DIXON ENGINEERING INC	WATER TOWER PAINTING PROJECT	3,500.00
1 DIXON ENGINEERING INC	WATER TOWER PAINT INSPECTION	20,334.00
<b>INVOICES TOTAL:</b>		<b>23,834.00</b>

**581035-WATER SYSTEM MODELING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CHRISTOPHER B BURKE ENG LTD	LAKE STREET PUMP STATION UPGRADE	2,292.00
<b>INVOICES TOTAL:</b>		<b>2,292.00</b>

**581037-DWC PUMP STA,STORAGE,LAND**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CHRISTOPHER B BURKE ENG LTD	DWC RECEIVING STATION FACILITY	10,551.52
<b>INVOICES TOTAL:</b>		<b>10,551.52</b>

**5100-SEWER OPERATING EXPENSES**

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	AUGUST 2018 BILLING	424.40
<b>INVOICES TOTAL:</b>		<b>424.40</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	ANALYTICAL TESTING	260.50
<b>INVOICES TOTAL:</b>		<b>260.50</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	646.34
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	507.93
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	81.16
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	202.67
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	59.99
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	88.76
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	51.73
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	123.59
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	102.42
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	67.55
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	69.27
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	219.40
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	145.76
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	249.77
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	199.70

\*\* Indicates pre-issue check.

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1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	209.44
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	27,753.27
1	CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	84.56
1	NICOR GAS	GAS BILL	28.36
1	NICOR GAS	GAS BILL	94.42
1	NICOR GAS	GAS BILL	94.42
1	NICOR GAS	GAS BILL	29.44
1	NICOR GAS	GAS BILL	97.76
<b>INVOICES TOTAL:</b>			<b>31,207.71</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTO TRUCK GROUP	VEHICLE MAINTENANCE	2,333.00
1 CHAMPION FRAME-ALIGN INC	VEHICLE MAINTENANCE	1,145.36
1 EJ EQUIPMENT INC	VEHICLE MAINTENANCE SUPPLIES	78.81
<b>INVOICES TOTAL:</b>		<b>3,557.17</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EARTH INC	HAULING CHARGES	220.00
1 NEENAH FOUNDRY COMPANY	FRAME/SOLID LIDS	614.00
<b>INVOICES TOTAL:</b>		<b>834.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALCO LTD	DEMINERALIZER	133.00
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	40.21
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	109.55
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	186.87
<b>INVOICES TOTAL:</b>		<b>469.63</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	3,964.33
1 HAWKINS INC	CHEMICAL SUPPLIES	2,613.24
<b>INVOICES TOTAL:</b>		<b>6,577.57</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	803.66
<b>INVOICES TOTAL:</b>		<b>803.66</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRO CHEM INC	LATEX GLOVES	230.62
<b>INVOICES TOTAL:</b>		<b>230.62</b>

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**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES	2,219.99
<b>INVOICES TOTAL:</b>		<b>2,219.99</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/SUPPLIES	558.57
1 WAREHOUSE DIRECT	PRINTER SUPPLIES/FILE FOLDERS	96.91
<b>INVOICES TOTAL:</b>		<b>655.48</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	AUGUST BILLS POSTAGE	1,685.49
<b>INVOICES TOTAL:</b>		<b>1,685.49</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOILER & WELDING CO INC	EQUIPMENT MAINTENANCE	2,197.95
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	31.85
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	44.93
1 GRAINGER	EQUIPMENT MAINTENANCE SUPPLIES	151.72
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	146.36
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	107.23
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	13.21
1 TERRACE SUPPLY COMPANY	HEADGEAR/JACKET	45.49
1 USA BLUE BOOK	EQUIPMENT MAINTENANCE SUPPLIES	64.12
<b>INVOICES TOTAL:</b>		<b>2,802.86</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	55.47
1 UNIFIRST CORPORATION	MATS	14.04
1 UNIFIRST CORPORATION	MATS	14.04
<b>INVOICES TOTAL:</b>		<b>83.55</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	16.78
<b>INVOICES TOTAL:</b>		<b>16.78</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	541.43

\*\* Indicates pre-issue check.

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1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	50.66
<b>INVOICES TOTAL:</b>		<b>592.09</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRIMCO INC	MATERIALS & SUPPLIES	184.69
1 GRIMCO INC	MATERIALS & SUPPLIES	912.00
<b>INVOICES TOTAL:</b>		<b>1,096.69</b>

**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	682.00
1 UNIVERSAL FLOOR AND WALL	FOUNTAIN REPAIRS	2,000.00
<b>INVOICES TOTAL:</b>		<b>2,682.00</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	98.76
1 JOHNSON CONTROLS SECURITY SOLUTIONS	EQUIPMENT REPAIRS	119.90
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	282.35
1 ROSCOE CO	MATS	102.34
1 WATCHFIRE SIGNS	DATE PLAN RENEWAL	200.00
<b>INVOICES TOTAL:</b>		<b>803.35</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEMPERATURE ENGINEERING INC	COOLER REPAIRS	132.72
1 TEMPERATURE ENGINEERING INC	FREEZER REPAIRS	788.49
<b>INVOICES TOTAL:</b>		<b>921.21</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,878.77
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	37.44
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,796.38
1 NICOR GAS	GAS BILL	275.00
<b>INVOICES TOTAL:</b>		<b>4,987.59</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/BATH TISSUE	125.00
1 EDWARD DON & COMPANY	ROLL TOWELS	91.85
<b>INVOICES TOTAL:</b>		<b>216.85</b>

\*\* Indicates pre-issue check.

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**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,096.88
		<u>INVOICES TOTAL:</u>
		<u>1,096.88</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TIME CARDS/PAPER/LEGAL PADS	7.50
		<u>INVOICES TOTAL:</u>
		<u>7.50</u>

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	MISC. CHARGES	19.46
		<u>INVOICES TOTAL:</u>
		<u>19.46</u>

**534331-PURCHASES - GOLF SHOES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COBRA PUMA GOLF INC	CREDIT ON ACCOUNT	-1,596.00
1 COBRA PUMA GOLF INC	GOLF SHOES	2,377.20
		<u>INVOICES TOTAL:</u>
		<u>781.20</u>

**534332-PURCHASES - GOLF BALLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRIDGESTONE GOLF INC	CREDIT - RETURNS	-171.30
1 BRIDGESTONE GOLF INC	GOLF BALLS	2,030.04
1 BRIDGESTONE GOLF INC	GOLF BALLS	810.00
1 BRIDGESTONE GOLF INC	CREDIT - RETURNS	-360.00
1 BRIDGESTONE GOLF INC	CREDIT - RETURNS	-248.40
1 BRIDGESTONE GOLF INC	CREDIT - RETURNS	-122.40
		<u>INVOICES TOTAL:</u>
		<u>1,937.94</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	681.84
		<u>INVOICES TOTAL:</u>
		<u>681.84</u>

**5510-GOLF MAINTENANCE EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
		<u>INVOICES TOTAL:</u>
		<u>100.00</u>

\*\* Indicates pre-issue check.

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**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	959.58
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	12.48
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	598.78
1 NICOR GAS	GAS BILL	20.78
1 NICOR GAS	GAS BILL	91.66
<b>INVOICES TOTAL:</b>		<b>1,683.28</b>

**526000-VEHICLE MAINTENANCE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VALLEY HYDRAULIC SERVICE INC	VEHICLE MAINTENANCE SUPPLIES	39.96
<b>INVOICES TOTAL:</b>		<b>39.96</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	20.90
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	471.61
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	1,100.00
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	800.00
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	1,800.00
1 EDWARD DON & COMPANY	ROLL TOWELS	91.85
1 PENDELTON TURF & POND INC	MATERIALS & SUPPLIES	840.00
1 PENDELTON TURF & POND INC	MATERIALS & SUPPLIES	941.25
<b>INVOICES TOTAL:</b>		<b>6,065.61</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JSN CONTRACTORS SUPPLY	TRIM TOOL/CUTTING BLADES	279.85
<b>INVOICES TOTAL:</b>		<b>279.85</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	658.29
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,096.88
<b>INVOICES TOTAL:</b>		<b>1,755.17</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURRIS EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	305.88
1 BURRIS EQUIPMENT CO	EQUIPMENT MAINTENANCE SUPPLIES	24.44
1 CAROL STREAM LAWN & POWER	EQUIPMENT MAINTENANCE SUPPLIES	45.89
1 LAWSON PRODUCTS INC	EQUIPMENT MAINTENANCE SUPPLIES	660.59
1 O'REILLY AUTOMOTIVE INC	EQUIPMENT MAINTENANCE SUPPLIES	11.40
1 REINDERS INC	EQUIPMENT MAINTENANCE SUPPLIES	115.22
1 THOR GUARD INC	EQUIPMENT REPAIRS	423.90

\*\* Indicates pre-issue check.

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**INVOICES TOTAL: 1,587.32**

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BTSI	EQUIPMENT MAINTENANCE SUPPLIES	133.00
1 BTSI	EQUIPMENT MAINTENANCE SUPPLIES	72.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	206.77
1 JSN CONTRACTORS SUPPLY	MARKING PAINT	208.80
<b>INVOICES TOTAL:</b>		<b>620.57</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHT BULBS	221.10
<b>INVOICES TOTAL:</b>		<b>221.10</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST ASSOC OF GOLF COURSE	MEETING REGISTRATION FEE	105.00
<b>INVOICES TOTAL:</b>		<b>105.00</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	52.50
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	70.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	192.87
<b>INVOICES TOTAL:</b>		<b>365.37</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEMPERATURE ENGINEERING INC	COOLER REPAIRS	132.73
<b>INVOICES TOTAL:</b>		<b>132.73</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	179.10
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	479.79
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	6.24
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	299.39
1 NICOR GAS	GAS BILL	45.83
<b>INVOICES TOTAL:</b>		<b>1,010.35</b>

**530100-MATERIALS & SUPPLIES**

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

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1 EDWARD DON & COMPANY	PAPER TOWELS/BATH TISSUE	131.14
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	48.48
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	14.90
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	50.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	40.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	15.90
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	42.78
<b>INVOICES TOTAL:</b>		<b>343.20</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TIME CARDS/PAPER/LEGAL PADS	10.00
<b>INVOICES TOTAL:</b>		<b>10.00</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	201.22
** 1 EUCLID BEVERAGE LLC	BEER PURCHASE	98.21
** 1 EUCLID BEVERAGE LLC	BEER PURCHASE	306.36
1 EUCLID BEVERAGE LLC	BEER PURCHASE	514.72
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	107.22
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	197.22
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	202.41
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	180.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	322.07
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	122.07
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	57.00
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	48.77
1 LAKESHORE BEVERAGE	BEER PURCHASE	42.40
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	183.54
** 1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	275.20
** 1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	47.40
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	167.87
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	342.07
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	409.27
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	304.99
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	395.05
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	292.05
1 TEC FOODS INC	FOOD PURCHASE	74.25
<b>INVOICES TOTAL:</b>		<b>4,891.36</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	17.00
1 A MAESTRANZI SONS	KNIFE SERVICE	17.00
1 ALSCO	LINEN SERVICES	138.35

\*\* Indicates pre-issue check.

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1	ALSCO	LINEN SERVICES	101.84
1	ALSCO	LINEN SERVICES	78.50
1	THE BAKING INSTITUTE BAKERY CO	BAKERY PURCHASE	305.00
1	DARLING INGREDIENTS INC	SERVICE AGREEMENT	70.00
1	GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	192.88
1	MLA WHOLESALE INC	FLOWERS	71.00
<u>INVOICES TOTAL:</u>			<u>991.57</u>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEMPERATURE ENGINEERING INC	COOLER REPAIRS	132.73
<u>INVOICES TOTAL:</u>		<u>132.73</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	VPN SERVICE	179.10
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	479.79
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	6.24
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	299.39
1 NICOR GAS	GAS BILL	45.83
<u>INVOICES TOTAL:</u>		<u>1,010.35</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/BATH TISSUE	275.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	41.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	30.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	37.95
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	37.95
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	75.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	48.49
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	31.98
1 MLA WHOLESALE INC	FLOWERS	31.85
1 MLA WHOLESALE INC	FLOWERS	95.60
1 MLA WHOLESALE INC	FLOWERS	44.45
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	61.52
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	47.22
1 SYSCO FOOD SERVICES - CHICAGO	FOOD SERVICE SUPPLIES	15.90
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	75.98
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	42.78
<u>INVOICES TOTAL:</u>		<u>992.67</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TIME CARDS/PAPER/LEGAL PADS	39.47
<u>INVOICES TOTAL:</u>		<u>39.47</u>

\*\* Indicates pre-issue check.

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**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	LINEN SERVICES	289.49
1 THE BAKING INSTITUTE BAKERY CO	BAKERY PURCHASE	182.50
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	896.53
1 DARLING INGREDIENTS INC	SERVICE AGREEMENT	35.00
** 1 EUCLID BEVERAGE LLC	BEER PURCHASE	688.14
1 EUCLID BEVERAGE LLC	BEER PURCHASE	75.00
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	192.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	367.22
1 GRECO AND SONS INC	FOOD PURCHASE	142.65
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	561.75
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	433.86
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	203.95
1 GRECO AND SONS INC	FOOD PURCHASE	111.93
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	413.98
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	213.12
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	100.29
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	74.70
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	56.99
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	120.92
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	174.53
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	48.78
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	132.00
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	52.20
1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	183.54
** 1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	193.22
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	249.91
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	173.98
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	598.71
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	554.79
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	490.27
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	659.55
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	137.67
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	555.00
1 TEC FOODS INC	FOOD PURCHASE	74.25
<b>INVOICES TOTAL:</b>		<b>9,438.42</b>

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	48.49
<b>INVOICES TOTAL:</b>		<b>48.49</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	233.85

\*\* Indicates pre-issue check.

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	1 CIGAR WERKS INC	CIGAR PURCHASE	373.46
**	1 ELGIN BEVERAGE CO	BEER PURCHASE	129.69
	1 ELGIN BEVERAGE CO	BEER PURCHASE	313.95
**	1 EUCLID BEVERAGE LLC	BEER PURCHASE	324.52
**	1 EUCLID BEVERAGE LLC	BEER PURCHASE	813.75
	1 EUCLID BEVERAGE LLC	BEER PURCHASE	501.00
	1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	82.22
	1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	188.24
	1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	204.00
	1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	204.22
	1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	40.00
	1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	48.78
**	1 LAKESHORE BEVERAGE	BEER PURCHASE	145.15
	1 LAKESHORE BEVERAGE	BEER PURCHASE	262.10
**	1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	308.70
	1 PEPSI-COLA GENERAL BOTTLERS INC	SOFT DRINK PURCHASE	137.20
**	1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	78.58
**	1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	207.64
	1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	173.98
	1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	322.04
	1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	322.07
	1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	75.00
	1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	369.82
		<u>INVOICES TOTAL:</u>	<u>5,859.96</u>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	EQUIPMENT REPAIRS	59.95
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	275.79
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	2,658.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	366.00
	<u>INVOICES TOTAL:</u>	<u>3,359.74</u>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION	ANNUAL FIRE SPRINKLER INSPECTION	1,169.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	510.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JULY 2018	3,728.00
1 UNIFIRST CORPORATION	MATS	52.20
1 UNIFIRST CORPORATION	MATS	52.20
	<u>INVOICES TOTAL:</u>	<u>5,511.40</u>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,092.90

\*\* Indicates pre-issue check.

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**INVOICES TOTAL: 4,092.90**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	44.51
<b>INVOICES TOTAL:</b>		<b>44.51</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN FIRST AID SERVICES INC	FIRST AID SUPPLIES	51.70
1 CLIFFORD-WALD	CARTRIDGE FOR PLOTTER	105.00
1 CLIFFORD-WALD	PRINthead FOR PLOTTER	665.00
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	230.40
1 WAREHOUSE DIRECT	PAPER/KLEENEX/SUPPLIES	385.35
<b>INVOICES TOTAL:</b>		<b>1,437.45</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MAINTENANCE SUPPLIES	24.16
<b>INVOICES TOTAL:</b>		<b>24.16</b>

**7000-POLICE PENSION EXPENDITURES**

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GARY MITCHELL	IPPFA MIDAMERICAN PENSION CONF	375.00
<b>INVOICES TOTAL:</b>		<b>375.00</b>

**GRAND TOTAL: 1,099,423.53**

GENERAL FUND	421,165.12
MOTOR FUEL TAX FUND	5,602.87
DEBT SERVICE FUND	318.00
MUNICIPAL BUILDING FUND	15,384.83
WATER FUND	536,729.01
SEWER FUND	51,812.63
PARKING FUND	4,387.56
GOLF FUND	49,178.35
CENTRAL SERVICES FUND	14,470.16
POLICE PENSION FUND	375.00
<b>GRAND TOTAL</b>	<b>1,099,423.53</b>

\*\* Indicates pre-issue check.



**COMMUNITY DEVELOPMENT MEMORANDUM**

**18-154**

DATE: August 24, 2018  
TO: Paula Schumacher, Village Administrator  
FROM: Jim Plonczynski, Community Development Director  
RE: **(#18-16) 1439 Snow Drift Circle**

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**PETITIONER**

Deepak and Mona Sharma

**SUBJECT SITE**

1439 Snow Drift Circle (Amber Grove Unit 1)

**REQUEST**

Variation – Rear Yard

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Single Family</b>	<b>Suburban Residential</b>	<b>SR-5 PUD</b>
North	Single Family	Suburban Residential	SR-5 PUD
South	Single Family	Suburban Residential	SR-5 PUD
East	Single Family	Suburban Residential	SR-5 PUD
West	Single Family	Suburban Residential	SR-5 PUD

**DISCUSSION**

1. The subject property is zoned SR-5 PUD (Suburban Residence).
2. The Petitioners are requesting a 3'-6" **variation** from the required 30' rear yard to construct a two-story addition on the rear of the house. The addition will architecturally match the existing home.
3. The existing wood balcony would be removed and the proposed 10'-6" x 34'-3" addition would be constructed. The addition would include a first floor sunroom, bathroom and covered deck and a walkout lower level bedroom, bathroom and covered patio.
4. The impervious surface ratio of this lot is currently 32%. The proposed addition will increase the impervious surface ratio for the house and other paved

improvements to 38%, which complies with the 40% maximum impervious surface for a lot of this size.

5. If the variation is approved, the petitioners may apply for a building permit for the proposed addition.

### **RECOMMENDATION**

1. The **Zoning Board of Appeals** reviewed the Petitioner's variation request, conducted the public hearing and recommended **approval** at their August 2, 2018 meeting based upon the following Findings of Fact:
  - A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
  - B. That conditions upon which the petition for variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
  - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
  - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
  - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
  - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
  - G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
2. The **Village Board Committee** reviewed the Petitioner's request at their meeting on August 21, 2018. The Committee forwarded the application on to the Village Board for a final vote.

ORDINANCE 2018 - \_\_\_\_\_

**AN ORDINANCE GRANTING A REAR YARD VARIATION  
FOR 1439 SNOW DRIFT CIRCLE**

**WHEREAS**, a public hearing has heretofore been held by the Bartlett Zoning Board of Appeals (the "Zoning Board") on August 2, 2018 pursuant to public notice as required by law, with respect to the petition (Case #18-16) of Deepak and Mona Sharma (the "Owners") for a 3'-6" variation from the required 30' rear yard setback (the "Variation") for the construction of a two-story addition in the SR-5 PUD, Suburban Residence Zoning District; and

**WHEREAS**, the Zoning Board of Appeals has recommended approval of the variation to the corporate authorities; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to grant the zoning relief requested;

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

**SECTION ONE:** The corporate authorities hereby make the following findings of fact:

- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- B. That conditions upon which the petition for a variation are based are unique to the property for which the variations are sought and are not applicable, generally, to other property within the same zoning classifications.
- C. That the purpose of the variations is not based exclusively upon a desire to make money out of the property.

- D. That the alleged difficulty or hardship is caused by the provision of the Zoning Ordinance and has not been created by any person presently having an interest in the property.
- E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
- F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
- G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

**SECTION TWO:** A 3'-6" variation from the required 30' rear yard setback in the SR-5 PUD, Suburban Residence Zoning District, is hereby granted for a two-story addition on the Property, commonly known as 1439 Snow Drift Circle, Bartlett, Illinois, legally described as follows:

**LOT 89 OF PLAT OF SUBDIVISION, AMBER GROVE UNIT 1, RECORDED AS DOCUMENT NO. 92-305320, BEING A SUBDIVISION OF PART OF THE WEST HALF, SOUTHWEST QUARTER SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER: 06-28-307-011-0000**

(the "Property"), and subject to the findings of fact set forth in Section One of this Ordinance.

**SECTION THREE:** All structures to be built upon the Property shall be built in strict compliance with the Bartlett Building Code.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** this 4<sup>th</sup> day of September, 2018

**APPROVED:** this 4<sup>th</sup> day of September, 2018

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

**ATTEST:**

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

### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2018-\_\_\_\_\_, enacted on September 4, 2018 and approved on September 4, 2018 as the same appears from the official records of the Village of Bartlett.

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



# Agenda Item Executive Summary

Item Name May's Lounge Special Use Permit Committee or Board Board

## BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

The Petitioner is requesting a **Special Use Permit** to serve alcohol in order to obtain a liquor license and obtain a State Video Gaming License.

This request is for May's Lounge, a video gaming establishment, proposed to be located at 211 S. Main Street directly east of Village Hall in the Bartlett Town Center.

The **Plan Commission** reviewed the Petitioner's request, conducted the public hearing and recommended **approval** at their July 12, 2018 meeting subject to the conditions and findings of fact outlined in the Staff Report.

The **Village Board Committee** reviewed the Petitioner's request at their meeting on August 21, 2018. The Committee forwarded the application on to the Village Board for a final vote.

## ATTACHMENTS (PLEASE LIST)

CD Memo and Ordinance

## ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to approve Ordinance #2018- \_\_\_\_\_ An Ordinance Granting a Special Use Permit to Serve Alcohol at May's Lounge at 211 S. Main Street
- Motion

Staff: Jim Plonczynski, Com Dev Director Date: 8/24/2018

**COMMUNITY DEVELOPMENT MEMORANDUM**  
**18-155**

DATE: August 24, 2018  
TO: Paula Schumacher, Village Administrator  
FROM: Jim Plonczynski, Community Development Director  
RE: **(#18-10) May's Lounge**

---

**PETITIONER**

Angela Atamian on behalf of May's Lounge

**SUBJECT SITE**

211 S. Main Street – Town Center (Directly East of Village Hall)

**REQUEST**

Special Use Permit to serve alcohol

**SURROUNDING LAND USES**

<b>Subject Site</b>	<b><u>Land Use</u></b> <b>Commercial</b>	<b><u>Comprehensive Plan</u></b> <b>Village Center Mixed Use</b>	<b><u>Zoning</u></b> <b>PD</b>
North	Commercial	Village Center Mixed Use	PD
South	Commercial	Village Center Mixed Use	PD
East	Condos	Attached Residential- Med.	PD
West	Village Hall	Municipal/Institutional	P-1

**DISCUSSION**

1. The petitioner is requesting a **Special Use Permit** to serve beer and wine to their patrons at this proposed location.
2. The petitioner is proposing to open a video gaming establishment that will provide dining and refreshments including beer and wine for adults that wish to game outside of a casino environment in accordance with the new state laws. This will be a 21 and older only establishment.
3. May's Lounge currently has locations in Lake Zurich and Hickory Hills. Attached are pictures from the opening of May's Lounge in Lake Zurich in April which will be similar to the proposed May's Lounge in Bartlett. The petitioner is also

opening locations in Niles, Berwyn, Carpentersville, Burbank, Streamwood and Addison soon.

4. The proposed 1,587 square foot establishment would include lounging areas with about 12 seats as well as an "entertainment area" with five (5) gaming stations (which is the state maximum).
5. The State Law requires establishments operating video gaming machines to have a valid liquor license. May's Lounge is proposing to offer beer and wine for their patrons and proposes to be open seven days a week from 8 a.m. to 1 a.m. Sunday through Thursday at 8 a.m. to 2 a.m. Friday and Saturday. May's Lounge is applying for a Class B liquor license. The hours permitted to serve beer and wine for the Class B liquor license are Sun.-Thurs. 8:00 a.m. to 1:00 a.m. and Fri.-Sat. 8:00 a.m. to 2:00 a.m. Once a liquor license is issued, the petitioner will be able to apply for the State Video Gaming License.
6. The State Law requires video gaming establishments to be a minimum of 100 feet from any school or place of worship. There are no schools or places of worship within 100 feet of this proposed site.
7. May's Lounge would have approximately six (6) employees with one (1) employee on each shift. Parking for the Town Center consists of 161 parking spaces. This use would require 8 parking spaces. There appears to be ample parking for this use.

## **RECOMMENDATION**

1. The Staff recommends **approval** of the Petitioner's request subject to the following conditions and findings of fact:
  - A. Building permits shall be required for all construction activities;
  - B. The Petitioner shall obtain a liquor license;
  - C. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance;
  - D. Findings of Fact: Special Use Permit (serving alcohol)
    - i. The proposed business is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
    - ii. That the proposed business will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
    - iii. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the

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

2. Pictures from the opening of May's Lounge in Lake Zurich, Floor Plan, Town Center Alta Survey, two Letters of Support and additional information were previously attached for your review and consideration.
3. The **Plan Commission** reviewed the Petitioner's request, conducted the public hearing and recommended **approval** at their July 12, 2018 meeting subject to the conditions and Findings of Fact outlined above by Staff.
4. The **Village Board Committee** reviewed the Petitioner's request at their meeting on August 21, 2018. The Committee forwarded the application on to the Village Board for a final vote.

ALZ/attachments

x:\comdev\mem2018\155\_May's Lounge\_SU for liquor\_vb.docx

ORDINANCE 2018- \_\_\_\_\_

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO SERVE ALCOHOL AT  
MAY'S LOUNGE AT 211 S. MAIN STREET**

---

**WHEREAS**, Angela Atamian, on behalf of May's Lounge (the "Petitioner") has filed a petition for a Special Use Permit to serve alcohol (the "Petition") as a tenant in the property located at 211 S. Main Street, Bartlett, Illinois, in the Town Center, and which property is legally described as follows:

**PART OF LOT 4 IN BARTLETT TOWN CENTER SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, BOTH IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER: 06-34-410-014-0000.**

(the "Subject Property") and which property is zoned PD, Planned Development District; and

**WHEREAS**, the Owner of the Town Center, Bartlett Commercial, LLC, in which the Subject Property is located, has consented to the Petition on the Subject Property; and

**WHEREAS**, the Bartlett Plan Commission conducted a public hearing on the Petition for Special Use Permit on the Subject Property on July 12, 2018 with respect to said Petition (Case #18-10) and has recommended to the Corporate Authorities that the Special Use Permit be granted based upon the findings of fact and subject to the conditions outlined in their report; and

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to grant the Special Use Permit to serve alcohol as recommended by the Plan Commission;

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

**SECTION ONE:** The Corporate Authorities do hereby make the following findings of fact pertaining to the Petitioner's Special Use Permit request:

- i. The proposed business is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
- ii. That the proposed business will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
- iii. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

**SECTION TWO:** That the Special Use Permit to serve alcohol on the Subject Property is hereby granted subject to the conditions and Findings of Fact set forth in Sections One and Three of this Ordinance.

**SECTION THREE:** That the Special Use Permit granted in Section Two of this Ordinance is subject to the following conditions:

- A. Building permits shall be required for all construction activities;
- B. The Petitioner shall obtain a liquor license; and
- C. Signage shall be reviewed and approved separately by the Community Development Department in accordance with the Sign Ordinance.

**SECTION FOUR:** The violation of any of the above conditions shall be cause for the revocation of the Special Use Permit herein granted.

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED: September 4, 2018**

**APPROVED: September 4, 2018**

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

**ATTEST:**

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

**CERTIFICATION**

I, Lorna Giless, 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 2018-\_\_\_\_\_ enacted on September 4, 2018 and approved on September 4, 2018, as the same appears from the official records of the Village of Bartlett.

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



# Agenda Item Executive Summary

Item Name      Bartlett High School  
Homecoming Parade Request

Committee  
or Board      Village Board

## BUDGET IMPACT

Amount:	N/A	Budgeted	N/A
List what fund	N/A		

## EXECUTIVE SUMMARY

The Bartlett High School Student council is requesting a parade permit for a 1:00 P.M. step-off on Sunday, September 23, 2018 starting at Oak Glenn Dr., traveling south on South Bartlett and ending at Stearns Road and Sycamore Lane.

## ATTACHMENTS (PLEASE LIST)

Memorandum, Motion, Letter, Certificate of Insurance, Map

## ACTION REQUESTED

For Discussion Only \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion:   x  

**MOTION:** I move to approve the parade permit requested by the Bartlett High School Student Council for the Homecoming Parade on September 23<sup>rd</sup>, 2018.

Staff:              Sam Hughes, Management Analyst

Date:              8/24/2018

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Sam Hughes, Management Analyst  
**Date:** 8/24/2018  
**Re:** Bartlett High School Homecoming Parade Request

---

The Bartlett High School Student Council has submitted a request for the Bartlett High School Homecoming Parade on Sunday, September 23, 2018. The parade will step off at 1:00 p.m. from Oak Glenn Drive and travel along South Bartlett Road to Stearns Road. A map of the route has been attached. The parade is expected to last no more than one hour.

The appropriate certificate of insurance from School District U-46 has been reviewed and accepted by the Village Attorney and is attached for your review.

## Motion

I move to approve the parade permit requested by the Bartlett High School Student Council for the Homecoming Parade on September 23<sup>rd</sup>, 2018.



**Bartlett High School**

701 Schick Road  
Bartlett, Illinois 60103  
(630) 372-4680  
Fax (630) 372-4682

Michael Demovsky, Principal

---

July 22, 2018

Village President Kevin Wallace  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

**RE:** Bartlett High School Homecoming Parade & Hawk Fest Carnival,  
September 23 and 24, 2018

Dear Village President Wallace,

On behalf of the Bartlett High School Student Council, I am requesting approval for the Bartlett High School Homecoming parade and amplifier permit for the Hawkfest Carnival. The parade is scheduled for Sunday, September 23 at 1:00 pm. The carnival will be Monday, September 24 from 5pm-8pm. We are requesting an amplification permit for DJ music that will be played during the Hawk Fest.

In addition to permission for the parade, we are requesting barricades and police officers to assist with traffic control. The parade will follow an abbreviated version of the traditional Fourth of July parade route; beginning at Oak Glenn Lane, traveling south on South Bartlett Road, and ending at South Bartlett & Stearns Roads. We expect the parade will last less than one hour.

Attached to this letter is a certificate of self-insurance from School District U-46, holding harmless the Village, naming The Village as an additional insured in the amount of \$1,000,000.

Thank you for your consideration, and please accept the Student Council's invitation to help celebrate Bartlett High School's Homecoming.

Sincerely,

  
Kristen Gac

Bartlett High School  
Social Studies Teacher/Student Council Supervisor

CERTIFICATE OF SELF-INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

ISSUED BY:  
Board of Education  
School District U-46  
355 East Chicago Street  
Elgin, IL 60123

The Board of Education of School District U-46, Kane, Cook, DuPage Counties, Illinois, has undertaken to pay all judgments and claims against it as a result of the action of any officer, employee or agent through self-insurance, in accordance with the powers and duties conferred upon the Board by the Local Governmental and Governmental Employees Tort Immunity Act, Ill. Rev. Stat., Ch. 85, par. 1-101 Et. Seq. 1987).

INCEPTION DATE: July 1, 1987.

SCOPE OF PROGRAM: General Liability and Automobile Liability including but not limited to property loss and damage claims, claims for bodily injury or death, and all other civil actions, claims, on suits, including the defenses thereof, which may be made against the School District. The Board's Resolution for Self-Insurance is not intended to, nor does it modify, amend or in any other way remove the immunities of public employees and local governmental entities granted in the Local Governmental and Governmental Employees Tort Immunity Act.

SELF-INSURANCE RESERVE FOR ALL SUCH CLAIMS: \$1,000,000.

DESCRIPTION - BARTLETT HIGH SCHOOL HOMECOMING PARADE AND HAWK FEST

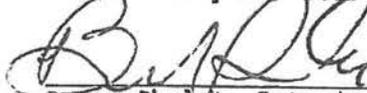
With respect to School District U-46 and the Village of Bartlett, The County of DuPage, as an additional insured with respect to Homecoming Parade held on *September 23, 2018* with in the right of way of DuPage County and with respect to the fireworks display and in connection with Hawkfest held on *September 24, 2018* should the Village of Bartlett be named in a complaint or claim as a result of property damage, personal injury and loss or damage as a result of the event(s) listed below. School District U-46 will defend and pay in accordance with the respective contract permit(s) granted for said activities.

EVENT INFORMATION: This document is valid for:  
*September 24, 2018 from 5:00 PM to 8:00 PM - Hawkfest*  
*September 23, 2018 from 1:00 PM to 2:00 PM - Homecoming Parade*

All risk coverage for the above.

ISSUED TO:  
Village of Bartlett  
Community Development Department  
228 S. Main St  
Bartlett, Il. 60103

Issued: July 23, 2018

  
Bruce Phelps, Interim  
Director of Business Services  
School District U-46



**CERTIFICATE OF COVERAGE**

**MEMBER:** Village of Bartlett

**COVERAGE TERM:** January 1, 2018 – December 31, 2018

This certificate is issued as a matter of information only and confers no rights upon the recipient. This certificate does not amend, extend or alter the coverages provided to the member.

Intergovernmental Risk Management Agency (IRMA) is not an insurance company. IRMA is an Illinois intergovernmental cooperative agency established by contracting units of local government as defined in the Illinois Constitution of 1970 pursuant to Article VII, Section 10 thereof and Chapter 127, Section 746 of the Illinois Compiled Statutes. IRMA administers a joint risk pool and purchases insurance, as it deems expedient.

**COVERAGES:** This is to certify that the coverages listed below are provided by IRMA to the member named above for the Coverage Term indicated. This certificate is subject to all terms and conditions of the IRMA Bylaws and Coverage Document, and any applicable contract(s) of commercial insurance.

Type of Coverage and Limits

Shall not be less than:

General Liability	
Bodily Injury & Property Damage	\$1,000,000 combined single limit per occurrence
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 combined single limit per occurrence

**REFERENCE:** Evidence of coverage for a Special Event-Highway Permit for the Bartlett High School Homecoming Parade on Sunday, September 23, 2018. County of DuPage is named as additional insured in respect to general and auto liability arising out of the above parade.

**TERMINATION:** Should the member named above terminate its participation in IRMA prior to December 31, 2018, written notice thereof will be sent by first class mail to the party named below at the address indicated. However, failure to mail such notice shall impose no obligation or liability upon IRMA.

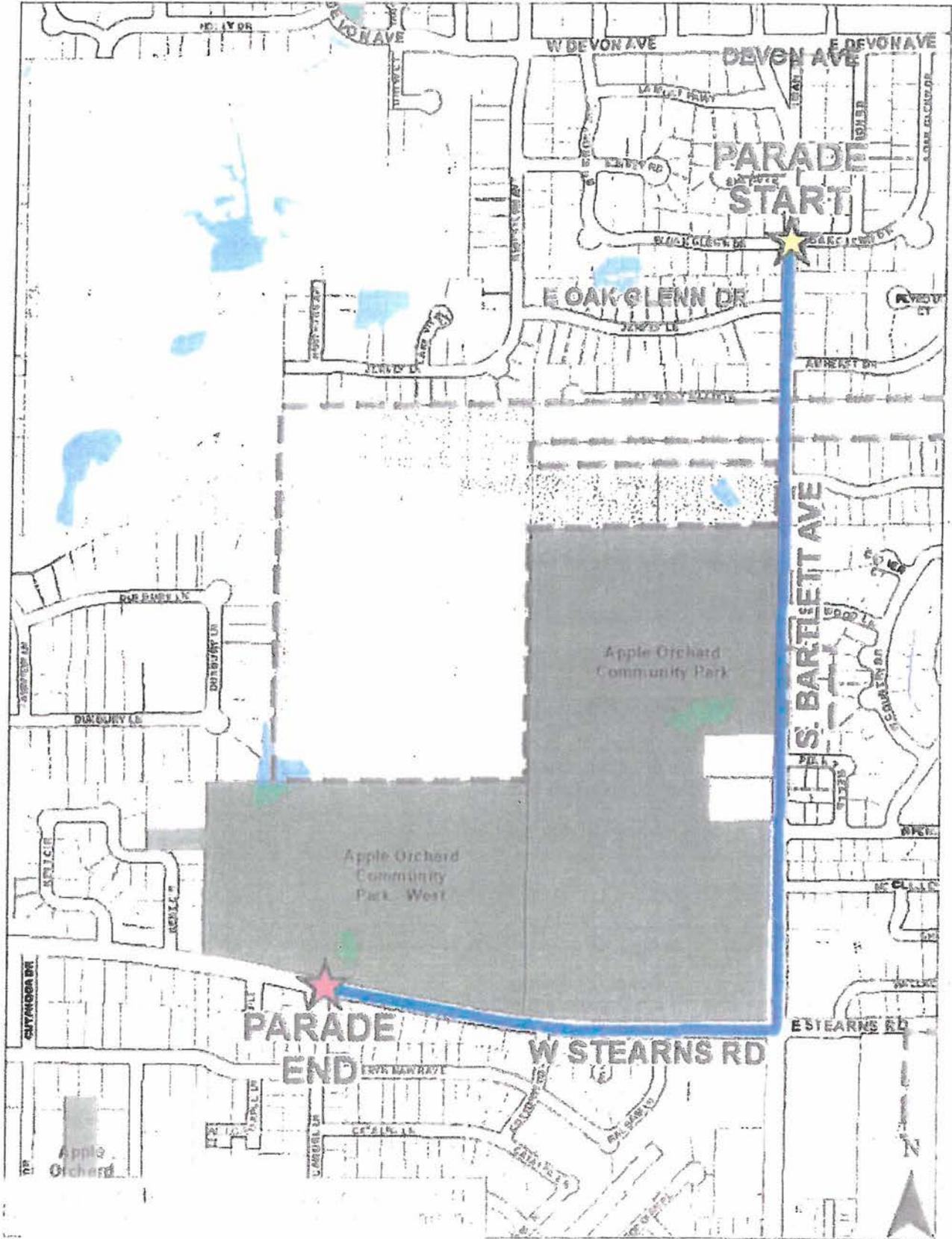
Authorized Representative of Intergovernmental Risk Management Agency:

Date: August 1, 2018

Margo Ely, Executive Director

**CERTIFICATE HOLDER:** County of DuPage  
c/o Department of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187-2553

Copy to: Kyle Rybaski, Village of Bartlett Police Department  
Janelle Terrance, Village of Bartlett



PARADE  
START

S. BARTLETT AVE

Apple Orchard  
Community Park

Apple Orchard  
Community  
Park West

PARADE  
END

W STEARNS RD





# Memorandum

**To:** Scott Skrycki, Assistant Administrator  
**From:** Sam Hughes, Management Analyst  
**Date:** 8/24/2018  
**Re:** Liquor License Creation Class A

---

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

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

## **Motion**

I move to approve Ordinance 2018-\_\_\_\_ an Ordinance amending Section 3-3-2-1: Class A of the Bartlett Liquor Ordinance.



**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED: September 4, 2018**

**APPROVED: September 4, 2018**

---

Kevin Wallace, Village President

**ATTEST:**

---

Lorna Giles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2018-\_\_\_\_\_ enacted on September 4, 2018 and approved on September 4, 2018 as the same appears from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk



# Memorandum

**To:** Scott Skrycki, Assistant Administrator  
**From:** Sam Hughes, Management Analyst  
**Date:** 8/24/2018  
**Re:** Liquor License Creation Class B

---

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

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

## **Motion**

I move to approve Ordinance 2018-\_\_\_\_ an Ordinance amending Section 3-3-2-3: Class B of the Bartlett Liquor Control Ordinance.



**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED: September 4, 2018**

**APPROVED: September 4, 2018**

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

**ATTEST:**

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

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2018-\_\_\_\_\_ enacted on September 4, 2018 and approved on September 4, 2018 as the same appears from the official records of the Village of Bartlett.

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



# Agenda Item Executive Summary

Item Name      Apple Orchard Lift Station Rehabilitation Project      Committee or Board      Board

## BUDGET IMPACT

Amount:	\$ 40,000.00	Budgeted	\$ 40,000.00 (Engineering)
List what fund	2018 - 2022 Capital Budget		

## EXECUTIVE SUMMARY

As noted in the 2018-2022 Capital Budget, the Apple Orchard Lift Station Rehabilitation Project was scheduled for 2018-2019. Earlier in the year, we evaluated consultants qualified and experienced in Lift Station rehab work.

We have previously worked with CMT and have found them to be both professional and responsive. Their project experience with Lift Stations is more than satisfactory. Based upon staff consensus and previous project experiences, I recommend that the 2018 Apple Orchard Lift Station Rehabilitation Project be awarded to *Crawford, Murphy & Tilly, Inc.* in the amount of **\$40,000.00**.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

## ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- Motion

**MOTION: I MOVE TO APPROVE RESOLUTION 2018\_\_\_\_\_, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CRAWFORD, MURPHY & TILLY (CMT) FOR DESIGN SERVICES FOR THE APPLE ORCHARD LIFT STATION REHABILITATION PROJECT.**

Staff: Bob Allen, Village Engineer

Date: September 4, 2018

# Memo

---

**To:** Paula Schumacher, Village Administrator  
**From:** Bob Allen, Village Engineer  
**Subject:** Apple Orchard Lift Station Rehab. Project, Eng. Proposal  
**Date:** August 21, 2018

---

As noted in the 2018-2022 Capital Budget, the Apple Orchard Lift Station Rehabilitation Project was scheduled for 2018-2019. Earlier in the year, we evaluated consultants qualified and experienced in Lift Station rehab work.

We have previously worked with CMT and have found them to be both professional and responsive. Their project experience with Lift Stations is more than satisfactory. Based upon staff consensus and previous project experiences, I recommend that the 2018 Apple Orchard Lift Station Rehabilitation Project be awarded to ***Crawford, Murphy & Tilly, Inc.*** in the amount of **\$40,000.00**.

Please place this ordinance on the next available agenda.

**MOTION: I MOVE TO APPROVE RESOLUTION 2018\_\_\_\_\_, A  
RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT AND CRAWFORD, MURPHY & TILLY  
(CMT) FOR DESIGN SERVICES FOR THE APPLE ORCHARD LIFT STATION  
REHABILITATION PROJECT.**

RESOLUTION 2018 - \_\_\_\_\_

**A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT AND CRAWFORD, MURPHY & TILLY  
(CMT) FOR DESIGN SERVICES FOR THE APPLE ORCHARD LIFT STATION  
REHABILITATION PROJECT.**

---

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

**SECTION ONE:** The Agreement dated August 22, 2018, between the Village of Bartlett and Crawford, Murphy & Tilly (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

**ROLL CALL VOTE:**

AYES:

NAYS:

ABSENT:

PASSED: September 4, 2018

APPROVED: September 4, 2018

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

**ATTEST:**

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

**CERTIFICATION**

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2018 - \_\_\_\_\_ enacted on September 4, 2018 and approved on September 4, 2018, as the same appears from the official records of the Village of Bartlett.

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

**STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** made between Village of Bartlett, whose address is 228 S. Main Street, IL 60103 hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 2750 West Washington Street, Springfield, Illinois 62702, hereinafter called the **ENGINEER**.

**WITNESSETH**, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Engineering design services for the Apple Orchard Lift Station Project as described in Exhibit A – Scope of Design Engineering Services.

**NOW THEREFORE**, the **ENGINEER** agrees to provide the above described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Professional or Subconsultant services performed by another firm will be invoiced at cost plus ten percent.
- At the lump sum amount of \$\_\_\_\_\_.

**IT IS MUTUALLY AGREED THAT**, payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

**IT IS FURTHER MUTUALLY AGREED:**

That compensation of professional engineering services for the Apple Orchard Lift Station Project shall not exceed \$40,000 per Exhibit B, 2018 Professional Services Cost Estimate, without further authorization from the **CLIENT**.

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

**IN WITNESS WHEREOF**, the parties hereto have affixed their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CLIENT:**

\_\_\_\_\_  
(Client Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

**ENGINEER:**

CRAWFORD, MURPHY & TILLY, INC.

 P.E.  
(Signature)

Theresa O'Grady, P.E. – Aurora WR Group Manager  
(Name and Title)

**CMT Job No.** TBD



August 22, 2018

Mr. Robert Allen, P.E.  
Village of Bartlett  
Public Works Administration Building  
1150 Bittersweet Drive  
Bartlett, IL 60103

**Re: Request for Proposal  
Apple Orchard Lift Station Rehabilitation/Repair**

Dear Mr. Allen:

In response to your Request for Proposal regarding the Apple Orchard Lift Station, Ted Gietl and myself met with your staff and conducted a site visit on June 7, 2108, to review your proposed project. In response, we have prepared the following proposal which includes three project options for your review.

**PROJECT UNDERSTANDING**

The Village's goal for this project is to rehabilitate or replace the existing Apple Orchard Sewage Lift Station. The lift station is critical for village sewer operations receiving flow from two tributary pumping stations and a local gravity sewer.

The Apple Orchard Lift Station was built around 1985. It is equipped with two 1,600 GPM pumps and consists of a precast inlet manhole connected to an 11-foot diameter, 34-foot deep steel wet well holding the two submersible pumps (slot for a third pump) and flow-level equipment. Welded to the wet well is an 11-foot diameter, 7-foot deep steel valve vault. The pump controls are housed in exterior panels and the newer diesel generator with weather proof housing is located inside a wood frame carport-type structure.

The inlet manhole receives flow from two force mains and a gravity main. The pump station has pumps to convey flow thru an existing 14-inch diameter force main to the downstream manhole. The steel shell of the wet well is showing severe signs of corrosion. Most notably, groundwater is infiltrating via a 2-inch to 3-inch hole in the structure and a vertical fracture is evident along the south wall. The pumps are less than 10-years old, but the valve and piping appear original and show signs of severe corrosion. It was noted that the fillets in the existing wet well limit the ability to add a third pump.

**APPROACH**

We have developed three options to meet your goal as follows:

1. Slip-line the wet well with a new cylindrical precast concrete or CCFRPM pipe. Construct new precast valve and flow-meter vaults.
2. Rehabilitate the existing wet well and valve vault with a new structural polyurethane interior coating system, (Sprayroq or equal).
3. Complete replacement with precast structures.

For each option, we have identified a proposed construction sequence, design considerations and Pros/Cons. These are listed below. A budgetary cost estimate for the (3) options was not conducted for this proposal but should be near your \$400,000 construction budget, depending on seasonal bidding and material prices at the time of bidding.

**Option #1 – Slip-line the wet well with a new cylindrical precast concrete or CCFRPM pipe or equal.**

**Option # 1 Sequence**

1. Set-up bypass pumping. Construct a new by-pass tee connection (to be used after bypass operations) to the existing force main lift station on-site. Block off outlet of collection manhole and install a pump suction line in collection manhole and bypass pump the flow to the new by-pass tee connection.
2. Remove existing pumps, piping and equipment from the wet well. Remove valves and piping from existing valve vault, cut off and remove metal shell of valve vault.
3. Slip line existing wet well with precast concrete pipe or another pipe (CCFRPM, HOBAS). The concrete pipe would have an admixture for corrosion prevention.
4. Block out penetrations and fill the annular space with grout. Based on our conceptual calculations, an 8.5-foot inner diameter concrete pipe could be used, allowing for 5.25 inches of annular space to be grouted.
5. Add new equipment to wet well. This configuration would accommodate two pumps (each 1,600 GPM) such as ABS or Flygt. The pump would meet the current flow requirements and could also be upsized with larger impellers if needed for increased future flows.
6. Construct a new precast valve vault to contain check valves and piping.
7. Construct a new precast valve vault to contain magnetic flow meter.
8. Install new precast top slabs with new aluminum access hatches on all structures.
9. Redirect flow to wet well and remove bypass.

**Option # 1 Considerations:**

- Evaluate various materials to slip line wet well.
- Evaluate required wet well size based on IEPA standards with current and future flows. The existing wet well may be oversized due to the reduced development in this area.
- Evaluate various pump configurations with an option to upsize impellor to meet future flows.

**Option #1 Pros/ Cons**

**Pros:**

- Uses existing footprint and metal can for shoring.
- Bypass is done on-site and does not require extensive piping and associated costs.
- Bypass creates space and allows for construction time.
- Eliminates costs to excavate and haul off material for new wet well.
- Eliminates shoring costs for a new wet well.
- Significantly reduced geotechnical costs.

**Cons:**

- Third pump likely not an option due to space. The capacity could be increased via larger impellers.

**Option #2 - Rehabilitate the existing wet well and valve vault with a new structural polyurethane interior coating system (Sprayroq or equal).**

**Option # 2 Sequence**

1. Set-up bypass pumping. Construct a new by-pass tee connection (to be used after bypass operations) on the existing force main (on-site). Block off outlet of collection manhole and install a pump suction line in collection manhole and bypass pump the flow to the new by-pass tee connection.
2. Remove existing pumps, piping, valves and equipment from the wet well and valve vault.
3. Reconfigure existing fillet to accommodate third pump.
4. Clean, patch and reline existing metal wet well and valve vault with a structural polyurethane coating. (Sprayroq or equal).
5. Add new pumps, piping, valves and equipment to wet well and valve vault.
6. Construct a new precast valve vault to contain the magnetic flow meter.
7. Re-use or replace existing aluminum access hatches.
8. Redirect flow to wet well and remove bypass.

**Option # 2 Considerations:**

- Evaluate required wet well size based on IEPA standards with current and future flows. The existing wet well may be oversized due to the reduced development in this area.
- Evaluate whether a 2 or 3 pump system may be required.

**Option # 2 Pros/ Cons**

**Pros:**

- Re-uses existing metal cans.
- May allow for third pump installation.
- Bypass is done on-site and does not require extensive piping and associated costs.
- Bypass reduces space requirements and allows for reduced construction time.
- Eliminates costs to excavate and haul off material for new wetwell.
- Eliminates shoring costs for a new wetwell.
- Significantly reduce geotechnical costs.
- Less construction traffic on local roads.

**Cons:**

- Would require pump down and clean of wetwell for field analysis of structural repair costs.
- Coating success depends on field preparation and application in proper conditions.
- Surface must be dry for some products.
- Specialty contractors can have high unit costs.

**Option #3 - Complete Replacement: Construct new precast wetwell, valve vault and flow meter vaults adjacent to existing pump station and partially demo and retire existing pump station.**

**Option #3 Sequence (Concept layout included):**

1. The existing system would remain in place during construction to maintain service.
2. Construct new lift station. New station would likely be located to the north in the paved area as shown in the attached exhibit. It would have new pre-cast concrete structures including one 4' diameter inlet manhole, one 11' diameter wetwell, one 11' diameter valve vault and one 5' diameter flow meter vault.
3. Transition to new lift station consisting of a new section of 24-inch collector sewer

- (approximately 16 feet) constructed to the south to connect the existing collector sewer.
- Demolish existing lift station by removing equipment, cutting off top 4' of existing cans, filling in with aggregate backfill and abandoning in-place.

**Option #3 Consideration:**

- Evaluate required wet well size based on IEPA standards with current and future flows. The existing wet well may be oversized due to the reduced development in this area.
- Evaluate whether a 2 or 3 pump system may be required.
- The new structures, extensive excavation and hauling may require access road repair.

**Option # 3 Pros/ Cons**

**Pros:**

- Brand new station.
- Layout not restricted to existing design.
- Can accommodate three pumps.
- Does not require bypass pumping.

**Cons:**

- Cost and staging area for deep excavation including shoring cost, and geotechnical cost.
- Increased traffic on local roads.
- Access road may need some repair after construction.

**EASEMENT INFORMATION**

We have completed a brief review of the associated documents (declarations, plats, grants/provisions) to reveal that the Village has access to the site from the north and east together with the rights to repair and replace the existing lift station. See the attached exhibit summarizing the easements.

The lift station site lies within a two-part easement. The east section being 80' north/south by 80' east/west. The west section forming an 'L' shape, 45' east/west by 105' north/south together with a 25' wide section lying south of the 80' square. This two-part easement creates a site being 125' east/west and 105' north/ south straddling an existing property line.

The preferred access to the site should be from the north as the east easement would require passing through the brush and detention basin.

Our surveyor will define the easements limits in the field and complete all the necessary topography fieldwork for the reconstruction of the lift station site.

**SITE**

While close, the site is outside the floodplain per the Flood Insurance Rate Map. It assumed there are no floodplain, wetland or other regulatory areas within the site limits.

**EXISTING GENERATOR AND SHED**

The existing 125KW backup generator is diesel powered, less than 5 years old and housed in a weatherproof metal enclosure under a wood frame shelter with wooden fencing surrounding it. It was noted in our site visit that the Village would prefer to have better access to the unit.

To increase access to the equipment the wood frame shelter and fence could be replaced with a different structure in the future. We would suggest replacing it with a simple galvanized metal frame carport or equal with open sides, a beam footing and concrete floor for staff weather

protection, equipment access and establish open visual lines to the site and equipment. This could be a local project and we have not included any engineering effort in our proposal for this work.

### **HYDRAULIC CALCULATIONS DURING DESIGN**

As part of the design, we will prepare hydraulic calculations. To form the basis of the hydraulic calculations, we will obtain pump hour readings for past three years from the Village. Then we will evaluate current and future service area maps provided by Village. We have noted that the service area to the west has been converted to a forest preserve district. We will review available reliable flow meter data, if available. And finally, we will size the wet well to meet current and future flows based on IEPA standards and compare the required size to the existing volume.

### **GEOTECHNICAL INVESTIGATION**

For Option #3, a geotechnical soil boring may be required. This was not included in our proposal. If this option is chosen, this soil boring can be contracted directly through the Village or added to the CMT contract.

### **ESTIMATED COST TO CONSTRUCT THE APPROVED DESIGN**

It was conveyed to CMT that the Village's construction budget for this project was \$400,000. Our intent is to propose work that will be within your budget. A budgetary cost estimate for the three options was not conducted for this proposal but based on our previous project experience your project should be near your construction budget, depending on seasonal bidding and material prices at the time of bidding. CMT expects Option #3 to be the most expensive due to extra excavation, shoring and hauling costs.

### **ESTIMATED COST TO PROVIDE DESIGN SERVICES**

CMT proposes to provide professional engineering services to provide detailed design, IEPA Permit application, plan sheets and bidding documents for your selected option.

The cost for this effort shall not exceed \$40,000 and would be billed on a time and expense basis.

### **ESTIMATED DESIGN SCHEDULE**

CMT's intent, if selected, is to complete the final design and permit applications to be submitted to IEPA within 90-days of the Village's authorization of the preferred option. This schedule may also be adjusted based on final project scope and Village staff expectations.

### **QUALITY ASSURANCE/QUALITY CONTROL**

CMT has developed a formal process to implement a continuous quality improvement (CQI) mindset. CQI encourages our team members to create improvements to the way we serve our clients in order to constantly improve our project performance. This process will be implemented for the pump station project through the implementation of a quality control plan that outlines the processes, standards, and reviews that the team will follow to ensure that all engineering elements developed for the project meet Village of Bartlett and CMT standards.

### **PROJECT MANAGEMENT APPROACH**

CMT's reputation for excellent project performance is validated through the years of continuous reselections and the excellent ratings received from our clients. CMT's demonstrated ability to deliver projects such as the Country Creek Lift Station in a successful manner is based on creative designs and strong project management supported by internal systems and controls at

both the project and corporate level. As simple as it sounds, the keys to properly managing a project are planning/organization and communication.

We thank you for your time reviewing our proposal and look forward to working with you on the Apple Orchard Lift Station project. Please call me direct at 630-907-7039 or email me at [cdagiantis@cmtengr.com](mailto:cdagiantis@cmtengr.com) if you have any questions or require any additional information.

Sincerely,

**CRAWFORD, MURPHY & TILLY, INC.**



Chris P. Dagiantis, PE  
Project Manager

Attachments:

- Standard Agreement
- Scope of Work
- Layout of Option #3
- Site Map of Easements
- Engineering Fee Estimate



# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Sam Hughes, Management Analyst  
**Date:** 8/27/2018  
**Re:** Class A Liquor License Request- Bartlett Tap

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Attached for your consideration is a Liquor License application submitted by Castle Partners Group, Inc. doing business as the Bartlett Tap at 113 Railroad Ave.

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

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

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

## Motion

I move to approve the Class A Liquor License application submitted by Castle Partners Group, Inc.

Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103  
630-837-0800



*Application fee*  
ck# 322

**LIQUOR LICENSE APPLICATION**

Date: 7-29-2018

Class of License: CLASS A *FRONT.*

License Fee: ~~MINIMUM~~

1. Business Name: Bartlett Tap
2. Business Address: 113 Railroad Ave, Bartlett, IL 60103
3. Telephone Number: 773-875-5333 or 312-404-7300
4. Contact Name: John D. CASTILLA
5. Email Address: JohnCastilla86@gmail.com
6. Registered Corporate Name: CASTLE Partners Group, Inc
7. Date of Incorporation: July 26, 2018 State of Incorporation: IL
8. Retailer Occupational/Sales Tax Number: 83-1366490
9. State principal kind of business: Bar & restaurant
10. Description of premises or portion thereof sought to be licensed:  
Building 2nd floor bar
11. Does applicant seek a License to sell Liquor on the premises as a restaurant: yes

If so, are premises:

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

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

What is the seating capacity of the restaurant: 75-100

12. Will the applicant be applying for a video gaming license for the purpose of conducting video gaming at the proposed licensed premises: yes

If yes, each license application for an initial license at a premises shall be accompanied by a set of floor and site plans prepared under the seal of an architect or engineer licensed to practice in the state. The plans shall show the dimensions of the premises, its location on and the dimensions of its site; the property lines and their relationship to the building and all parking areas located on the property; and the design and layout for determination of occupancy, including, but not limited to, exiting, seating, dining rooms, bars, game and waiting areas, proposed video gaming areas, and position of equipment and fixtures therein whether or not an application for a video gaming license has or will be submitted. The plans shall show on the face thereof a written computation of proposed occupancy limits, parking requirements and areas which will be reasonably necessary for loading and unloading. The layout of a licensed premises may not be substantially changed without submission of a new set of plans and approval by the local liquor control commissioner. The requirements of this subsection shall not apply to any applicant seeking a class C, C Extended, G, H, J, K, L or M license.

13. Does applicant own premises for which this license is sought: NO

Attach evidence that applicant is the owner of record of the premises to be licensed pursuant to this application.

14. Has applicant a lease on such premise covering the full period for which license is sought: yes

If so, give:

Name and Address of Lessor:

Hova Reality Inc  
6150 N. Milwaukee Ave, Chicago, IL 60646

Period covered by lease:

From: 7/2018 To: 7/2028

Attach copy of signed lease

15. Specify the value of goods, wares, and merchandise now on hand: \_\_\_\_\_

16. Do you hold any other current business license issued by the Village of Bartlett: NO

If so,

Type of license: \_\_\_\_\_

Address of license: \_\_\_\_\_

17. 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

18. Is the applicant engaged in the manufacture of alcoholic liquors? NO  
If so, at what location: \_\_\_\_\_

19. Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors? NO  
If so, at what location: \_\_\_\_\_

20. List any Officer, Director, Manager and any person owning directly or beneficially five (5%) percent or more of the Corporate Stock of the business. John D. CASTILLA

21. 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

If so, give,  
Name: \_\_\_\_\_  
Date of the offense: \_\_\_\_\_  
Nature of the Offense: \_\_\_\_\_  
Disposition of said conviction: \_\_\_\_\_

22. 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

If so, give,  
Name: \_\_\_\_\_  
Date of the offense: \_\_\_\_\_  
Disposition of said conviction: \_\_\_\_\_

23. 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

If so, give,  
Name: \_\_\_\_\_  
Date of the offense: \_\_\_\_\_  
Nature of offense: \_\_\_\_\_  
Disposition of said conviction: \_\_\_\_\_

24. 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 questions 21, 22 and 23? NO

If so, state particulars:  
\_\_\_\_\_  
\_\_\_\_\_

25. 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

If so, give,  
Name: \_\_\_\_\_  
Location of premises: \_\_\_\_\_  
Date of application: \_\_\_\_\_  
Disposition of application: \_\_\_\_\_

26. 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

27. Has any license previously issued by Federal, State or Local Authorities to the Corporation (Applicant) or to any Officer, Manager or Director of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation been revoked? NO

If so, give,

Name of licensee: \_\_\_\_\_

Date of revocation: \_\_\_\_\_

Reason: \_\_\_\_\_

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

Name of the Liquor Manager: John D. CASTILLA

Residence Address: 

Authority conferred upon the Liquor Manager by the Corporation with relation to the operation or management of the business for which this license is sought?

\_\_\_\_\_

Has the Liquor Manager been finger printed for the purpose of this application? NO

If so,

Where: \_\_\_\_\_

When: \_\_\_\_\_

Please have the Liquor Manager(s) complete STATEMENT OF LIQUOR MANAGER CONDUCTING BUSINESS FOR CORPORATE APPLICANT, and attach as part of the application.

The following **MUST** be included with the application:

Certificate of Insurance in compliance with Section 3-3-6 of the Bartlett Liquor Control Ordinance.

Liquor License Surety Bond in the amount of \$2,000.00 in compliance with Section 3-3-5 of the Bartlett Liquor Control Ordinance.

Certificates of Completion of a State of Illinois Certified Alcohol Awareness Program for the manager, bartenders and servers for licensed premise.

Copy of the Lease or proof of ownership.

A \$250.00 non-refundable application fee for first time applicants only.

No person shall knowingly furnish false or misleading information or withhold any relevant information on any application for any license required by this chapter nor knowingly cause or suffer another to furnish or withhold such information on his behalf. No person shall knowingly furnish any false or misleading information in the investigation of any application for a license required by this chapter. No person shall willfully withhold any information that is relevant to any such investigation when called upon by any Village officials to furnish such information. The furnishing of false or misleading information or withholding any relevant information on any application for any license required by this chapter shall be grounds for denial of any such application, or if discovered after the granting of the license, shall be grounds for a fine and/or the suspension or revocation of the license.

A Licensee shall conduct the business at a licensed premises in a manner consistent with the statements and representations made on the Licensee's application before the local liquor control commissioner.

### AFFIDAVIT

Village of Bartlett  
Cook, DuPage, and Kane Counties, Illinois

The undersigned swears (or affirms) that the Corporation in whose name this application is made 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 United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

Jared D. Cotto President\*  
Signature  
  
\_\_\_\_\_  
Signature Secretary

Subscribed and sworn to by JARED D. COTTO  
before me this 30 day of JULY 20 18

Jared Cotto  
Notary Public (Seal)



\*If the signatory is someone other than the President, said signatory shall attach a copy of the Corporate resolution authorizing said signatory to sign on behalf of the Corporation.

STATEMENT OF LIQUOR MANAGER  
CONDUCTING BUSINESS FOR CORPORATE APPLICANT

1. Business Name: Bartlett Tap  
Business Address: 113 W. Railroad Ave, Bartlett, IL 60103
2. Name of Liquor Manager: John D. CASTILLA  
Residence Address: [REDACTED]  
How long have you resided at this residence: 13 years  
(If less than one year, list previous residence address)  
Date of Birth: [REDACTED] Place of Birth: Indiana  
Social Security Number: [REDACTED]  
Driver's License Number: [REDACTED] State: WI  
Telephone Numbers: [REDACTED]  
Home: [REDACTED]  
Business: 312-404-7300  
Email Address: JohnCASTILLA@bartlett-tap.com or  
JohnCastilla86@gmail.com
3. Have you been fingerprinted for the purpose of this application: NO  
If so, Where: \_\_\_\_\_  
When: \_\_\_\_\_
4. Have you ever been convicted of any felony under any Federal or State law in the last 10 years: NO  
If so, give, Date: \_\_\_\_\_  
Nature of offense: \_\_\_\_\_  
Disposition of said conviction: \_\_\_\_\_

5. 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

If so, give,  
Nature of offense: \_\_\_\_\_  
Disposition of said conviction: \_\_\_\_\_

6. Have you ever been convicted of a violation of any Federal, State or Local Liquor law: NO

If so, give,  
Date: \_\_\_\_\_  
Disposition of said conviction: \_\_\_\_\_

7. Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in questions, 4, 5, and 6: NO

If so,  
State particulars: \_\_\_\_\_

8. Has any license previously issued to you by Federal, State or Local authorities been revoked: NO

If so, give,  
Date: \_\_\_\_\_  
Reason for revocation: \_\_\_\_\_

9. In what capacity are you employed by the applicant: owner / self / proprietor

10. Give name of person who appointed you in your present capacity:  
Name: N/A  
Date of appointment: \_\_\_\_\_

11. List employer for past five year:  
Name: Apogee Health Partners, Inc  
Address: 2850 S. Wabash Ave, Ste 202  
Manager's name: Founder - Managing Partner  
Employment type: Physician Management, Claims processing, credentialing

12. List all prior experience 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:

N/A

13. List any other experience and education that you have which you believe qualifies you to act as a Liquor Manager:

Successfully Manage a Physician Network of over 500 physicians

14. How many hours per week will you be physically present at the premises to be licensed: 40+

Founder - Jan 2000 -

15. Will the applicant be applying for a video gaming license for the purpose of conducting video gaming at the proposed licensed premises: yes

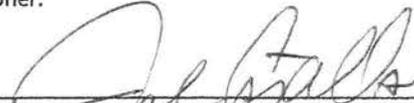
If yes, each license application for an initial license at a premises shall be accompanied by a set of floor and site plans prepared under the seal of an architect or engineer licensed to practice in the state. The plans shall show the dimensions of the premises, its location on and the dimensions of its site; the property lines and their relationship to the building and all parking areas located on the property; and the design and layout for determination of occupancy, including, but not limited to, exiting, seating, dining rooms, bars, game and waiting areas, proposed video gaming areas, and position of equipment and fixtures therein whether or not an application for a video gaming license has or will be submitted. The plans shall show on the face thereof a written computation of proposed occupancy limits, parking requirements and areas which will be reasonably necessary for loading and unloading. The layout of a licensed premises may not be substantially changed without submission of a new set of plans and approval by the local liquor control commissioner. The requirements of this subsection shall not apply to any applicant seeking a class C, C Extended, G, H, J, K, L or M license.

AFFIDAVIT

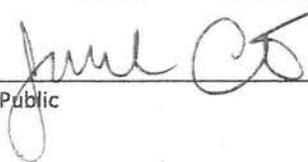
Village of Bartlett  
Counties of Cook, DuPage and Kane, Illinois

The undersigned 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.

  
\_\_\_\_\_  
Signature of Manager or Agent

Subscribed and sworn to by JOHN D. CASTINA  
before me this 30 day of July, 2018

  
\_\_\_\_\_  
Notary Public

(SEAL)



**CORPORATION INVESTIGATION AUTHORIZATION/RELEASE**

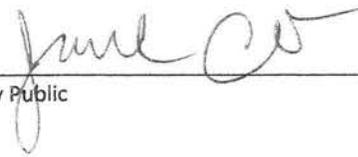
Each applicant, Officer, Director, Manager proposed Liquor Manager, proposed manager of the premises, and Shareholder or Stockholder owning in the aggregate more than five (5%) percent of the stock of such corporation shall complete and sign the following investigation authorization. For a corporation whose stock is publicly traded and is listed on a recognized exchange, shareholders owning in the aggregate less than 25% of the stock of such corporation, and Directors and Officer who do not have any management responsibilities of such corporation need complete this investigation authorization.

**INVESTIGATION AUTHORIZATION**

I, John D. CASTILLA 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.

  
\_\_\_\_\_  
Signature of Applicant

Subscribed and sworn to by JOHN D CASTILLA  
before me this 30 day of JULY, 2018

  
\_\_\_\_\_  
Notary Public

(SEAL)







Effective Date: August 20th, 2018

# Western Surety Company

## LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 63770696

That we, Castle Partners, Inc. dba Bartlett Tap

of Bartlett, State of Illinois, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of Illinois, as Surety, are held and firmly bound unto the

Village of Bartlett, State of Illinois, as Obligee, in the penal

sum of Two Thousand and 00/100 DOLLARS (\$2,000.00), lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been licensed Liquor License

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until August 20th, 2019, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this 20th day of August, 2018.

Castle Partners, Inc. DBA Bartlett Tap  
Principal

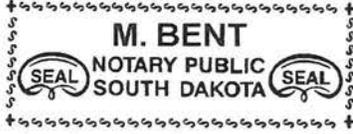
Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruffat  
Paul T. Bruffat, Vice President

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 20th day of August, 2018, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*M. Bent*  
Notary Public — South Dakota

My Commission Expires March 2, 2020

ACKNOWLEDGMENT OF PRINCIPAL  
(Individual or Partners)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same.

My commission expires \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL  
(Corporate Officer)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public



License or Permit No. \_\_\_\_\_

LICENSE AND PERMIT  
BOND  
As

\_\_\_\_\_ of \_\_\_\_\_

State of \_\_\_\_\_

Name of Applicant

Address

Filed \_\_\_\_\_

Approved this \_\_\_\_\_

day of \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor License

bond with bond number 63770696

for Castle Partners, Inc. dba Bartlett Tap

as Principal in the penalty amount not to exceed: \$ 2,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 20th day of August, 2018.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

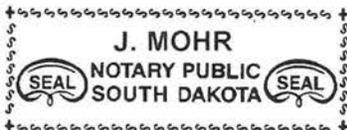
By Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 20th day of August, 2018, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



# Serving Alcohol Operator License

John Castilla

has successfully completed the course

Illinois Alcohol Seller-Server

License Code

G8qDiP5v40

Verify online at  
[servingalcohol.com](http://servingalcohol.com)

Serving Alcohol Inc.

STATE OF ILLINOIS BASSET TRAINING PROGRAM  
Beverage Alcohol Sellers and Servers Education and Training  
LICENSE NUMBER: 12-5A-0100823

Persons completing this course acknowledge that it is illegal to sell, give or deliver alcoholic liquor to any person under the age of 21 years or to any intoxicated person. 625 ILCS 5/6-16(a)(1)

Persons completing this course acknowledge that it is illegal to sell, buy for distribute samples of or furnish any cigar, cigarette, smokeless tobacco or tobacco in any of its forms to any minor under 18 years of age. 720 ILCS 675-680

Certification Date

Aug 20th, 2018



Learn more about this wallet card at <http://servingalcohol.com/wallet-card>

Illinois BASSET Card (Temporary)

**John Castilla**

**Certification Date: Aug 20th, 2018**

**Certificate Code: G8qDiP5v40**

**Verify Online: [servingalcohol.com](http://servingalcohol.com)**

**BASSET TRAINER: 12-5A-0100823**

**SERVING ALCOHOL INC**  
**VALID FOR 30 DAYS**

Student ID: 115906 Date of Birth: 11/11/1967

After 30 days print your official BASSET card here: <https://mytax.illinois.gov/?Link=Basset>

# Serving Alcohol Operator License

John Castilla

has successfully completed the course

Illinois Alcohol Seller (Off-Premise)

License Code

HQab3wsqcu

Verify online at  
[servingalcohol.com](http://servingalcohol.com)

Serving Alcohol Inc.

STATE OF ILLINOIS BASSET TRAINING PROGRAM  
Beverage Alcohol Sellers and Servers Education and Training  
LICENSE NUMBER: 12-5A-0100823

Persons completing this course acknowledge that it is illegal to sell, give or deliver alcoholic liquor to any person under the age of 21 years or to any intoxicated person. 625 ILCS 5/6-16(a)(i).

Persons completing this course acknowledge that it is illegal to sell, buy for, distribute samples of or furnish any cigar, cigarette, smokeless tobacco or tobacco in any of its forms to any minor under 18 years of age. 720 ILCS 675/680

Certification Date

Aug 13th, 2018



Learn more about this wallet card at <http://servingalcohol.com/wallet-card>

Illinois BASSET Card (Temporary)

**John Castilla**

**Certification Date: Aug 13th, 2018**

**Certificate Code: HQab3wsqcu**

**Verify Online: [servingalcohol.com](http://servingalcohol.com)**

**BASSET TRAINER: 12-5A-0100823**

**SERVING ALCOHOL INC  
VALID FOR 30 DAYS**

Student ID: 115906 Date of Birth: 11/11/1967

After 30 days print your official BASSET card here: <https://mytax.illinois.gov/?Link=Basset>



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, 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*

CASTLE PARTNERS GROUP, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 26, 2018, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, 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 29TH  
day of JULY A.D. 2018 .***

*Jesse White*

SECRETARY OF STATE

Form **BCA-4.15/4.20**

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

FILE # 71923835

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

Filing Fee: 60.00  
Approved: JXR

FILED  
Aug 01, 2018  
Jesse White  
Secretary of State

1. Corporate Name: CASTLE PARTNERS GROUP, INC.,

2. State of Incorporation: ILLINOIS

3. Date Incorporated/Qualified: 07/26/2018

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

BARTLETT TAP

5. The right to use the assumed corporate name shall be effective from the date this application is filed by the Secretary of State until 07/01/2020, the first day of the corporation's anniversary month in the next year evenly divisible by five.

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

Date: Aug 01, 2018

Exact Name of the Corporation:  
CASTLE PARTNERS GROUP, INC.,

JOHN D CASTILLA  
Authorized Officer's Name

PRESIDENT  
Title

# Illinois Commercial Lease Agreement

In consideration of the Landlord's leasing of the premises to the Tenant, the Tenant's leasing from the Landlord the premises, and the mutual benefits and obligations conferred by this lease on the Parties, and in recognition of the receipt and sufficiency of said consideration, the Parties hereby agree to the following terms and conditions:

**I. The Parties** - Lease agreement is between Lessor under the individual/entity (hereinafter known as the "Landlord") known as Hova Realty Inc. and the Lessee under the individual/entity (hereinafter referred to as the "Tenant") known as Castle Partners Group Inc.

**II. Premises** - The space/property being leased shall be described as:

113 W. Railroad Birtlett IL. 60103  
(Hereinafter referred to as the "Premises").

**III. Space Rented** - The space described equals: 3,000~~5~~ Square Feet (SF)

**IV. Term** - The term of the lease shall be 10 years beginning on the 1<sup>st</sup> day of July, 2018 and ending on the 30<sup>th</sup> day of June, 2028.

**V. Rent** - Rent shall be paid on the 1<sup>st</sup> of every month in the amount of Five Thousand Dollars (\$5,000.00) which equates to \$\_\_\_\_\_ Per Square Foot (\$/SF).

## Check One

- Rent shall increase \_\_\_\_\_ percent (\_\_\_\_%) on an annual basis.

- Rent shall increase \_\_\_\_\_

- Rent shall remain fixed for the lease term.

**VI. Common Areas** - The Tenant, along with any of their employees, may use the following common area(s) along with other inhabitants:

\_\_\_\_\_ Parking Space(s)  All Parking Space(s)

Restroom(s)

Storage Area(s)

Entrance(s) (Incl. Stairs & Elevators)

Conference/Meeting Room(s)

Trash Area(s)

Kitchen(s)

Other \_\_\_\_\_

**VII. Renewals**

Check One

- Tenant shall have the option to renew the lease for \_\_\_\_\_ year(s) under the following conditions:

2 Ten Year Options

- Tenant does not have the right to renew the lease.

**VIII. Security Deposit** - The Tenant is required pay Five Thousand Dollars (\$5,000.00) as a Security Deposit. If the Tenant follows the terms and conditions of this agreement in good faith and without damaging the Premises, the Security Deposit will be returned within ten (10) business days. Otherwise, any repairs needed for the Premises will be deducted from the Security Deposit.

**IX. Condition Upon Move-In**

Check One

- The Tenant agrees to take tenancy of the property on an "as is" basis, willing to make all fit-ups (if needed) on the Premises at the expense of the Tenant.

- The Landlord accepts building the fit-ups for the Tenant that includes improvements to be made  as an addendum  described below:

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All fixtures shall  remain  not remain on the premises at the end of the lease term.

**X. Improvements During Lease Term** - The Tenant, with written approval of the Landlord that may not be unreasonably withheld, shall be able to make any type of improvement to the Premises.

**XI. Use** - The Tenant will occupy the Premises for the following use:

Restaurant and Bar

Note the Americans with Disabilities Act (ADA): All businesses that are open to the public or employ 15 or more people require that the premises be accessible by persons with disabilities. In the event that the premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of:

(Check one)

- Tenant

- Landlord

- Cost to be split equally between Landlord and Tenant.

## **XII. Utilities and Other Expenses**

### Check Who Pays

Landlord  Tenant - **Air Conditioning (AC)**

Landlord  Tenant - **Cable**

Landlord  Tenant - **Electricity**

Landlord  Tenant - **Gas**

Landlord  Tenant - **Heat**

Landlord  Tenant - **Internet**

Landlord  Tenant - **Oil**

Landlord  Tenant - **Sewer**

Landlord  Tenant - **Water**

Landlord  Tenant - **Other:** \_\_\_\_\_

Landlord  Tenant - **Other:** \_\_\_\_\_

Landlord  Tenant - **Other:** \_\_\_\_\_

**XIII. Landlord's Representations** - At the time of lease signing, the Premises shall be properly zoned for the Tenant's stated use as stated in Section XI and will be in compliance with all applicable state and federal laws and regulations. The Premises shall not have been used for the storage or disposal of any toxic or hazardous substances, and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the property.

## **XIV. Landlord's Responsibility**

- Landlord shall maintain and make any and all necessary repairs to: (1) the roof, structural components, exterior walls, and interior common walls of the premises, and (2) the plumbing, electrical, heating, ventilating, and air-conditioning systems.

- Landlord will regularly clean and maintain (including snow removal) the parking areas, yards, common areas, and exterior of the building and remove all litter so that the premises will be kept in an attractive condition.

### **XV. Tenant's Responsibility**

- Tenant shall keep the Premises clean and well maintained at all times, so that the Premises shall be in marketable condition.

### **XVI. Insurance**

Landlord agrees to carry fire and hazard related coverage insurance for the Premises. Tenant agrees to carry public liability insurance that includes the Landlord as an insured party for personal injury.

The coverage the Tenant shall provide will be in the amount(s) of:

#### Check All That Apply

- \$ \_\_\_\_\_ per occurrence
- \$ \_\_\_\_\_ per year

This agreement automatically releases the Landlord and Tenant from each other in reference to liability for property, loss, damage, personal injury, or anything else covered by the insurance plan.

### **XVII. Taxes**

#### Check Who Pays

- Landlord  \*Tenant - **Real Property Taxes**
- Landlord  Tenant - **Personal Property Taxes**

\*For Properties With Multiple Tenants - If the Tenant pays for the real property taxes it should be noted that the calculation should be equal to that Tenant's portion of the property/total square feet.

**XVIII. Subletting** - The Tenant  does  does not have the right to sublet the Premises. Any new Tenant under a sublease must meet the approval of the Landlord and such approval shall not be unreasonably withheld.

**XIX. Damage to the Premises** - The Tenant may terminate the lease agreement if necessary repairs to the Premises due to fire, flood, or any natural catastrophe keep the Tenant from being open for over ninety (90) days.

- If the Tenant is not able to be open for the ninety (90) day period due to damage to the Premises, there will be no rent paid during said period.

**XX. Default** – If the Tenant defaults on the lease agreement for non-payment of rent or for any other reason, the Landlord agrees to give notice to the Tenant giving the Tenant the right to cure the issue(s). If the Tenant does not cure the issue(s) within the amount of time stated in the notice, then the Landlord has the right to take legal action.

**XXI. Notice of Quiet Enjoyment** – During the term of the lease agreement, the Tenant has the right of quiet enjoyment of the Premises.

**XXII. Eminent Domain** – The lease automatically becomes void if the Premises are taken by eminent domain. During the process, the Tenant will have to right to claim:

- Value of the Lease Agreement
- Loss of Business Revenue
- Moving and Relocation Expenses

**XXIII. Holding Over** – If the Tenant remains in possession of the Premises after the lease agreement ends, the tenancy shall continue on a month-to-month, or “Tenancy at Will,” basis unless the Landlord gives notice for the Tenant to vacate.

**XXIV. Disagreements During the Lease Period** – If a disagreement arises during the lease period, the following actions shall take place:

Check All That Apply

– Litigation - If a dispute arises from either the Landlord or Tenant; the parties have the right to take the matter to the court under the Premises' jurisdiction.

- Mediation with Possible Litigation – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1<sup>st</sup>) meeting to reach a compromise before going to court.

- Mediation with Possible Arbitration – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1<sup>st</sup>) meeting to reach a compromise before going to the arbitrator.
- The arbitrator selected will be a third (3<sup>rd</sup>) party to be mutually agreed upon. The arbitrator shall decide all costs directed towards hiring the arbitrator.

The Landlord shall not have to attend the mediation or arbitration process unless Tenant is current with the rental payments, either submitting to the Landlord directly or depositing the funds in an escrow account.

**XXV. Additional Agreements** - Landlord and Tenant additionally agree to the following:

AS - 15

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**XXVI. Entire Lease Agreement** - This document supersedes any other writings in relation to the Premises and has authority over any oral agreements made between the Landlord and Tenant.

**XXVII. Successors and Assignees** - All assignees of the parties including heirs, successors, or anyone else that may be considered is mutually bound by this lease agreement.

**XXVIII. Notices** - All notices in relation to the Premises or this lease agreement shall be in writing and delivered to the following address below via Certified Mail with Return Receipt:

**Landlord**

Hava Realty Inc.  
6150 N. Milwaukee  
Chicago IL 60646

**Tenant**

Castle Partners Group Inc.

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**XXIX. Governing Law** - This lease agreement will be governed by and construed in accordance with the laws in the State of IL.

**XXX. Counterparts and Modifications**

- The Landlord and Tenant agree that they shall sign several identical counterparts of this lease and any fully signed counterpart shall be treated as an original.
- Only writing(s) signed by the party against whom such a modification is sought to be enforced shall modify this lease.

**XXXI. Waiver** - If either Landlord or Tenant waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

terminate the lease.

\*The landlord shall allow the tenant to quit or terminate the lease via a penalty of N/A dollars (\$\_\_\_\_\_). In addition, the tenant must provide written notice to the address stated in Section XXVIII within least \_\_\_\_\_  days  months of the intended end date.

**XXXIII. Severability** - If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision. It will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

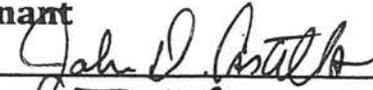
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### Signatures

**Landlord**

  
Name: Junior Anderson  
Date: 7/1/18

**Tenant**

  
Name: John CASTELLA  
Date: 7/1/2018

- Broker(s)

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

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

- Personal Guaranty - Upon my authorization of this agreement, I personally guarantee the performance of all financial obligations under this lease.

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

**POLICE DEPARTMENT MEMORANDUM**  
**18-56**

**DATE:** August 3, 2018  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Charles Snider, Acting Chief of Police   
**RE:** Liquor License Applicant

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

John D. Castilla

Business: Bartlett Tap

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

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

PBU/hma

cc: Diane Czerwinski  
File



# Agenda Item Executive Summary

Item Name      May's Lounge  
                    Class B Liquor License Request

Committee  
or Board      Board

## BUDGET IMPACT

Amount:	N/A	Budgeted	N/A
List what fund	N/A		

## EXECUTIVE SUMMARY

Attached for your consideration is a Liquor License application submitted by May's Bartlett, LLC doing business as May's Lounge (May's).

May's is applying for a Class B Liquor License which allows for the retail sale of beer and wine for use and consumption on their premises from 8:00 a.m. to 1:00 a.m. Sunday through Thursday and 8:00 a.m. to 2:00 a.m. Friday and Saturday.

## ATTACHMENTS (PLEASE LIST)

Staff Memo Dated 8/24/2018  
Class B Liquor License Application  
Basset Training Certificate  
Proof of Insurance  
Surety Bond  
Copy of Lease Agreement  
Letter from Police Department

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve the Class B Liquor License application submitted by May's Bartlett, LLC.

Staff:            Sam Hughes  
                    Management Analyst

Date:            08/24/2018

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Sam Hughes, Management Analyst  
**Date:** 8/27/2018  
**Re:** Class B Liquor License Application

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Attached for your consideration is the liquor license application submitted by May's Bartlett, LLC doing business as May's Lounge (May's) at 211 S. Main St.

May's is requesting a Class B License. The Class B allows for the retail sale of beer and wine for use and consumption on the premises from 8:00 a.m. to 1:00 a.m. Sunday through Thursday and from 8:00 a.m. to 2:00 a.m. Friday and Saturday.

As the attached memo from the police department indicated, the applicant satisfies the requirements for the license issuance.

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

## **Motion**

I move to approve the Class B Liquor License application submitted by May's Bartlett, LLC.

250 - app fee # 8282

Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103  
630-837-0800



### LIQUOR LICENSE APPLICATION

Date: July 12, 2018

Class of License: B

License Fee: \$900.00

1. Business Name: May's Bartlett, LLC (DBA May's Lounge)
2. Business Address: 211 S. Main St. Bartlett, IL 60103
3. Telephone Number: 224-588-9376
4. Contact Name: Angela Atamian
5. Email Address: angelaa@mayslounge.com
6. Registered Corporate Name: May's Bartlett, LLC
7. Date of Incorporation: 02/14/2018 State of Incorporation: Illinois
8. Retailer Occupational/Sales Tax Number: 4290-0808
9. State principal kind of business: Video Gaming Lounge
10. Description of premises or portion thereof sought to be licensed:  
1587 sft retail business location serving tapas, beer, and wine.
11. Does applicant seek a License to sell Liquor on the premises as a restaurant: Yes

If so, are premises:

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

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

What is the seating capacity of the restaurant: 17

12. Will the applicant be applying for a video gaming license for the purpose of conducting video gaming at the proposed licensed premises: YES

If yes, each license application for an initial license at a premises shall be accompanied by a set of floor and site plans prepared under the seal of an architect or engineer licensed to practice in the state. The plans shall show the dimensions of the premises, its location on and the dimensions of its site; the property lines and their relationship to the building and all parking areas located on the property; and the design and layout for determination of occupancy, including, but not limited to, exiting, seating, dining rooms, bars, game and waiting areas, proposed video gaming areas, and position of equipment and fixtures therein whether or not an application for a video gaming license has or will be submitted. The plans shall show on the face thereof a written computation of proposed occupancy limits, parking requirements and areas which will be reasonably necessary for loading and unloading. The layout of a licensed premises may not be substantially changed without submission of a new set of plans and approval by the local liquor control commissioner. The requirements of this subsection shall not apply to any applicant seeking a class C, C Extended, G, H, J, K, L or M license.

13. Does applicant own premises for which this license is sought: NO

Attach evidence that applicant is the owner of record of the premises to be licensed pursuant to this application.

14. Has applicant a lease on such premise covering the full period for which license is sought: YES

If so, give:

Name and Address of Lessor:  
Barlett Commercial, LLC ATTN: Steve Malitz

161 North Clark St. Ste 4200 Chicago, IL 60601

Period covered by lease:  
From: 3/19/2018 To: 3/19/2023

**Attach copy of signed lease**

15. Specify the value of goods, wares, and merchandise now on hand: \$15,000

16. Do you hold any other current business license issued by the Village of Bartlett: No

If so,

Type of license: \_\_\_\_\_

Address of license: \_\_\_\_\_

17. 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

18. Is the applicant engaged in the manufacture of alcoholic liquors? No

If so, at what location: \_\_\_\_\_

19. Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors? No

If so, at what location: \_\_\_\_\_

20. List any Officer, Director, Manager and any person owning directly or beneficially five (5%) percent or more of the Corporate Stock of the business.

Naim J Elias II

21. 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

If so, give,

Name: \_\_\_\_\_

Date of the offense: \_\_\_\_\_

Nature of the Offense: \_\_\_\_\_

Disposition of said conviction: \_\_\_\_\_

22. 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

If so, give,

Name: \_\_\_\_\_

Date of the offense: \_\_\_\_\_

Disposition of said conviction: \_\_\_\_\_

23. 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

If so, give,

Name: \_\_\_\_\_

Date of the offense: \_\_\_\_\_

Nature of offense: \_\_\_\_\_

Disposition of said conviction: \_\_\_\_\_

24. 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 questions 21, 22 and 23? No

If so, state particulars:

\_\_\_\_\_  
\_\_\_\_\_

25. 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

If so, give,

Name: \_\_\_\_\_

Location of premises: \_\_\_\_\_

Date of application: \_\_\_\_\_

Disposition of application: \_\_\_\_\_

26. 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

27. Has any license previously issued by Federal, State or Local Authorities to the Corporation (Applicant) or to any Officer, Manager or Director of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation been revoked? No

If so, give,

Name of licensee: \_\_\_\_\_

Date of revocation: \_\_\_\_\_

Reason: \_\_\_\_\_

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

Name of the Liquor Manager: Naim J Elias II

Residence Address: [REDACTED]

Authority conferred upon the Liquor Manager by the Corporation with relation to the operation or management of the business for which this license is sought?

Yes

Has the Liquor Manager been finger printed for the purpose of this application? No

If so,

Where: \_\_\_\_\_

When: \_\_\_\_\_

Please have the Liquor Manager(s) complete STATEMENT OF LIQUOR MANAGER CONDUCTING BUSINESS FOR CORPORATE APPLICANT, and attach as part of the application.

The following **MUST** be included with the application:

Certificate of Insurance in compliance with Section 3-3-6 of the Bartlett Liquor Control Ordinance.

Liquor License Surety Bond in the amount of \$2,000.00 in compliance with Section 3-3-5 of the Bartlett Liquor Control Ordinance.

Certificates of Completion of a State of Illinois Certified Alcohol Awareness Program for the manager, bartenders and servers for licensed premise.

Copy of the Lease or proof of ownership.

A \$250.00 non-refundable application fee for first time applicants only.

No person shall knowingly furnish false or misleading information or withhold any relevant information on any application for any license required by this chapter nor knowingly cause or suffer another to furnish or withhold such information on his behalf. No person shall knowingly furnish any false or misleading information in the investigation of any application for a license required by this chapter. No person shall willfully withhold any information that is relevant to any such investigation when called upon by any Village officials to furnish such information. The furnishing of false or misleading information or withholding any relevant information on any application for any license required by this chapter shall be grounds for denial of any such application, or if discovered after the granting of the license, shall be grounds for a fine and/or the suspension or revocation of the license.

A Licensee shall conduct the business at a licensed premises in a manner consistent with the statements and representations made on the Licensee's application before the local liquor control commissioner.

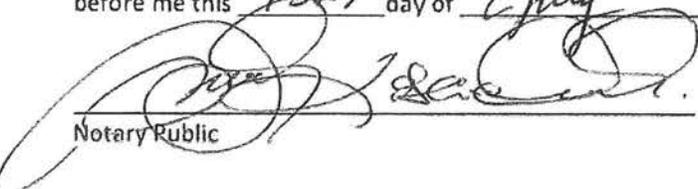
### AFFIDAVIT

Village of Bartlett  
Cook, DuPage, and Kane Counties, Illinois

The undersigned swears (or affirms) that the Corporation in whose name this application is made 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 United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

  
\_\_\_\_\_  
Signature President\*  
  
\_\_\_\_\_  
Signature Secretary

Subscribed and sworn to by NATHAN J. ELIAS II  
before me this 13<sup>th</sup> day of July 2018

  
\_\_\_\_\_  
Notary Public



\*If the signatory is someone other than the President, said signatory shall attach a copy of the Corporate resolution authorizing said signatory to sign on behalf of the Corporation.

STATEMENT OF LIQUOR MANAGER  
CONDUCTING BUSINESS FOR CORPORATE APPLICANT

1. Business Name: May's Lounge

Business Address: 211 S Main St. Bartlett, IL 60103

2. Name of Liquor Manager: Naim J Elias II

Residence Address: [REDACTED]

How long have you resided at this residence: since 2005

(If less than one year, list previous residence address)

Date of Birth: [REDACTED] Place of Birth: Park Ridge, IL

Social Security Number: [REDACTED]

Driver's License Number: [REDACTED] State: IL

Telephone Numbers:

Home: N/A

Business: 224-588-9376

Email Address: info@mayslounge.com

3. Have you been fingerprinted for the purpose of this application: No

If so,

Where: \_\_\_\_\_

When: \_\_\_\_\_

4. Have you ever been convicted of any felony under any Federal or State law in the last 10 years: No

If so, give,

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

Nature of offense: \_\_\_\_\_

Disposition of said conviction: \_\_\_\_\_

5. 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

If so, give,  
Nature of offense: \_\_\_\_\_  
Disposition of said conviction: \_\_\_\_\_

6. Have you ever been convicted of a violation of any Federal, State or Local Liquor law: No

If so, give,  
Date: \_\_\_\_\_  
Disposition of said conviction: \_\_\_\_\_

7. Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in questions, 4, 5, and 6: No

If so,  
State particulars: \_\_\_\_\_

8. Has any license previously issued to you by Federal, State or Local authorities been revoked: No

If so, give,  
Date: \_\_\_\_\_  
Reason for revocation: \_\_\_\_\_

9. In what capacity are you employed by the applicant: Owner of Business

10. Give name of person who appointed you in your present capacity:  
Name: Self: Naim J Elias II  
Date of appointment: N/A

11. List employer for past five year:  
Name: Self-Employed  
Address: \_\_\_\_\_  
Manager's name: \_\_\_\_\_  
Employment type: \_\_\_\_\_

12. List all prior experience 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:

Ownership/Management: Former Prairie State Brewing

13. List any other experience and education that you have which you believe qualifies you to act as a Liquor Manager:

Basset

14. How many hours per week will you be physically present at the premises to be licensed: as needed

15. Will the applicant be applying for a video gaming license for the purpose of conducting video gaming at the proposed licensed premises: Yes

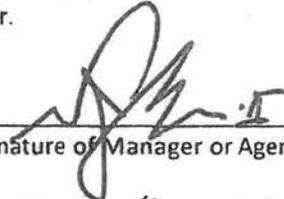
If yes, each license application for an initial license at a premises shall be accompanied by a set of floor and site plans prepared under the seal of an architect or engineer licensed to practice in the state. The plans shall show the dimensions of the premises, its location on and the dimensions of its site; the property lines and their relationship to the building and all parking areas located on the property; and the design and layout for determination of occupancy, including, but not limited to, exiting, seating, dining rooms, bars, game and waiting areas, proposed video gaming areas, and position of equipment and fixtures therein whether or not an application for a video gaming license has or will be submitted. The plans shall show on the face thereof a written computation of proposed occupancy limits, parking requirements and areas which will be reasonably necessary for loading and unloading. The layout of a licensed premises may not be substantially changed without submission of a new set of plans and approval by the local liquor control commissioner. The requirements of this subsection shall not apply to any applicant seeking a class C, C Extended, G, H, J, K, L or M license.

AFFIDAVIT

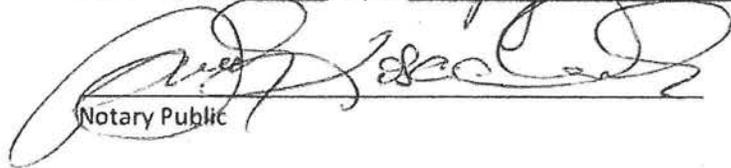
Village of Bartlett  
Counties of Cook, DuPage and Kane, Illinois

The undersigned 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.

  
\_\_\_\_\_  
Signature of Manager or Agent

Subscribed and sworn to by NAIM J. ELIAS II  
before me this 13th day of July, 2018

  
\_\_\_\_\_  
Notary Public



**CORPORATION INVESTIGATION AUTHORIZATION/RELEASE**

Each applicant, Officer, Director, Manager proposed Liquor Manager, proposed manager of the premises, and Shareholder or Stockholder owning in the aggregate more than five (5%) percent of the stock of such corporation shall complete and sign the following investigation authorization. For a corporation whose stock is publicly traded and is listed on a recognized exchange, shareholders owning in the aggregate less than 25% of the stock of such corporation, and Directors and Officer who do not have any management responsibilities of such corporation need complete this investigation authorization.

**INVESTIGATION AUTHORIZATION**

I, Naim J Elias II 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

  
\_\_\_\_\_  
Signature of Applicant

Subscribed and sworn to by NAIM J. ELIAS II  
before me this 13th day of July, 2018

  
\_\_\_\_\_  
Notary Public



RESOURCES tab to access the "BASSET Card Lookup" p

**ILLINOIS LIQUOR CONTROL COMMISSION**

100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601

**BEVERAGE ALCOHOL SELLERS AND SERVERS**

**EDUCATION AND TRAINING [BASSET] CARD**

**Date of Certification: 1/11/2018 Expires: 1/11/2021**

**Trainer's IL Liquor License Number: 5A-0105312**

**NAIM ELIAS II**

**21660 W FIELD PARKWAY, SUITE 111**

**DEER PARK IL 60010**

**\*\*Card is not transferrable\*\***



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Crissie Insurance Group 1700 Higgins Road Suite 320 Des Plaines IL 60018-4221		<b>CONTACT NAME:</b> Marlo Geist <b>PHONE (A/C No, Ext):</b> (847) 296-0655 <b>FAX (A/C, No):</b> (847) 297-7779 <b>E-MAIL ADDRESS:</b> geistm@crissieins.com	
<b>INSURED</b> May's Bartlett, LLC 21660 W. Field Parkway Deer Park IL 60010		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Underwriters at Lloyd's INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 2018-2019 LL REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			Binder #ABC255Q180713	7/18/2018	7/18/2019	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The Village of Bartlett, its local liquor commissioner, president and board of trustees, all of its elected or appointed officials, employees and any volunteer while acting on behalf of the village and the licensee are named additional insureds

**CERTIFICATE HOLDER****CANCELLATION**

Village of Bartlett 228 S. Main Street Bartlett, IL 60103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Anthony F Crissie/MG <i>Anthony F. Crissie</i>
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Bond Number 2389733

### License and Permit Bond

Not valid for Contract, Performance, Maintenance, Subdivision, Supply or Utility Guarantee Bond.  
(Valid in the states of Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Missouri, Ohio and Wisconsin only)

Principal: (Full name and address)  
May's Bartlett LLC  
211 S Main St  
Bartlett, IL 60103-4456  
Effective Date July 13, 2018

Obligee: (Principal's customer)  
Village of Bartlett  
228 S Main St  
Bartlett, IL 60103-4421  
Expiration Date July 13, 2019

**PENAL AMOUNT OF BOND**

Two Thousand Dollars \_\_\_\_\_ Dollars (\$ 2,000.00 ).

lawful money of the United States, to be paid to the said obligee, for which payment well and truly to be made we bind ourselves and our legal representative, jointly and severally

The condition of this obligation is such, that whereas, the principal has been licensed by the Obligee for:  
Liquor License Bond

NOW, THEREFORE, if said Principal shall faithfully perform all the duties and comply with the laws and ordinances, (including all amendments) pertaining to the license or permit, then this obligation shall be null and void; otherwise to remain in full force unless renewed by continuation certificate

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the Principal and at the expiration of thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later, this bond shall ipso facto terminate and the Surety shall be relieved from any liability for any subsequent acts or omissions of the Principal

Principal shall save and keep harmless the Obligee from all losses or damage which it may sustain or for which it may become liable on account of the issuance of said license and permit. The maximum liability shall not exceed the bond penalty.

Signed with our hands and sealed with our seals this, the 13th day of July, 2018

May's Bartlett LLC  
(Principal)

WEST BEND MUTUAL INSURANCE COMPANY  
  
Kevin A. Steiner, Chief Executive Officer



MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



THE SILVER LINING\*

Bond No. 2389733

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kevin A. Steiner

lawful Attorney(s) in fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Two Thousand Dollars (\$2,000.00)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating thereto and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart Secretary



Kevin A. Steiner

Chief Executive Officer/President

State of Wisconsin County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company. The corporation described in and which executed the above instrument, that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order



Juli A. Benedum

Senior Corporate Attorney Notary Public, Washington Co., WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 13th day of July 2018



Heather Dunn

Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company

LEASE

This LEASE is made and entered into as of the 19<sup>th</sup> day of March, 2018 (the "Effective Date") by Landlord and Tenant described below.

ARTICLE I  
CERTAIN DEFINITIONS AND BASIC LEASE TERMS.

1.01 Certain Definitions. As used herein:

(a) "Landlord" shall mean BARTLETT COMMERCIAL LLC, 161 North Clark St., Ste 4200, Chicago, Illinois 60601, Attn: Steven Malitz.

(b) "Tenant" shall mean MAY'S BARTLETT, LLC, an Illinois limited liability company, 21660 W. Field Parkway, Deer Park, Illinois 60010, Attn: Joseph Elias.

(c) "Premises" shall mean the premises within the Shopping Center having a "Floor Area" of approximately 1,587 square feet, and commonly known as 211 South Main Street, Bartlett, Illinois 60103. The Premises is Suite No. 211 within the Shopping Center.

(d) "Shopping Center" shall mean the real estate, including any and all improvements now or at any time located thereon, the parking lot, excluding any portion that may be taken by eminent domain, or be dedicated for public use, with common addresses of 201-41 South Main Street, Bartlett, Illinois 60103, having a Floor Area of approximately 21,000 square feet.

(e) "Lease" shall mean Articles I through IX hereof and the Exhibits referred to herein, in any, which, by such references, are hereby adopted and made a part hereof, together with any amendments, modifications, schedules, or any plans specifically referred to herein.

1.02 Other Definitions. For clarity and convenience, other terms are defined herein from time to time and, wherever used in this Lease, shall have the defined meaning so given.

1.03 Demise. Landlord hereby leases to Tenant, and Tenant accepts and takes from Landlord, the Premises under and subject to the terms, conditions and covenants contained in the Lease and any renewals or extensions thereof.

1.04 Lease Term. The Lease Term shall be the period commencing on the Effective Date and continuing thereafter, unless sooner terminated or extended by Tenant and Landlord as in this Lease provided, until and including the sixtieth (60<sup>th</sup>) month following the Rent Commencement Date, or as otherwise extended (the "Termination Date"). Tenant shall have the option to renew this Lease for two (2) additional five (5) year terms (each, an "Option Period"), pursuant to all of the terms, covenants, and conditions of this Lease. If Tenant chooses to exercise the Option Period, Tenant must provide written notice to Landlord no later than One Hundred and Eighty (180) days prior to the Termination Date, and only provided that at the time the notice is given and at the time the Option Period commences, Tenant is open and operating the Premises and is not in default hereunder.

1.05 Rents. Tenant agrees to pay to Landlord for possession and use of the Premises, without right of offset or deduction for any reason, the following rents, (collectively "Rent"):

Base Rent. Rent shall abate until one hundred fifty (150) days after the date that Tenant has received all permits and governmental approvals necessary to begin to construct and operate the business in the Premises. Notwithstanding the above, Rent shall commence no later than Two Hundred Ten (210) days after the Effective Date (the "**Rent Commencement Date**"). Tenant shall pay "Base Rent" at the rate of the Rent Schedule below, in advance monthly installments on the first day of each calendar month during the Lease Term.

Tenant Approvals. Due to the nature of Tenant's business to meet certain criteria prior to the issuance of operating license for liquor and gaming by certain state and municipal overseeing agencies, upon failure to obtain those state and municipal necessary licenses, despite diligent efforts to do so, Tenant may terminate this Lease at any time prior to July 1, 2018 in which event this Lease shall be void and of no further force and effect and Tenant's shall receive back its security deposit. If Tenant does not provide notice prior to July 1, 2018, this paragraph shall be void and of no further force and effect.

<u>Period</u>	<u>Monthly Base Rent</u>
Effective Date - Rent Commencement Date	\$0
Lease Year 1	\$1,983.75
Lease Year 2	\$2,043.26
Lease Year 3	\$2,104.56
Lease Year 4	\$2,167.70
Lease Year 5	\$2,232.73
Option Periods - 3% annual increases	

1.06 Additional Rent. Beginning on the Rent Commencement Date, Tenant agrees to pay to Landlord for possession and use of the Premises, without right of offset or deduction for any reason, the following expenses which include, but are not limited to, Tenant's pro-rata share of all real estate taxes, insurance premiums, utility charges if in the common area, maintenance, repair and replacement expenses of the common area, property management fees, expenses relating to compliance with laws, and all other costs, fees, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Shopping Center or the Premises which may arise or become due during the term of this Lease and shall be paid or discharged by Tenant as additional rent (all such items being sometimes hereinafter collectively referred to as "Additional Rent"). Tenant's Additional Rent is currently estimated to be \$8.45

per square foot of rentable space. On the first day of each month, Tenant shall pay to Landlord as Additional Rent, together with Tenant's monthly installment of Base Rent, a sum equal to one-twelfth (1/12) of Landlord's reasonable estimate of Tenant's proportionate share of Additional Rent for the calendar year in which such payment becomes due. Within one hundred twenty (120) days after the end of each calendar year, Landlord shall notify Tenant in writing of its actual expenses for the Additional Rent Items for such calendar year, provided that Landlord's failure to notify Tenant within said time period shall not affect Tenant's obligation to pay Additional Rent Items as set forth herein. In the event that Tenant shall have paid to Landlord as Additional Rent an amount less than its share of Additional Rent for such calendar year, Tenant shall remit to Landlord such deficiency within thirty (30) days after receipt of Landlord's invoice therefor. In the event that the Tenant has paid an amount greater than its share of Additional Rent, said excess shall be applied towards Tenant's obligation for Additional Rent for the next calendar year, except that if the overpayment occurs during the final year of the Lease Term, Landlord shall remit such excess to Tenant within thirty (30) days of the termination of the Lease. Notwithstanding the above, Tenant's Additional Rent shall not exceed (on an annual basis) One Hundred Three percent (103%) of the Additional Rent paid by Tenant the previous year. The above limitation on annual increases does not apply to snow removal and landscaping services, utilities, insurance, real estate taxes or costs to protest such taxes, expenses related to the security of the Shopping Center, or any costs outside the reasonable control of Landlord.

1.07 All payments of Base Rent and Additional Rent shall be payable without previous demand therefor and without any right of setoff or deduction whatsoever, and in case of nonpayment of any item of Additional Rent by Tenant when the same is due, Landlord shall have, in addition to all its other rights and remedies, all of the rights and remedies available to Landlord under the provisions of this Lease or by law in the case of nonpayment of Base Rent. (Base Rent and Additional Rent may be collectively referred to as "Rent").

1.08 Use of the Premises. Tenant shall use the Premises for the following purposes, all of which must be run in the same manner as Tenant's other stores in the Chicago metro area: (i) a luxury establishment serving gourmet tapas, craft beer and wine (for on Premises consumption only), but excluding hamburgers and pizza due to another tenant exclusive; and (ii) the operation of gaming terminals each such use subject to and accordance in with all applicable provisions of the Lease. No other uses are permitted without the written approval of Landlord. Gaming terminals are generally an electronic video game machine that upon insertion of cash, is available to players to simulate the play of a video game, utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. Landlord shall not lease any other space in the Shopping Center to a tenant that will have gaming terminals as its primary use (the "Exclusive Use"). Tenant acknowledges that the other tenants in the Shopping Center may, and in fact do, have video gaming terminals in their spaces.

1.09 Security Deposit. On the Effective Date, Tenant shall deposit with Landlord security for the full and faithful performance of every provision of this Lease to be performed by Tenant in the amount of \$3,000.00. If Tenant defaults with respect to any provision of this Lease, Landlord may use all or any part of this security deposit for the payment of any Rent and any other sum due or in default under this Lease, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default under this Lease, or to compensate Landlord for any loss or damage which Landlord may suffer by reason of Tenant's

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default under this Lease. If any portion of such deposit is so used, Tenant shall within fifteen (15) business days after delivery of written demand therefore deposit funds with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall constitute a default hereunder. Landlord shall not be required to keep this security deposit separate from its general funds and Tenant shall not be entitled to interest on such deposit. The security deposit shall not be deemed an advance payment of Rent or a measure of damages for any default by Tenant under this Lease, and the security deposit shall not be a bar or a defense to any action that Landlord may commence against Tenant.

## ARTICLE II SHOPPING CENTER.

2.01 Shopping Center. Landlord reserves the right to change the size and dimensions of the Shopping Center, including the number and location of buildings, building dimensions, the number of floors in any of the buildings, store dimensions, identity and type of other stores and tenancies, and the Common Areas.

## ARTICLE III PREPARATION AND CONDITION OF PREMISES, POSSESSION AND RETURN.

3.01 Condition of Premises. Landlord shall turn over possession of the Premises to Tenant within three (3) days of Tenant providing written notice to Landlord that it has received all governmental approvals required to construct, install and operate the Premises (the "Possession Date") in its "As Is, Where Is" condition.

Tenant shall, at its sole cost and expense, maintain and repair the improvements in the Premises, except for those items required to be maintained by Landlord herein. Tenant's obligation shall include, without limitation, maintenance, repair and replacement of exterior entrances, window frames and all glass in show windows, molding, partitions, doors, door frames and checks, fixtures, equipment and appurtenances and all heating, ventilating and air conditioning equipment, lighting and plumbing fixtures and furnishings, floors and floor coverings, walls, ceilings, doorways, and all other things installed in the Premises, so that the Premises shall at all times be in the same condition as when originally installed, subject to ordinary wear and tear. For purposes hereof, the term "repairs" shall include replacements, renewals, alterations, additions and improvements. All repairs made by Tenant shall consist of material and workmanship of comparable quality to the original condition of the repaired or replaced item. For the heating, ventilating, and air conditioning equipment, Tenant shall hire a contractor, reasonably acceptable to Landlord, to maintain such equipment no less than twice per year. Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings and conditions of Tenant to be performed hereunder. Notwithstanding the above, Landlord shall warrant the heating, ventilating, and air conditioning equipment during the first 12 months following the Possession Date.

Tenant shall, throughout the Lease Term, at its sole cost and expense, comply and cause the Premises to comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments or other governmental or quasi-governmental authorities having jurisdiction over the Premises, including the Illinois

Environmental Protection Agency and appropriate departments, commissions, boards, and officers thereof. Tenant shall also observe and comply with the requirements of all policies of public liability, fire and other contracts of insurance at any time in force with respect to the building and improvements on the Premises and the fixtures and equipment thereof.

Tenant shall pay all connection ("tap-on") charges with respect to the utilities. Tenant shall pay all metered charges directly to the applicable utility as of the Possession Date including but not limited to water, sewer, electricity, and gas. Tenant shall pay for its water use directly to Landlord. In the event that Tenant shall not pay all charges, then Landlord shall have the right, but not the obligation, to pay such charges, and the amount so expended by Landlord shall be due from Tenant on demand and shall be deemed Additional Rent due hereunder. In the event any utility cannot be separately metered, Tenant shall pay its share of such utility charge as reasonably determined by Landlord.

EXCEPT AS OTHERWISE SET FORTH HEREIN, TENANT ACKNOWLEDGES AND UNDERSTANDS THAT LANDLORD IS LEASING THE PREMISES TO TENANT "AS IS," WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR HABITABILITY.

Tenant shall be responsible for maintaining, cleaning and shoveling the sidewalk outside of the Premises, and the maintenance and cleaning of the awning outside of the Premises

3.02 Improvements. The improvements placed in or upon the Premises by Tenant shall be Landlord's property, and unless the Landlord requests that said improvements not be removed, Tenant shall remove same and restore the Premises to a "vanilla box", or the same condition as when delivered to Tenant on the Possession Date, at the termination of this Lease. If Landlord requests that said improvements remain on the Premises, then same shall remain upon the Premises at the termination of this Lease by lapse of time or otherwise, without compensation, allowance or credit to the Tenant. The Tenant shall remove the Tenant's furniture, machinery, trade fixtures and other items of personal property of every kind and description from the Premises prior to expiration or termination of the Lease Term. If Tenant does not remove said additions, hardware, non-trade fixtures and improvements, the Landlord may remove and dispose of same and the Tenant shall pay the reasonable cost of such removal and disposal to the Landlord upon demand together with interest thereon at the annual rate of twelve percent (12%).

3.03 Use of Roof. The roof above the Premises is not part of the Premises and is exclusively reserved to Landlord, and Tenant shall not go on the roof nor install any antennae, satellite dish or other improvements on the roof nor penetrate the roof in any manner without Landlord's prior written consent.

3.04 Tenant's Work. Tenant shall prepare plans and specifications of Tenant's Work and submit same to Landlord within a time frame allowing for a reasonable time for the Landlord's review, approval and resubmittals by Tenant. Such plans shall be consistent with Tenant's other stores in the Chicago metro area. For any construction work performed by or for Tenant, certificates of liability insurance in reasonable amounts, protecting and holding Landlord

and its property manager (as additional named insureds) harmless in connection with such work, shall be obtained by Tenant at Tenant's sole cost and expense, and the original of such certificates of liability insurance, together with a copy of the policy of insurance relating thereto (when available), shall be delivered to Landlord before the commencement of such work. Prior to the commencement of such work, Tenant shall furnish to Landlord a firm contract, or series of contracts, relating to the doing of the work and for the providing of labor and materials included with such repairs, remodeling and improvements, from a contractor or series of contractors for Landlord's approval. The contractor shall clean the work area daily, install appropriate policing and safety measures in all public areas, including, without limitation the exterior of the building and to be responsible for the proper conduct of all employees of the contractor. All work shall be conducted so as not to interfere with the other tenants, licensees and other occupants or users of the building. Landlord shall have the right to stop work if Landlord determines that Tenant's Work is unreasonably interfering with other tenants, licensees and other occupants or users of the building. Tenant hereby agrees to indemnify and save Landlord harmless from and against any and all liens that may be filed against Landlord's property or title as a result of such work.

Tenant warrants that all work shall be done in a good and workmanlike manner, pursuant to the aforesaid plans and specifications, and in compliance with the building and zoning laws and other laws, ordinances, orders, rules, regulations and requirements of all state, federal and municipal governments, and the appropriate departments, commissions, boards and officers thereof. All of Tenant's contractors and subcontractors of its contractors shall carry public liability insurance with at least \$1,000,000 single limit broad form coverage and worker's compensation insurance, and each such insurance policy shall name Landlord and its agents as additional named insureds. Each such contractor and subcontractor shall submit to Landlord proof of such insurance before they may begin work on the Premises and Landlord shall be an additional named insured. If any lien or charge for the payment of money owed by Tenant shall be filed against the Premises or any improvements thereon or against Landlord, or if any form of security agreement shall be filed with respect to equipment or materials used in the construction or alteration of any such improvement, which creates a lien or other charge upon or otherwise adversely affect Landlord's interest in the Premises, then Tenant shall, at its own cost and expense, cause the same to be canceled or discharged by bond deposited within a title company within twenty-one (21) days after notice of filing thereof, or deliver to Landlord within said 21 day period an amount of money equal to one hundred fifty percent (150%) of said lien amount, to be held by Landlord as security for payment of said lien. Should Tenant fail to furnish such security or pay any such lien or charge or other cost or expense in connection with the Premises or any improvements thereon, Landlord may, at its option and in addition to any other remedy hereunder, pay the same, in which event the amount of any such payment shall become immediately due and payable by Tenant to Landlord as Additional Rent hereunder, with interest thereon from the date of payment by Landlord to the date Tenant pays such amount to Landlord, at an annual rate of twelve percent (12%).

#### ARTICLE IV COMMON AREAS AND FACILITIES.

4.01 Common Areas and Facilities. Landlord shall make available, from time to time, such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate (herein referred to as the "Common Areas"). Landlord shall

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operate, manage, equip, light, insure, repair and maintain the Common Areas for their intended purposes in such manner as Landlord shall, in its sole discretion, determine and may, from time to time, change, the size, location and nature of any Common Areas, and Landlord shall not be subject to liability therefore, nor shall Tenant be entitled to any compensation, or diminution or abatement of rent, nor shall any such action be deemed an actual or constructive eviction of Tenant.

ARTICLE V  
LANDLORD'S ADDITIONAL COVENANTS.

5.01 Repairs by Landlord. Landlord shall keep the parking lot and driveways, foundation and roof of the Premises and Shopping Center in good order, repair and condition, unless any necessary work is required because of damage caused by any act, omission or negligence of Tenant or its employees, invitees, customers, agents or contractors. Landlord shall not be required to commence any such repair until five (5) business days after written notice from Tenant that the same is necessary. Landlord shall repair emergency situations without delay. The provisions of this paragraph shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which events the obligations of Landlord shall be controlled by Article VII. Except as provided in Article V and Article VII of this Lease, Landlord shall not be obligated to make repairs, replacements or improvements of any kind upon the Premises, or to any equipment, facilities or fixtures contained therein.

ARTICLE VI  
TENANT'S ADDITIONAL COVENANTS.

6.01 Affirmative Covenants. Tenant covenants, at its expense, at all times during the Lease Term:

(a) To perform promptly all of the obligations of Tenant as set forth in this Lease, including, but not limited to, the obligation to pay when due all rent and all charges, rates and other sums that, by the terms of this Lease, are to be paid by Tenant. Payment of all such amounts shall be made to:

Bartlett Commercial LLC  
c/o Horizon Realty Services  
1130 Lake Cook Road, Suite 280  
Buffalo Grove, IL 60089

or to such persons at such other places as Landlord may designate in written notice to Tenant from time to time. Tenant will make such payment by ACH or electronic transfer if possible.

(b) To permit Landlord, Landlord's mortgagee and their respective agents, to enter the Premises at reasonable times for the purpose of inspecting the same, of making repairs, additions or alterations thereto or to the building in which the same are located, and of showing the Premises to prospective purchasers, lenders and tenants.

(c) That all of the rights and interests of Tenant under this Lease are subject

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and subordinate to the lien of any first or second mortgage now existing or hereafter placed upon the Shopping Center, in each case without any necessity of further action by the mortgagee or trustee under any such mortgage, Landlord or Tenant and without any obligation of any such mortgagee to recognize this Lease or Tenant in the event of foreclosure. Any mortgagee may, in the alternative, elect to give some or all of the rights and interest of Tenant under this Lease priority over the lien of its mortgage. The election of such mortgagee shall be binding upon Tenant whether this Lease is dated prior or subsequent to the date of said mortgage. Tenant shall execute and deliver whatever instruments may reasonably be required for such purposes. At Tenant's request, Landlord will use commercially reasonable efforts to obtain a Subordination and Non-Disturbance Agreement from its lender.

(d) Not to load, unload or park any truck or other delivery vehicle in any area of the Shopping Center except that designated for such purposes or to unreasonably interfere with the flow of traffic at the Shopping Center.

(e) Not to injure, overload, deface or otherwise harm the Premises or Shopping Center.

(f) Not to commit any nuisance or unreasonably annoy owners or occupants of neighboring property or other tenants in the Shopping Center.

(g) Not to permit any unreasonable odors to emanate from the Premises or any improvement thereon.

(h) Not to use the Premises for any extra-hazardous purpose, including but not limited to, any type of explosive device, or in any manner that will suspend, void or make inoperative any liability policy or policies of insurance of the kind generally in use in the state at any time carried on any improvement within the Shopping Center.

(i) Not to sell, distribute or give away any product which tends to create a nuisance.

(j) Not to make any use of the Premises which is improper, offensive or contrary to any law or ordinance or any regulation of any governmental authority.

(k) Not to conduct or permit any going-out-of-business, bankruptcy, fire, or auction sales on the Premises.

(l) Not to use any advertising medium such as hand bills, flashing lights, searchlights, loud speakers, phonographs, sound amplifiers or radio or television receiving equipment in a manner to be seen or heard outside the building on the Premises in a manner commercially unreasonable in Landlord's reasonable discretion.

(m) To follow the Shopping Center Rules and Regulations set forth on Exhibit A. Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Shopping Center, provided that such changes are applicable to all tenants of the Shopping Center.

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(n) To pay for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises or in or on the Building or Shopping Center.

ARTICLE VII  
DAMAGE, DESTRUCTION AND EMINENT DOMAIN.

7.01 Fire, Explosion or Other Casualty. In the event the Premises are damaged by fire, explosion or any other casualty to an extent which is less than 50 percent of the cost of replacement of the Premises, as determined by Landlord, the damage shall be repaired promptly by Landlord at Landlord's expense, provided that Landlord shall not be obligated so to repair the Premises if such fire, explosion or other casualty is caused, directly or indirectly, by the negligence of Tenant, its agents, customers, contractors, or employees or if insurance does not pay for the repair. In the event (a) the Premises shall be damaged to the extent of 50 percent or more of the cost of replacement, (b) all buildings (taken in aggregate) in the Shopping Center shall be damaged to the extent of more than 25 percent of the cost of replacement, or (c) insurance doesn't cover the cost of the repair, Landlord may elect to terminate this Lease upon giving written notice of such election to terminate to Tenant within 90 days after the occurrence of the event causing the damage, and, if Landlord does not so terminate, Landlord shall promptly repair the Premises and Shopping Center on the terms described above. Tenant acknowledges and agrees that Rent and other charges owing hereunder shall not abate because of any fire, explosion or other casualty affecting all or any part of the Premises caused by Tenant, its agents, customers, contractors, or employees.

7.02 Eminent Domain. If the whole of the Premises shall be taken by any public authority under the power of eminent domain, the Lease Term shall cease as of the day possession shall be taken by such public authority, and Tenant shall pay rent up to that date. If part, but not all, of the Floor Area of the Premises shall be so taken, the Lease Term shall cease only on the part so taken as of the day possession shall be so taken by such public authority, and Tenant shall pay rent up to that day, and thereafter the Base Rent shall be adjusted equitably. Landlord shall at its expense make all necessary repairs or alterations to the basic building and exterior thereof so as to constitute the remaining premises a complete architectural unit. If more than 25 percent of the building in which the Premises are located, or more than 25 percent of the aggregate of all the buildings in the Shopping Center, shall be taken under the power of eminent domain, Landlord may, by notice in writing to Tenant, given on or before the day of surrendering possession to the public authority, terminate this Lease, and rent shall be paid or refunded as of the date of termination. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Premises, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises or otherwise, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation. Notwithstanding the above, Tenant may make a claim to the public authority for its loss of personal property and improvements he placed in the Premises.

ARTICLE VIII  
DEFAULTS BY TENANT AND REMEDIES.

8.01 Defaults By Tenant. Landlord may, at its option, terminate this Lease if any default by Tenant continues after written notice, in case of non-payment of rent or any other payment provided to be made hereunder for more than 5 days, or in case of any other default that Tenant does not cure within 20 days, unless such default cannot be cured within 20 days, Tenant shall not be in default so long as Tenant has taken steps to cure such default within such 20 day period and uses its best efforts to reasonably cure such default within a reasonable period of time but in no event greater than 90 days; or if Tenant makes any assignment for the benefit of creditors, commits any act of bankruptcy, or files a petition under any bankruptcy or insolvency law; or if such a petition is filed against Tenant and is not dismissed within 30 days; or if a receiver or similar officer becomes entitled to this leasehold; or if Tenant's interest in this Lease is taken on execution or other process of law in any action against Tenant. Upon such termination of this Lease, Landlord may re-enter the Premises and remove all persons, fixtures, and chattels therefrom, and Landlord shall not be liable for any damages resulting therefrom. Upon the happening of any of the above-mentioned events, Landlord may repossess the Premises without demand or notice of any kind to Tenant (except as hereinabove expressly provided for or in compliance with laws) and without terminating this Lease, in which event Landlord may, but shall be under no obligation to, relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Premises for a term or for a Rent greater or lesser than that remaining under the Lease Term, and the right to relet the Premises as a part of the larger area, and the right to change the character or use made of the Premises). Landlord may, for the purpose of such reletting, decorate and make any repairs, changes, alterations and additions in or to the Premises that it may deem necessary or convenient. Alternatively, in the event of any default by Tenant as set forth above, Landlord may choose to seek from Tenant and if so Tenant shall pay to Landlord, on demand a sum equal to the amount of the Rent provided herein to be paid by Tenant through the Termination Date or as extended by the Option Period.

8.02 Effect of Waivers of Default. No consent or waiver, expressed or implied, by Landlord to, or of any breach of, any covenant, condition or duty of Tenant shall be construed as a consent or waiver to, or of any other breach of, the same or any other covenant, condition or duty.

8.03 Landlord's Right To Cure Defaults. Landlord may, but shall not be obligated to, cure at any time, by providing written notice, any default by Tenant under this Lease and, whenever Landlord so elects, all costs and expenses thereby incurred by Landlord, including, without limitation, attorneys' fees, expenses and costs, together with interest on the amount of costs and expenses so incurred at the rate of 10 percent (10%) per year.

#### ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Mutual Waiver of Subrogation Rights. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the Premises or the building in which the Premises are located, and (b) such party is then covered, in whole or in part, by insurance with respect to such loss, cost, damage or expenses, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of

any amount recovered by reason of such insurance, and waives any right of subrogation which might otherwise exist in, or accrue to, any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the fire, explosion or other casualty is caused, directly or indirectly, by the negligence of Tenant, its agents, customers, contractors or employees, or the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided, that in the case of increased cost, the other party shall have the right, within 30 days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect). In any case where the fire, explosion or other casualty is caused, directly or indirectly, by the negligence of Tenant, its agents, customers, contractors or employees, Tenant shall also pay for Landlord's insurance deductible.

9.02 Notices From One Party To The Other. All notices, demands and requests required or permitted under this Lease shall be in writing. All notices, demands and requests shall be deemed to have been properly given when served personally, by a reputable overnight delivery carrier or deposited in a Post Office or branch Post Office regularly maintained by the United States Government, Certified Mail - Return Receipt Requested - with postage prepaid; addressed to:

Landlord at the address appearing in Section 1.01(a) with a copy to:

David S. Horwitch  
Shaw Fishman Glantz & Towbin LLC  
321 N. Clark, Suite 800  
Chicago, IL 60654

and addressed to Tenant at the address of Tenant as stated in Section 1.01(b), with a copy to:

Nicole S. Arnold  
Kelleher & Buckley, LLC  
102 S. Wynstone Park Drive  
North Barrington, Illinois 60010

9.03 Relationship of the Parties: Gender. Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the neuter gender shall include the masculine and feminine genders.

9.04 Estoppels Certificates. At any time and from time to time, Tenant agrees, upon request from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing, within ten days of the request, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications that the same is in full force and effect as modified and stating the modifications), the dates to which the Base Rent and other charges have been paid,

and any other factual data relating to this Lease or the Premises which Landlord may reasonably request.

9.05 Recordation. Tenant agrees not to record this Lease or any form thereof.

9.06 Late Fees and Interest on Unpaid Amounts. All amounts owed by Tenant to Landlord hereunder shall be deemed to be Additional Rent and shall, unless otherwise provided herein, be paid within 10 days from the date Landlord renders statements of accounts thereof. All amounts (including Base Rent) more than ten (10) days late shall bear interest from the date due until the date paid at the rate of 8% per year until paid and include a \$250.00 late fee.

9.07 Applicable Law and Construction. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several Articles and Sections contained herein are for convenience only and do not define, limit or construe the contents of such Articles or Sections.

9.08 Broker. Landlord and Tenant each warrant and represent to the other that it has not dealt with any broker except Horizon Realty Services, Inc. Landlord and Tenant each agree to indemnify, defend and hold the other harmless with respect to any claim of liability asserted against the indemnified party arising from the indemnifying party's alleged business relationship with any other broker. Landlord shall pay all broker's fees due in connection with the execution of this Lease.

9.09 Execution of Lease by Landlord and Tenant. Except as stated in this Lease, no employee or agent of Landlord or of Landlord's broker, if any, has the authority to make or execute a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon execution and delivery by Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord, or of Landlord's broker, if any, shall alter, change or modify any of the provisions hereof.

9.10 Binding Effect of Lease Assignment. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder arising after the date of such assignment. Tenant shall not assign its interest or obligations under this Lease without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed. Any proposed assignment by Tenant shall be accompanied with a written request and a \$1,000 administrative fee.

9.11 Counterparts. This Lease may be executed in one or more counterparts, but all such counterparts shall be one and the same single instrument. Facsimile or electronic signatures shall have the same force and effect as an original.

9.12 No Personal Liability. It is expressly understood and agreed that Tenant shall look solely to Landlord's corporate estate and interest in the Shopping Center or the proceeds thereof for the satisfaction of any right of Tenant for the collection of a judgment or other judicial or arbitration process against Landlord or its beneficiaries, managers, members, directors, officers, employees, partners, contractors, or agents, and no other property of Landlord or its beneficiaries, managers, members, directors, officers, employees, partners, contractors, or agents shall be subject to levy, lien, execution or attachment for satisfaction of Tenant's rights or remedies hereunder and none of Landlord or its beneficiaries, managers, members or agents shall have any personal liability to Tenant hereunder or for any matters arising out of this Lease or Tenant's occupancy in the Premises.

9.13 Signage. Tenant shall have the right, at its cost, to place such signs visible from the front exterior of the Premises on Main Street compliance with the code of the Village of Bartlett and with the written consent of Landlord, such consent shall not be unreasonably withheld.

9.14 Holdover. If, after the termination of the Lease Term, by lapse of time or otherwise, Tenant retains possession of the Premises or any part thereof, Tenant, at Landlord's option, shall become a tenant from month-to-month, and shall pay to Landlord Rent at 200% the rate payable for the year immediately preceding such holding over computed on a monthly basis (without reduction for any partial month or for abatements, if any) from the time Tenant thus remains in possession and, in addition, Tenant shall pay Landlord all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession of the Premises. As a month-to-month tenant, Tenant shall be subject to all the terms, conditions, covenants and agreements of this Lease, except that the Monthly Rent due during such month-to-month tenancy shall be the Rent specified in the first sentence of this Section, any options or expansion rights shall not apply, and Landlord may terminate such month-to-month tenancy by service of notice to Tenant as provided by statute. Any such holdover shall not constitute an extension of this Lease. The provisions of this Section do not waive Landlord's right of re-entry or right to regain possession with or without actions at law or in equity or by any other rights hereunder upon the termination of the Lease Term of this Lease, whether due to the lapse of time or otherwise.

9.15 Hazardous Substances And Materials. During the term of this Lease, Tenant shall not suffer, allow, permit or cause the generation, accumulation, storage, possession, release or threat of release of "hazardous substances," "pollutants," "hazardous waste" or "toxic materials" as those terms are used in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 O.K. § 9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 52 U.S.C. Sections 9601 et seq., as amended, the Toxic Substance Control Act (or any regulations promulgated under the foregoing) or any other present or future federal, state or local law, ordinance, rule or regulation (including but not limited to the Illinois Environmental Protection Act (IEPA)), including extremely flammable substances, explosives, radioactive materials and petroleum/petroleum products (collectively, "Hazardous Substances"); provided, however, that the foregoing prohibition shall not be applicable to

{000 LSE A0499906.DOC 4}

normal and reasonable amounts of cleaning and pest control supplies reasonably necessary for maintenance of the Premises so long as such materials are properly, safely and lawfully stored and used by Tenant and the quantity of the same does not equal or exceed a "reportable quantity" as defined under CERCLA.

9.16 Insurance. Tenant shall procure and maintain at its own cost, occurrence based policies of commercial general liability insurance providing bodily injury, personal injury and property damage coverages with contractual liability coverage for the agreements of indemnity provided for under this Lease with such limits as may be reasonably requested by Landlord from time to time, which as of the date hereof shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate limit of coverage (which limit shall apply only to claims arising out of this Lease and Tenant's activities at or about the Premises) insuring Tenant from all claims, demands or actions for injury to or death of any person or persons and for damage to property made by, or on behalf of, any person or persons, firm or corporations, arising from, related to or connected with the Premises. Landlord and its property manager must be a named additional insured on all policies, with a waiver of subrogation.

9.17 WAIVER OF TRIAL BY JURY. TENANT AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS LEASE.

9.18 Indemnification. Tenant agrees to indemnify, defend and save Landlord harmless against and from any and all claims by or on behalf of any person or entity, arising from the conduct or management of the business conducted on the Premises or from any work or thing done by or on behalf of Tenant or by its subtenants, agents, employees, contractors, officers, directors, licensees, sublicensees or invitees on or about the Premises and/or the Shopping Center, and will further indemnify and save Landlord harmless against and from any and all claims arising during or after the Lease Term from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or arising from any act of negligence or willful misconduct of Tenant, or any of its subtenants, agents, contractors, employees, officers, directors, licensees or sublicensees, and from and against all costs, counsel fees, expenses and liabilities arising from any such claim or action or proceeding brought thereon. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon request of Landlord, shall defend such action or proceeding by counsel reasonably satisfactory to Landlord. This indemnification provision shall survive the expiration or other termination of this Lease.

9.19 Attorneys' Fees. In the event that Landlord and Tenant become involved in any proceeding to enforce this Lease or the rights, duties or obligations hereunder, the prevailing party in such proceeding shall be entitled to receive, as part of any award, reasonable attorney's fees and costs incurred.

9.20 Quiet Enjoyment. Landlord covenants that Tenant, upon paying all Rent and performing all covenants and agreements on its part to be performed, shall have quiet enjoyment and possession of the Premises during the Term, as extended, without hindrance or interruption

by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

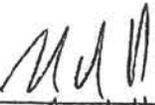
9.21 Mixed Use Development. It is hereby understood and agreed that the Shopping Center is part of a mixed use development consisting of both a retail use and a residential use (the "Residential Parcel") within the same building. Accordingly, Tenant shall not act or fail to act in any way that could interfere with, annoy or adversely affect the residents of the Residential Parcel or create a nuisance within the building of which the Shopping Center is a part. In furtherance of the foregoing, Tenant is prohibited from attaching any noise or vibration generating equipment or apparatus directly to the underside of the structural components or concrete plank that demises the Premises from the residential component of the Building. The Residential Parcel shall be excluded from the definition of the Shopping Center.

9.22 Termination Option. If at any time during the Term or any Option Period, the State of Illinois or other governmental entity having jurisdiction over the Premises modifies its laws in that Tenant may not operate its gaming terminals in the Premises, then Tenant may close its business and pay three (3) months of Rent along with Landlord's unamortized costs of commissions and any other costs or improvements at the time of the closing of the business.

[EXECUTIONS ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto executed this Lease as their respective free and voluntary act, as of the date first above set forth.

**LANDLORD:**  
BARTLETT COMMERCIAL LLC,  
an Illinois limited liability company

By:   
Name: David Horvitch  
Its: Manager

**TENANT:**  
MAY'S BARTLETT, LLC,  
an Illinois limited liability company

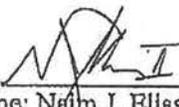
By:   
Name: Naim J. Elias, II  
Its: Manager

EXHIBIT A

SHOPPING CENTER RULES AND REGULATIONS

The following rules and regulations shall apply to Tenant's use of the Premises and the Shopping Center, and the appurtenances thereto:

1. The Common Area shall not be obstructed by Tenant or used for purposes other than parking, ingress and egress to and from the Premises and for going from one to another part of the Shopping Center.
2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees or invitees, shall be paid by Tenant.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Shopping Center without the prior written consent of Landlord. No nails, hooks or screws shall be driven or inserted in any exterior part of the Shopping Center.
4. Tenant shall not make or permit any vibration or improper, objectionable or unpleasant noises or odors in the Shopping Center or otherwise interfere in any way with other tenants or persons having business with them.
5. No machinery of any kind (other than normal office, store or restaurant equipment) shall be operated by Tenant without Landlord's prior written consent, nor shall Tenant use or keep in the Shopping Center any flammable or explosive fluid or substance.
6. Landlord will not be responsible for lost or stolen personal property, money or jewelry from a tenant's premises or public or common areas.
7. No vending or dispensing machines of any kind may be maintained in any leased premises without the prior written permission of Landlord.
8. Tenant shall not conduct any activity on or about the Premises or Shopping Center which will draw pickets, demonstrators, or the like.
9. All vehicles are to be currently licensed, in good operating condition, parked for business purposes having to do with Tenant's business operated in the Premises, parked within parking spaces designated by Landlord from time to time, one vehicle to each space. No vehicle shall be parked as a "billboard" vehicle in the parking lot.
10. No tenant may enter into phone rooms, electrical rooms, mechanical rooms, or other service areas of the Shopping Center unless accompanied by Landlord or the property manager.
11. Tenant will not permit any of its customers or agents to bring onto the Shopping Center any handgun, firearm or other weapons of any kind, illegal drugs or, unless expressly permitted by Landlord in writing, alcoholic beverages.

**POLICE DEPARTMENT MEMORANDUM  
18-55**

**DATE:** July 31, 2018  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Patrick B. Ullrich, Chief of Police   
**RE:** Liquor License Applicant

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

Naim J. Elias

Business: May's Lounge

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

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

PBU/hma

cc: Diane Czerwinski  
File