

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**MARCH 21, 2023**  
**7:00 P.M.**

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **\*CONSENT AGENDA\***

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

\*6. **MINUTES:** Board Minutes–March 7, 2023

\*7. **BILL LIST:** March 21, 2023

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

9. **PRESIDENT'S REPORT:**

- A. Recognitions for Bike and Run Plan Advisory Committee and Economic Development Committee
- B. Best Burger in Bartlett Competition Winner

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. None

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

- 1. None

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

- \*1. Resolution Approving of Disbursement Request for Payout No. 5 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

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

- 1. None

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

- \*1. Emergency Operations Plan Update

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

- 1. Resolution Awarding Contract and Approving the Contract Agreement Between Boller Construction Co., Inc. and the Village of Bartlett for the Stearns Road Pump Station Modifications
- \*2. Resolution Approving of the Contract for the Biosolids Disposal Service Agreement Between the Village of Bartlett and Synagro Central, LLC.
- \*3. Resolution Approving the Construction Engineering Services Agreement with Christopher B. Burke Engineering, Ltd.

13. **NEW BUSINESS**

- A. MMR10, Inc. DBA Yummy Poke Class B Liquor License Request

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

15. **ADJOURNMENT**



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1. CALL TO ORDER

President Wallace called the regular meeting of March 7, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:06 p.m.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Economic Development Coordinator Tony Fradin, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Asst. Finance Director Matt Coulter, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning and Development Director Kristy Stone, Head Golf Professional Phil Lenz, Grounds Superintendent Matt Giermak, Food & Beverage Manager Paul Peterson, Police Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Deputy Chief Will Naydenoff and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Jim DiPalma from Encounter 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.

There were no additions or subtractions to the Consent Agenda.

President Wallace then recited each item that was on the Consent Agenda, including the nature of the matters being considered and other information to inform the public of



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matters being voted upon. He then stated that he would entertain a motion to Approve the Consent Agenda, and the items designated to be approved by consent therein.

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

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

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT

President Wallace stated that with the advice and consent of the Village Board, he appoints Jay Doherty to serve a 2-year term on the Bike and Run Plan Advisory Committee beginning March 21, 2023 and expiring March 21, 2025.

Trustee Deyne moved to Concur to the Appointment of Jay Doherty to the Bike and Run Plan Advisory Committee for a 2-year term and that motion was seconded by Trustee LaPorte.

**ROLL CALL VOTE TO APPOINT JAY DOHERTY TO A 2-YEAR TERM ON THE BIKE AND RUN PLAN ADVISORY COMMITTEE**

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

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

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



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Public Works Director Dan Dinges stated that the traffic is from NPL relocating gas lines for NICOR. He has been informed by IDOT that the underground storm sewer and water main will be relocated in the next couple of weeks. They will start with this since the pipeline is on the north side and hopefully by the time they are ready to go to the north side the pipeline will be done. The intersection work is starting and we can expect closures, traffic and all that fun stuff starting any day now.

Trustee Hopkins asked if they would finish by the end of the year.

Mr. Dinges stated that he didn't think it would be one hundred percent complete. They are hoping that the lane improvements and widening portion will be done, leaving just restoration type stuff next spring. They are hoping the bulk of it would get done this construction season.

Village Administrator Paula Schumacher stated that they are also going to have further information in the Bartletter which comes out in April. The Police Department has been working on their enforcement and some of the obvious cut through areas.

Trustee Hopkins thanked President Wallace for going to a Roundtable with Cook County Representative Toni Preckwinkle. He was aware that they talked about Naperville Road and wondered if there was any traction with any type of meetings to help to reduce speeds or truck traffic.

Ms. Schumacher stated that miraculously after their meeting at the Roundtable, they got a response from Cook County Department of Transportation recognizing what the village has asked them to do. They are looking at the counts and re-evaluating once the construction starts.

Mr. Dinges stated that once construction begins they will look at speed limit reductions, etc.

Ms. Schumacher stated that they agreed to do the monitoring we asked them to do. They originally got a "no way" response but she believes that the pressure from the commissioner and presidents office changed their mind.

President Wallace stated that it was immediate results after meeting with Toni Preckwinkle. He stated that staff should reach out to the residents that came before the board.



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Trustee LaPorte stated that the police and the village do a great job on social media so he would like them to be proactive about the construction concerns on Route 59 and West Bartlett Road with the residents.

Trustee Suwanski asked if they anticipated people detouring through different parts of the village.

Police Chief Geoff Pretkelis stated that they are ready. They have already put speed counters out on Park Place and Naperville Road. They will also be on Oak and North and Western and potentially on Spaulding. They want to get ahead of everything before things get really bad. The traffic pattern is beginning to change already with the lane reductions.

Trustee Deyne recognized staff birthdays and anniversaries.

He talked about an ex-Trustee Jim Herbison who passed away recently. He expressed his regrets.

#### 11. TOWN HALL

**Robert Doeringsfeld, 694 Foster Avenue**

Mr. Doeringsfeld talked about the ice storm last week and stated that the village did not pick up all the brush on Foster Avenue.

Trustee Deyne stated that the brush pick-up required a phone call to Public Works but he didn't think everyone got the message.

Mr. Doeringsfeld asked how people were to know that they had to call. When neighbors see other neighbors putting out their brush, they do the same. He thought this policy should be reviewed. Secondly, he stated that he lives at a very dangerous intersection. The Sycamore Lane and Foster Avenue intersection is very dangerous. He has had interaction with Trustee Gandsey and a half dozen other police officers. They have started to enforce the no parking at the student drop off, which is improvement. However, they are not enforcing most of the traffic violations there. Every day he sees illegal passing, illegal left turns and it is not getting any better. This morning in a ten-minute time frame there were fifteen violations at that intersection. He would like to see the village take a more serious action and ticket people.

Chief Pretkelis stated that they have been out there and have put up signage. He stated that it is not illegal to pass over there per the Illinois vehicle code, which they have to follow.



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Mr. Doeringsfeld stated that he is wrong, he is a municipal engineer and covers traffic. You cannot pass within one hundred feet of an intersection or within a posted urban school zone or pass any car stopped at a crosswalk. All three of those occur in the morning and in the evening. Now that the weather is better, it is less cars. When the weather gets bad, two to three dozen cars will make illegal passing actions.

President Wallace stated that they will look into it.

**12. STANDING COMMITTEE REPORTS**

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

Trustee Hopkins stated that there was no report.

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

Trustee Gandsey stated that attracting a second grocery store to the village has been the top economic development priority for the past nine years since Dominick's Finer Foods closed. Staff has engaged with over a dozen grocers including Aldi for many years in an effort to attract a store to town, culminating in a series of meetings and communications throughout 2022. In a meeting with Aldi executives, Village President Wallace and the economic development team, agreed on the attached incentive package to attract a freestanding prototype store to the Streets of Bartlett in downtown. The Incentive Agreement consists of a \$250,000 infrastructure grant for site development, a waiver of all of the village's customary fees (valued at \$30,000), and a sales tax rebate of 50% of the sales tax revenues collected by the village until the sum of \$220,000 has been rebated. The Economic Incentive Agreement details the conditions and expectations by both the village and Aldi, Inc. to bring this highly successful grocery store to downtown Bartlett this year.

Trustee Gandsey moved to approve Resolution 2023-17-R, a Resolution Approving of an Economic Incentive Agreement between the Village of Bartlett and Aldi for an Aldi grocery store and that motion was seconded by Trustee Deyne.

Aldi Director of Real Estate Chris Stair stated that this store will be the latest, greatest prototype. The store will be very economically efficient. It will include curbside pickup like DoorDash, Instacart and self-checkout, which they are piloting as well. This store will offer everything that they carry. They are looking forward to being here. They want to get started as soon as they can and get through the permitting process. The goal is to start this summer at the latest and open this year. Transformers are about a year out to get but will push as hard as they can to make it happen.



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Trustee Suwanski asked if the waiver of fees is capped at \$30,000.

President Wallace stated that is about what it averages.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2023-17-R APPROVING AN  
ECONOMIC INCENTIVE AGREEMENT WITH ALDI FOR A GROCERY STORE**

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

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

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

Trustee Deyne stated that there was nothing to report.

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

Trustee Gunsteen stated that there was nothing to report.

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

Trustee Suwanski stated that there was nothing to report.

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

Trustee LaPorte stated that Resolution 2023-18-R, a Resolution Approving of a Professional Services Agreement Between the Village of Bartlett and Hampton, Lenzini and Renwick, Inc. for the Country Creek Streambank Stabilization Phase 1 Engineering; Resolution 2023-19-R, a Resolution Approving of the Pipeline License Agreement for a Sanitary Sewer Connection Between Metra and the Village of Bartlett; Resolution 2023-20-R, a Resolution Approving of the Pipeline License Agreement for a Watermain Connection Between Metra and the Village of Bartlett were covered and approved under the Consent Agenda.

**13. NEW BUSINESS**

President Wallace stated that On the Rocks by Bobby has applied for a Class A liquor license.

He stated that if there were no objections from the Board he would issue the Class A



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liquor license.

**14. QUESTION/ANSWER PRESIDENT & TRUSTEES**

Trustee Suwanski stated that once Aldi is completed, are we anticipating a lot of increased traffic at the corner of Devon and Main.

Ms. Schumacher stated that the average daily trips is seven hundred per day and that is their anticipated increase.

Trustee Suwanski asked if the intersection would accommodate that or will it be addressed as we go along.

Planning and Development Director Kristy Stone stated that they are county roads and have a higher capacity. It will handle that without a problem.

Trustee LaPorte stated that he saw some concerns on social media and his first thought was that Gorski's was there for multiple years. The complex is built for a grocery store.

Trustee Gunsteen stated that increased traffic will stimulate more growth in the downtown. He was confident of that.

Trustee Hopkins spoke about outages and some residents that were out of power for over 30 hours after the last ice storm. He would like ComEd to answer if Bartlett is on par with capital improvements in our village compared to other municipalities they serve. His thought is that some of the issues are with antiquated with power lines and the durations of those power outages are too long for our residents. He would like them to come before the board and answer these questions.

President Wallace agreed that it must have something to do with antiquated equipment. Across the street from his home, his neighbors have outages all the time. It must have something to do with the equipment or not enough tree trimming, etc.

Trustee Hopkins asked when the franchise expires.

Ms. Schumacher stated that they are long term greements (50 years).

President Wallace asked for feedback on equipment updates, etc.

Trustee Laporte stated that the village gets beat up for a lot of things that they are doing incorrectly. It goes back to communicating with residents (like the situation on Naperville





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Road with Cook County and the power outage with ComEd). We are the purveyors of these organizations and need to make them accountable to the residents.

Trustee Gandsey stated that she received an email from a resident asking about bike racks by the new Aldi.

Ms. Stone stated that in their review letter, they are required to install 4-6 bicycle racks and she has heard from their engineer that this will be included.

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following.

There being no further business to discuss, Trustee Suwanski moved to adjourn the regular Board meeting and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO ADJOURN

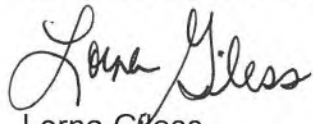
AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

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

  
Lorna Gfless  
Village Clerk

VILLAGE OF BARTLETT  
DETAIL BOARD REPORT  
INVOICES DUE ON/BEFORE 3/21/2023

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - MARCH 2023	4,379.10
	<u>INVOICES TOTAL:</u>	<u>4,379.10</u>

**1100-VILLAGE BOARD/ADMINISTRATION**

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	BOOK PURCHASE	38.50
1 CITYTECH USA INC	ANNUAL MEMBERSHIP FEE	390.00
	<u>INVOICES TOTAL:</u>	<u>428.50</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MARKERS	9.66
1 WAREHOUSE DIRECT	INK CARTRIDGES/SUPPLIES	258.30
	<u>INVOICES TOTAL:</u>	<u>267.96</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ILCMA CONFERENCE/SEMINAR FEES	603.35
	<u>INVOICES TOTAL:</u>	<u>603.35</u>

**542100-REBATES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BANBURY FAIR INC	BEDA GRANT	41,000.00
	<u>INVOICES TOTAL:</u>	<u>41,000.00</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT ROTARY CLUB	MEMBERSHIP DUES/JAN-MAR 2023	195.00
	<u>INVOICES TOTAL:</u>	<u>195.00</u>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM EXPENSES/SUPPLIES	449.66
	<u>INVOICES TOTAL:</u>	<u>449.66</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ZOOM FEES/CPR AED CARDS	273.90
1 COMCAST	CABLE SERVICE	31.60

\*\* Indicates pre-issue check.

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 INVOICES DUE ON/BEFORE 3/21/2023**

INVOICES TOTAL: 305.50

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	15,964.00
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	150.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	150.00
<u>INVOICES TOTAL:</u>		<u>19,189.00</u>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	MAGNOLIA PARK REVIEW	1,400.00
1 HAMPTON LENZINI AND RENWICK INC	AUTOMOTIVE MALL REVIEW	585.00
1 HAMPTON LENZINI AND RENWICK INC	HAWK HOLLOW REVIEW	3,970.00
1 HAMPTON LENZINI AND RENWICK INC	ALDI STORMWATER REVIEW	452.50
<u>INVOICES TOTAL:</u>		<u>6,407.50</u>

**523600-SOCIAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KATHRYN R JUZWIN	CONSULTING FEES/DEC-JAN 2023	3,166.66
<u>INVOICES TOTAL:</u>		<u>3,166.66</u>

**1210-LIABILITY INSURANCE**

**544100-LIABILITY INSURANCE PREMIUMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	VOLUNTEER COVERAGE	850.00
<u>INVOICES TOTAL:</u>		<u>850.00</u>

**544200-LIABILITY INS DEDUCTIBLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	JANUARY DEDUCTIBLE	27,322.24
<u>INVOICES TOTAL:</u>		<u>27,322.24</u>

**1400-FINANCE**

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER	155.31
1 WAREHOUSE DIRECT	FOLDERS	48.15
<u>INVOICES TOTAL:</u>		<u>203.46</u>

\*\* Indicates pre-issue check.

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**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	IGFOA ANNUAL DUES	600.00
<b>INVOICES TOTAL:</b>		<b>600.00</b>

**1500-PLANNING & DEV SERVICES**

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	63.40
<b>INVOICES TOTAL:</b>		<b>63.40</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LASERJET PRINTER	168.90
1 MINUTEMAN PRESS	SANITARY INSPECTION REPORTS	39.17
<b>INVOICES TOTAL:</b>		<b>208.07</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APA CONFERENCE REGISTRATION	785.00
<b>INVOICES TOTAL:</b>		<b>785.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH DEWAYNE BURRIS	ANNUAL PLUMBING LICENSE RENEWAL	150.00
1 BRUCE SCHROER	NEHA DUES & REHS/RS FEES	230.00
<b>INVOICES TOTAL:</b>		<b>380.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APA - JOB POSTING FEE	100.00
1 COOK COUNTY CLERK	RECORDING FEES	549.00
1 INTERGOVERNMENTAL RISK MGMT AGENCY	HEALTH INSPECTOR BOND	1.00
<b>INVOICES TOTAL:</b>		<b>650.00</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POWERDMS INC	PLANIT SUBSCRIPTION RENEWAL	2,928.75
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	211.64
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	722.30
<b>INVOICES TOTAL:</b>		<b>5,097.69</b>

\*\* Indicates pre-issue check.

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**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,304.26
<b>INVOICES TOTAL:</b>		<b>1,304.26</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BLUE LINE	OFFICER RECRUITMENT LISTING	348.00
1 THE BLUE LINE	OFFICER RECRUITMENT LISTING	496.00
<b>INVOICES TOTAL:</b>		<b>844.00</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	651.83
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	169.50
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	95.00
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	45.78
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	47.00
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
** 1 CARDMEMBER SERVICE	LICENSE PLATE RENEWAL FEES	154.40
1 MYD BARTLETT SG LLC	CAR WASH SERVICES - JAN 2023	54.00
1 SOUTHERN COMPUTER WAREHOUSE	REPLACEMENT PRINTERS FOR SQUADS	1,291.92
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	18.98
<b>INVOICES TOTAL:</b>		<b>2,694.61</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	46.99
** 1 CARDMEMBER SERVICE	MAVERICK GROOMING/SYMPATHY GIFT	160.36
1 GENERAL PARTS LLC	WATER FOUNTAIN FILTERS	295.29
1 WAREHOUSE DIRECT	INK CARTRIDGE	87.84
1 WAREHOUSE DIRECT	TONER	116.99
1 WAREHOUSE DIRECT	SNOW BRUSHES	19.02
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	64.14
<b>INVOICES TOTAL:</b>		<b>790.63</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	746.87
1 RAY O'HERRON CO INC	SAFETY VEST	587.55
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	1,522.12
1 RAY O'HERRON CO INC	UNIFORM APPAREL	103.58
1 RAY O'HERRON CO INC	UNIFORM APPAREL	90.09
1 RAY O'HERRON CO INC	UNIFORM APPAREL	98.98
1 RAY O'HERRON CO INC	UNIFORM APPAREL	156.57
1 RAY O'HERRON CO INC	UNIFORM APPAREL	189.89

\*\* Indicates pre-issue check.

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1 STREICHER'S INC	SAFETY VEST	880.99
		<b>INVOICES TOTAL: 4,376.64</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	ONLINE SOFTWARE SUBSCRIPTION	231.37
		<b>INVOICES TOTAL: 231.37</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ID NETWORKS	LIVESCAN SUPPLIES	175.00
1 STATE GRAPHICS	FRISK RECEIPT FORMS	75.57
1 WAREHOUSE DIRECT	BOOKENDS/MISC SUPPLIES	102.03
1 WAREHOUSE DIRECT	DUST CLEANER/OFFICE SUPPLIES	261.02
		<b>INVOICES TOTAL: 613.62</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VICTORIA M ANDERSON	TRAVEL EXPENSES/POLICE WEEK	547.40
1 VICTORIA M ANDERSON	AIRFARE EXPENSES/POLICE WEEK	290.80
** 1 CARDMEMBER SERVICE	TRAINING TUITION FEES	823.50
1 COLLEGE OF DUPAGE	TRAINING CLASSES	623.00
1 MEGAN FASANELLA	TRAINING EXPENSES	88.50
1 MEGAN FASANELLA	TRAINING EXPENSES	88.50
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	510.00
1 JACQUELINE SHIOLI	TRAINING EXPENSES	88.50
		<b>INVOICES TOTAL: 3,060.20</b>

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AED PROFESSIONALS	RESCUE MASKS	303.60
		<b>INVOICES TOTAL: 303.60</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE CO CHIEFS OF POLICE ASSOC	ADMIN PROFESSIONALS DAY LUNCH	100.00
		<b>INVOICES TOTAL: 100.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	OPEN HOUSE GIVEAWAYS	427.34
1 CREATIVE PRODUCT SOURCING INC	D.A.R.E. SUPPLIES	3,369.44
		<b>INVOICES TOTAL: 3,796.78</b>

**544001-PRISONER DETENTION**

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

**VILLAGE OF BARTLETT  
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1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	43.68
1 BARTLETT SOAP N SUDS	BLANKET CLEANING	31.25
		<b>INVOICES TOTAL: 74.93</b>

**545100-EMERGENCY MANAGEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	VEHICLE EMERGENCY STROBE LIGHTS	135.80
		<b>INVOICES TOTAL: 135.80</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	720.00
		<b>INVOICES TOTAL: 720.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	RETRACTABLE BELT STANCHIONS	103.05
1 GRAINGER	SAFETY MIRROR	29.08
1 MIDWEST MECHANICAL	REFRIGERATOR EQUIPMENT REPAIRS	1,488.00
1 ULINE	SAFETY MIRROR	311.04
		<b>INVOICES TOTAL: 1,931.17</b>

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALTA CONSTRUCTION EQUIPMENT	EQUIPMENT RENTAL	165.00
1 COMCAST	CABLE SERVICE	2.10
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
1 VERIZON WIRELESS	WIRELESS SERVICES	291.92
1 VERIZON WIRELESS	WIRELESS SERVICES	288.43
		<b>INVOICES TOTAL: 783.46</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	24.61
1 NICOR GAS	GAS BILL	373.31
1 NICOR GAS	GAS BILL	1,006.18
1 NICOR GAS	GAS BILL	1,458.31
		<b>INVOICES TOTAL: 2,862.41</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERSTATE BILLING SERVICE INC	VEHICLE MAINTENANCE	1,112.95
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	120.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	40.00
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENT	842.75

\*\* Indicates pre-issue check.

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1 PRECISE MRM LLC	VEHICLE MAINTENANCE	450.00
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	451.85
		<b>INVOICES TOTAL: 3,017.55</b>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLAT CAN RECYCLING	AEROSOL CAN RECYCLING FEES	228.80
1 HAMPTON LENZINI AND RENWICK INC	BRIDGE SAFETY INSPECTIONS	510.00
		<b>INVOICES TOTAL: 738.80</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,098.72
1 MEADE ELECTRIC CO INC	EVP EQUIPMENT REPLACEMENT	3,784.00
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	3,344.69
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	3,601.98
		<b>INVOICES TOTAL: 11,829.39</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEBMARC DOORS INC	DOOR REPAIRS	252.50
		<b>INVOICES TOTAL: 252.50</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	FOOD FOR EMPLOYEES	149.29
1 CAROL STREAM LAWN & POWER	MATERIALS & SUPPLIES	15.96
1 GRAINGER	MATERIALS & SUPPLIES	23.50
1 GRAINGER	WATER NOZZLES	50.58
1 GRAINGER	MATERIALS & SUPPLIES	135.00
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING PAINT/FLAGS	399.20
1 RHOMAR INDUSTRIES	MAINTENANCE MATERIALS	4,828.78
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	219.29
		<b>INVOICES TOTAL: 5,821.60</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	514.99
		<b>INVOICES TOTAL: 514.99</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	HARD HAT RATCHETS	20.50
		<b>INVOICES TOTAL: 20.50</b>

\*\* Indicates pre-issue check.



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**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/OFFICE SUPPLIES	106.68
<b>INVOICES TOTAL:</b>		<b>106.68</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACME TRUCK BRAKE & SUPPLY CO	MAINTENANCE SUPPLIES	280.29
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	107.20
1 FLEETPRIDE	MAINTENANCE SUPPLIES	11.98
1 HAWK FORD OF ST CHARLES	MAINTENANCE SUPPLIES	11.77
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	398.85
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	222.23
<b>INVOICES TOTAL:</b>		<b>1,032.32</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	STREET SIGN MATERIALS	2,821.21
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	7,066.40
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	258.42
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	227.03
1 TRAFFIC CONTROL & PROTECTION INC	STREET SIGN MATERIALS	1,335.15
1 WELCH BROS INC	ASPHALT GRINDINGS	420.00
1 WELCH BROS INC	ASPHALT GRINDINGS	140.00
<b>INVOICES TOTAL:</b>		<b>12,268.21</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	FLOOR MATS	239.05
<b>INVOICES TOTAL:</b>		<b>239.05</b>

**534800-STREET LIGHTS MAINT MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	ELECTRICAL SUPPLIES	129.80
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	1,119.46
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	33.03
<b>INVOICES TOTAL:</b>		<b>1,282.29</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOCIATION	ROADS SCHOLAR PROGRAM FEES	1,498.00
1 AMERICAN PUBLIC WORKS ASSOCIATION	SPRING CONFERENCE FEES	260.00
** 1 CARDMEMBER SERVICE	APWA SEMINAR REGISTRATION FEES	30.00
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	46.78
<b>INVOICES TOTAL:</b>		<b>1,834.78</b>

\*\* Indicates pre-issue check.

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**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	MUNGER RD CULVERT REPLACEMENT	5,072.61
1 DUPAGE COUNTY STORMWATER MANAGEME	DUPAGE COUNTY STORMWATER FEE	300.00
1 HAMPTON LENZINI AND RENWICK INC	LEISEBURG PARK SEWER REPAIR	6,433.75
1 VULCAN CONSTRUCTION MATERIALS LLC	MAINTENANCE MATERIALS	650.80
<b>INVOICES TOTAL:</b>		<b>12,457.16</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - FEB 2023	142.33
<b>INVOICES TOTAL:</b>		<b>142.33</b>

**430000-DEVELOPER DEPOSITS FUND**

**261316-TRAILER BOND - POPULAR CREEK**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POPLAR CREEK CHURCH	TRAILER BOND REFUND	500.00
<b>INVOICES TOTAL:</b>		<b>500.00</b>

**261347-Trailer Bond-Triumph**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRIUMPH CONSTRUCTION SERVICES CORP	TRAILER BOND REFUND	500.00
<b>INVOICES TOTAL:</b>		<b>500.00</b>

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

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	1,272.00
1 ICE MILLER LLP	2007 REBATE SERVICES	1,500.00
<b>INVOICES TOTAL:</b>		<b>2,772.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	ROADWAYS/BIKE PATH AGREEMENT	70,000.00
<b>INVOICES TOTAL:</b>		<b>70,000.00</b>

**5000-WATER OPERATING EXPENSES**

**520025-DWC WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - JANUARY 23	451,851.40
<b>INVOICES TOTAL:</b>		<b>451,851.40</b>

\*\* Indicates pre-issue check.

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**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SCADA PHONE SERVICE	37.59
1 OTM ENVIRONMENTAL SERVICES INC	WATER SYSTEM CHECKS/FEB 2023	3,600.00
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	12,441.08
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
<b>INVOICES TOTAL:</b>		<b>18,372.00</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	291.92
<b>INVOICES TOTAL:</b>		<b>291.92</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	1,591.05
<b>INVOICES TOTAL:</b>		<b>1,591.05</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	GROUND STORAGE TANK STORAGE	2,127.66
<b>INVOICES TOTAL:</b>		<b>2,127.66</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	274.22
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	206.15
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	720.14
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	394.44
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,905.31
1 NICOR GAS	GAS BILL	492.39
1 NICOR GAS	GAS BILL	356.58
<b>INVOICES TOTAL:</b>		<b>5,349.23</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	150.00
<b>INVOICES TOTAL:</b>		<b>150.00</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	456.98
1 VULCAN CONSTRUCTION MATERIALS LLC	GRAVEL PURCHASE	1,162.40
1 VULCAN CONSTRUCTION MATERIALS LLC	GRAVEL PURCHASE	1,290.29
<b>INVOICES TOTAL:</b>		<b>2,909.67</b>

\*\* Indicates pre-issue check.

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**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	FOOD FOR EMPLOYEES	149.29
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	1,611.87
1 KIMBALL MIDWEST	CREDIT - RETURN	-1,164.00
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	897.39
<b>INVOICES TOTAL:</b>		<b>1,494.55</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	939.60
<b>INVOICES TOTAL:</b>		<b>939.60</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 USA BLUE BOOK	LOCATOR	1,270.40
<b>INVOICES TOTAL:</b>		<b>1,270.40</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE SUPPLIES	90.83
<b>INVOICES TOTAL:</b>		<b>90.83</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/OFFICE SUPPLIES	106.69
<b>INVOICES TOTAL:</b>		<b>106.69</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH BILLS POSTAGE	2,990.38
<b>INVOICES TOTAL:</b>		<b>2,990.38</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	FLOOR MATS	239.05
1 WEBMARC DOORS INC	DOOR REPAIRS	252.50
<b>INVOICES TOTAL:</b>		<b>491.55</b>

**534810-METER MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS/SUPPLIES	3,400.60
1 WATER RESOURCES INC	WATER METERS/SUPPLIES	6,230.28
<b>INVOICES TOTAL:</b>		<b>9,630.88</b>

\*\* Indicates pre-issue check.

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**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA SEMINAR REGISTRATION FEES	65.00
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	46.76
<u>INVOICES TOTAL:</u>		<u>111.76</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS CENTRAL RAILROAD CO	ANNUAL LICENSE/LEASE PAYMENT	257.15
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - FEB 2023	142.33
<u>INVOICES TOTAL:</u>		<u>399.48</u>

**547072-DWC CAPITAL BUY IN PRINCIPAL**

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

**500000-WATER FUND**

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOLLY DOBOS	REFUND/WATER BILL OVERPAYMENT	552.08
<u>INVOICES TOTAL:</u>		<u>552.08</u>

**5090-WATER CAPITAL PROJECTS EXP**

**581031-LEAK SURVEY/REPAIR**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	864.00
<u>INVOICES TOTAL:</u>		<u>864.00</u>

**5100-SEWER OPERATING EXPENSES**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	291.92
<u>INVOICES TOTAL:</u>		<u>291.92</u>

**522800-ANALYTICAL TESTING**

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

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	BID NOTICE	81.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: **81.00**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	160.33
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	473.19
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	110.02
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	146.49
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	196.88
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	35.30
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	0.67
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	135.53
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	98.79
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	37.21
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	194.02
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	55.87
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	44.66
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	54.24
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	27.89
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	24,225.29
1 NICOR GAS	GAS BILL	50.88
1 NICOR GAS	GAS BILL	52.96
1 NICOR GAS	GAS BILL	165.14
1 NICOR GAS	GAS BILL	652.35
1 NICOR GAS	GAS BILL	1,196.11
1 NICOR GAS	GAS BILL	50.96
1 NICOR GAS	GAS BILL	50.85
1 NICOR GAS	GAS BILL	233.76
1 NICOR GAS	GAS BILL	53.44
1 NICOR GAS	GAS BILL	165.19
1 NICOR GAS	GAS BILL	54.49
1 NICOR GAS	GAS BILL	55.06
1 NICOR GAS	GAS BILL	122.96
1 NICOR GAS	GAS BILL	101.42
<u>INVOICES TOTAL:</u>		<b>29,001.95</b>

**524210-SLUDGE REMOVAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	7,589.19
<u>INVOICES TOTAL:</u>		<b>7,589.19</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	43.88
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	150.00
<u>INVOICES TOTAL:</u>		<b>193.88</b>

**530100-MATERIALS & SUPPLIES**

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

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**	1 CARDMEMBER SERVICE	FOOD FOR EMPLOYEES	149.29
	1 HINCKLEY SPRING WATER CO	DISTILLED WATER	46.15
	1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	743.64
			<b>INVOICES TOTAL: 939.08</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	7,508.30
1 HAWKINS INC	CHEMICAL SUPPLIES	5,192.85
1 HAWKINS INC	CHEMICAL SUPPLIES	3,690.18
		<b>INVOICES TOTAL: 16,391.33</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	59.99
		<b>INVOICES TOTAL: 59.99</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH BILLS POSTAGE	2,990.37
		<b>INVOICES TOTAL: 2,990.37</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CERTIFIED BALANCE & SCALE CORP	LAB EQUIPMENT MAINTENANCE	1,322.00
		<b>INVOICES TOTAL: 1,322.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA SEMINAR REGISTRATION FEES	65.00
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	46.76
		<b>INVOICES TOTAL: 111.76</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - FEB 2023	142.34
		<b>INVOICES TOTAL: 142.34</b>

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT/FEB 23	868.97
		<b>INVOICES TOTAL: 868.97</b>

**5200-PARKING OPERATING EXPENSES**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/21/2023**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	131.90
1 NICOR GAS	GAS BILL	121.63
1 NICOR GAS	GAS BILL	429.67
1 VERIZON WIRELESS	WIRELESS SERVICES	42.02
<b>INVOICES TOTAL:</b>		<b>725.22</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	METRA INTERNET SERVICE	62.35
<b>INVOICES TOTAL:</b>		<b>62.35</b>

**570100-MACHINERY & EQUIPMENT**

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

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLEY ELEVATOR COMPANY	QUARTERLY INSPECTION SERVICES	239.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - FEB 2023	288.35
<b>INVOICES TOTAL:</b>		<b>527.35</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	426.48
1 NICOR GAS	GAS BILL	1,377.93
<b>INVOICES TOTAL:</b>		<b>1,804.41</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	99.78
<b>INVOICES TOTAL:</b>		<b>99.78</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	UPS SHIPPING CHARGES	175.81
<b>INVOICES TOTAL:</b>		<b>175.81</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	224.50

\*\* Indicates pre-issue check.



**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 3/21/2023

INVOICES TOTAL: **224.50**

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CPR AED CARDS	34.00
<u>INVOICES TOTAL:</u>		<b>34.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	PIN 06-34-100-026-0000	15.93
1 STATE FIRE MARSHAL	STORAGE TANK INSPECTION	70.00
<u>INVOICES TOTAL:</u>		<b>85.93</b>

**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>		<b>100.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	516.07
1 NICOR GAS	GAS BILL	459.34
<u>INVOICES TOTAL:</u>		<b>975.41</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	MAINTENANCE SUPPLIES	488.37
1 REVELS TURF & TRACTOR LLC	GRIND WHEEL	451.81
<u>INVOICES TOTAL:</u>		<b>940.18</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CPR AED CARDS	51.00
<u>INVOICES TOTAL:</u>		<b>51.00</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.33
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.83

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/21/2023**

1 INDUSTRIAL STEAM CLEANING	HOOD/EXHAUST SYSTEM CLEANING	450.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - FEB 2023	38.32
		<b>INVOICES TOTAL: 691.98</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SHAW MEDIA	ADVERTISING	100.00
		<b>INVOICES TOTAL: 100.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	229.67
		<b>INVOICES TOTAL: 229.67</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	100.00
		<b>INVOICES TOTAL: 100.00</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	FOOD PURCHASE	160.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	200.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	48.94
		<b>INVOICES TOTAL: 408.94</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CPR AED CARDS	42.50
		<b>INVOICES TOTAL: 42.50</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	LINEN SERVICES	292.61
1 ALSCO	LINEN SERVICES	130.74
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	61.00
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.34
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.84
1 INDUSTRIAL STEAM CLEANING	HOOD/EXHAUST SYSTEM CLEANING	450.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - FEB 2023	38.33
		<b>INVOICES TOTAL: 1,176.36</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/21/2023**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SHAW MEDIA	ADVERTISING	395.00
<b>INVOICES TOTAL:</b>		<b>395.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	229.67
<b>INVOICES TOTAL:</b>		<b>229.67</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MLA WHOLESALE INC	FLOWERS	146.50
1 MLA WHOLESALE INC	FLOWERS	92.60
1 SIGNARAMA	BIRTHDAY DECAL	65.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	100.00
<b>INVOICES TOTAL:</b>		<b>404.10</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE	363.36
1 GRECO AND SONS INC	FOOD PURCHASE	151.15
1 GRECO AND SONS INC	FOOD PURCHASE	567.79
1 GRECO AND SONS INC	FOOD PURCHASE	167.56
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	205.00
1 IL GIARDINO DEL DOLCE INC	CAKE PURCHASE	161.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	1,362.08
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	1,287.63
<b>INVOICES TOTAL:</b>		<b>4,265.57</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CPR AED CARDS	42.50
<b>INVOICES TOTAL:</b>		<b>42.50</b>

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEC COFFEE & FOODS	COFFEE PURCHASE	48.94
<b>INVOICES TOTAL:</b>		<b>48.94</b>

**6000-CENTRAL SERVICES EXPENSES**

**516500-UNEMPLOYMENT BENEFITS**

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

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
**INVOICES DUE ON/BEFORE 3/21/2023**

**	1	ILLINOIS DIRECTOR OF EMPLOYMENT SECUR UNEMPLOYMENT BENEFITS	4,871.50
			<b>INVOICES TOTAL: 4,871.50</b>

**522400-SERVICE AGREEMENTS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGMT SERVICE APR 2023	16,650.00
	1 JOHNSON CONTROLS SECURITY SOLUTIONS	CREDIT - BILLING ADJUSTMENT	-2.98
	1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	189.00
	1 TK ELEVATOR CORPORATION	ELEVATOR SERVICE AGREEMENT	696.33
			<b>INVOICES TOTAL: 17,532.35</b>

**522700-COMPUTER SERVICES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	GIS AUTOMATION/MDM FEES	84.41
	1 COMCAST	INTERNET SERVICE	91.90
	1 GOGOVAPPS INC	GONOTIFY SUBSCRIPTION	1,400.00
			<b>INVOICES TOTAL: 1,576.31</b>

**523001-PERSONNEL TESTING**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 MOBILE HEALTH SOLUTIONS CORP	PERSONNEL TESTING	306.90
			<b>INVOICES TOTAL: 306.90</b>

**524100-BUILDING MAINTENANCE SERVICES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 ALLEGIANT FIRE PROTECTION LLC	EQUIPMENT REPAIRS	520.00
	1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - FEB 2023	3,864.00
	1 TK ELEVATOR CORPORATION	ELEVATOR REPAIRS	538.00
	1 TK ELEVATOR CORPORATION	EMERGENCY EQUIPMENT INSTALLATION	876.74
			<b>INVOICES TOTAL: 5,798.74</b>

**524110-TELEPHONE**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 VERIZON WIRELESS	WIRELESS SERVICES	410.11
	1 VERIZON WIRELESS	WIRELESS SERVICES	572.25
			<b>INVOICES TOTAL: 982.36</b>

**524120-UTILITIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 NICOR GAS	GAS BILL	164.47
	1 NICOR GAS	GAS BILL	1,631.65
			<b>INVOICES TOTAL: 1,796.12</b>

**530100-MATERIALS & SUPPLIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	78.53
	1 AMAZON CAPITAL SERVICES INC	COMPUTER SUPPLIES	79.20

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/21/2023**

**	1 SAM'S CLUB	MATERIALS & SUPPLIES	458.53
	1 WAREHOUSE DIRECT	PAPER TOWELS/TRASH BAGS	252.64
	1 WAREHOUSE DIRECT	KLEENEX	89.04
	1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	73.27
			<b>INVOICES TOTAL:</b>
			<b>1,031.21</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	30.87
		<b>INVOICES TOTAL:</b>
		<b>30.87</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ESRI CONFERENCE REGISTRATION	349.00
		<b>INVOICES TOTAL:</b>
		<b>349.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LASERJET PRINTER	499.77
		<b>INVOICES TOTAL:</b>
		<b>499.77</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	1.44
		<b>INVOICES TOTAL:</b>
		<b>1.44</b>

**900000-POOLED CASH & INVESTMENT FUND**

**100002-CASH - MONEY MARKET**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST INDUSTRIAL FUNDS	REFUND/DUPLICATE PYMT-INV 4024	170.00
		<b>INVOICES TOTAL:</b>
		<b>170.00</b>

**GRAND TOTAL: 909,867.32**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
INVOICES DUE ON/BEFORE 3/21/2023

GENERAL FUND	188,733.72
DEVELOPER DEPOSITS FUND	1,000.00
BREWSTER CREEK TIF MUN ACCT	72,772.00
WATER FUND	537,781.33
SEWER FUND	60,292.53
PARKING FUND	1,187.57
GOLF FUND	13,153.60
CENTRAL SERVICES FUND	34,776.57
POOLED CASH & INVESTMENT FUND	170.00
<b>GRAND TOTAL</b>	<b>909,867.32</b>

\*\* Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT  
 CASH & INVESTMENT REPORT  
 FISCAL YEAR 2022/23 as of January 31, 2023

Fund	Detail of Ending Balance			Net Assets/Liab.	1/31/2023
	12/31/2022	Receipts	Disbursements		

General	22,078,388	2,708,955	2,280,612	5,179,988	16,329,053	997,691	22,506,732
MFT	4,974,128	173,238	77,980	1,536,558	3,508,670	24,159	5,069,387
Debt Service	32,323	292,151	0	66,812	257,083	578	324,474
Capital Projects	5,091,349	296	0	8,822	33,947	5,048,876	5,091,645
Municipal Building	3,127,625	13,019	0	590,089	2,270,567	279,989	3,140,644
Developer Deposits	2,436,560	36,780	0	8,333	4,325,644	(1,860,637)	2,473,340
59 & Lake TIF	(2,578,647)	0	62,609	219,355	844,041	(3,704,651)	(2,641,255)
BC Municipal TIF	1,843,023	5,448	39,931	379,039	1,458,482	(28,982)	1,808,539
Bluff City TIF Municipal	241,875	704	0	50,039	192,541	0	242,579
Water	6,060,698	987,931	1,030,386	1,547,732	5,955,043	(1,484,531)	6,018,244
Sewer	24,136,744	614,335	2,759,648	511,719	1,968,628	19,511,083	21,991,431
Parking	(184,054)	6,223	23,572	0	0	(201,403)	(201,403)
Golf	(280,369)	48,075	138,030	0	0	(370,324)	(370,324)
Central Services	867,464	123,487	70,213	164,235	631,949	124,554	920,738
Vehicle Replacement	4,207,896	64,066	340,692	383,273	1,474,772	2,073,225	3,931,269
<b>TOTALS</b>	<b>72,055,003</b>	<b>5,074,708</b>	<b>6,823,672</b>	<b>10,645,993</b>	<b>39,250,418</b>	<b>20,409,628</b>	<b>70,306,039</b>

BC Project TIF	10,091,562	61,561	5,983,500	0	0	4,169,623	4,169,623
Bluff City Project TIF	11,265	33	0	2,331	8,967	0	11,298
Bluff City SSA Debt Srv.	11,383	435,824	0	0	0	447,207	447,207
Police Pension	53,506,793	2,910,495	245,944	3,070,015	53,094,038	7,290	56,171,343

  
 Todd Dowden  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
FISCAL YEAR 2022/23 as of January 31, 2023

Fund	Revenues			Expenditures				
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	25,599,680	27,110,465	94.43%	84.41%	24,093,732	30,083,547	80.09%	74.63%
MFT	1,792,770	2,105,128	85.16%	70.41%	1,875,758	2,870,000	65.36%	52.19%
Debt Service	2,360,903	2,966,810	79.58%	86.22%	2,958,485	2,962,167	99.88%	99.88%
Capital Projects	2,782,573	2,763,462	100.69%	100.00%	500,000	500,000	100.00%	0.00%
Municipal Building	2,134,738	2,004,200	106.51%	70.30%	0	476,000	0.00%	0.12%
Developer Deposits	50,778	172,500	29.44%	49.81%	15,750	241,958	6.51%	20.04%
Bluff City SSA	449,273	947,509	47.42%	42.58%	525,613	981,925	53.53%	97.33%
59 & Lake TIF	(2,564,078)	61,000	-4203.41%	0.00%	77,177	61,000	126.52%	4.25%
Bluff City Municipal TIF	72,208	60,100	120.15%	148.71%	0	105,000	0.00%	0.00%
Bluff City Project TIF	1,111,608	2,100,500	52.92%	107.69%	1,108,301	2,100,000	52.78%	107.72%
Brewster Creek Municipal TIF	962,405	1,015,500	94.77%	107.09%	401,865	2,119,354	18.96%	38.54%
Brewster Creek Project TIF	9,277,456	8,055,000	115.18%	83.66%	9,248,030	8,052,000	114.85%	42.76%
Water	9,975,832	12,812,500	77.86%	79.09%	8,333,002	14,582,092	57.15%	60.16%
Sewer	17,614,400	22,710,000	77.56%	21.93%	17,793,105	22,722,961	78.30%	16.91%
Parking	45,009	50,000	90.02%	27.88%	108,445	239,902	45.20%	37.66%
Golf	2,227,298	2,507,558	88.82%	83.77%	2,018,479	2,496,920	80.84%	77.46%
Central Services	1,097,215	1,456,154	75.35%	74.98%	1,074,619	1,553,135	69.19%	62.50%
Vehicle Replacement	731,691	704,992	103.79%	76.74%	837,914	989,000	84.72%	33.89%
Police Pension	2,767,942	7,061,621	39.20%	63.97%	2,176,611	3,487,530	62.41%	34.92%
Subtotal	78,489,699	96,664,999	81.20%	68.87%	73,146,884	96,624,491	75.70%	50.34%
Less Interfund Transfers	(8,527,411)	(4,772,975)	178.66%	73.76%	(8,527,411)	(4,772,975)	178.66%	73.76%
Total	69,962,288	91,892,024	76.14%	68.59%	64,619,473	91,851,516	70.35%	49.11%



VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2022/23 as of January 31, 2023

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	9,248,507	11,629,537	79.53%	80.56%
Sales Taxes (General Fund)	2,832,347	3,400,000	83.30%	76.20%
Income Taxes	5,101,944	5,400,000	94.48%	93.81%
Telecommunications Tax	316,860	410,000	77.28%	68.14%
Home Rule Sales Tax	2,103,737	2,500,000	84.15%	80.30%
Real Estate Transfer Tax	632,482	850,000	74.41%	128.71%
Use Tax	1,246,349	1,600,000	77.90%	130.05%
Building Permits	764,942	650,000	117.68%	102.11%
MFT	1,283,331	1,650,000	77.78%	81.97%
Water Charges	9,599,956	12,600,000	76.19%	78.70%
Sewer Charges	5,333,191	6,550,000	81.42%	78.99%
Interest Income	505,884	38,300	1320.85%	0.33%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2022/23 as of January 31, 2023

Fund	Current Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	1,288,367	1,430,558	90.06%
Expenses	1,066,043	1,397,786	76.27%
Net Income	<u>222,325</u>	<u>32,772</u>	678.40%
<b>F&amp;B - Restaurant</b>			
Revenues	131,784	149,000	88.45%
Expenses	301,525	365,622	82.47%
Net Income	<u>(169,741)</u>	<u>(216,622)</u>	78.36%
<b>F&amp;B - Banquet</b>			
Revenues	650,296	780,000	83.37%
Expenses	581,078	667,812	87.01%
Net Income	<u>69,218</u>	<u>112,188</u>	61.70%
<b>F&amp;B - Midway</b>			
Revenues	156,850	148,000	105.98%
Expenses	69,834	65,700	106.29%
Net Income	<u>87,016</u>	<u>82,300</u>	105.73%
<b>Golf Fund Total</b>			
Revenues	2,227,298	2,507,558	88.82%
Expenses	2,018,479	2,496,920	80.84%
Net Income	<u>208,818</u>	<u>10,638</u>	1962.95%

Sales Taxes

Month	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
May	143,188	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859
June	162,596	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635	281,954
July	173,657	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678	303,057
August	191,196	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161
September	186,097	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874	334,152
October	184,425	190,872	204,424	209,930	215,328	211,089	262,349	221,535	299,302	380,114
November	186,229	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608	319,337
December	170,530	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	316,040
January	174,037	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	338,672
February	149,669	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	
March	210,506	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	
April	151,678	141,054	149,630	167,837	180,413	170,866	193,930	211,072	247,260	
<b>Total</b>	<b>2,083,807</b>	<b>2,076,100</b>	<b>2,210,232</b>	<b>2,352,909</b>	<b>2,440,227</b>	<b>2,401,729</b>	<b>2,532,977</b>	<b>2,468,994</b>	<b>3,464,989</b>	<b>2,832,347</b>
<b>% increase</b>	<b>1.73%</b>	<b>-0.37%</b>	<b>6.46%</b>	<b>6.46%</b>	<b>3.71%</b>	<b>-1.58%</b>	<b>5.46%</b>	<b>-2.53%</b>	<b>40.34%</b>	<b>19.80%</b>
<b>Budget</b>	<b>2,010,000</b>	<b>2,075,000</b>	<b>2,115,000</b>	<b>2,205,000</b>	<b>2,400,000</b>	<b>2,425,000</b>	<b>2,460,000</b>	<b>2,575,000</b>	<b>3,400,000</b>	<b>3,400,000</b>



# SUSANA A. MENDOZA

## ILLINOIS STATE COMPTROLLER

### VENDOR WARRANT DETAIL

BARTLETT VILLAGE TREASURER



[RETURN HOME](#)
[VENDOR SUMMARY](#)
[CONTRACT SEARCH](#)
[PAYMENTS SEARCH](#)
[PAYMENTS ISSUED](#)
[PENDING PAYMENTS](#)
[PAYMENTS NOTIFICATIONS](#)

[Return Back](#)

Warrant/EFT#: EF 0013183

Fiscal Year	2023	Issue Date	01/09/23		
Warrant Total	\$338,671.97	Warrant Status			
Agency	Contract	Invoice	Voucher	Agency Amount	
492 - REVENUE		A2322919	3A2322919	\$338,671.97	

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$338,671.97	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 01/07/2023
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: OCT. 2022 COLL MO: NOV. 2022 VCHR MO: JAN. 2023
4	?’S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

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MOTOR FUEL TAX

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
May	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706
June	80,212	58,408	58,737	72,645	79,592	76,204	99,562	138,322	143,599
July	89,915	103,948	94,278	95,252	93,416	95,250	121,837	137,127	140,615
August	61,056	100,154	89,533	89,970	90,079	137,033	142,172	148,687	135,008
September	83,006	67,441	79,032	79,527	75,247	148,846	132,059	142,475	146,887
October	89,337	87,626	91,489	91,053	98,725	136,575	130,305	131,236	139,533
November	90,552	101,486	93,216	92,796	92,950	153,788	131,647	144,611	140,270
December	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239	160,435
January	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177	128,618
February	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768	
March	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179	
April	95,841	93,782	90,224	94,326	91,212	122,218	135,751	138,279	
Subtotal	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	1,273,670
Plus:									
High Growth	37,682	37,743	37,801	37,266	36,909	9,192	89,348	61,771	
Jobs Now	359,592								
Rebuild Illinois							1,357,885	905,256	452,628
Total	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	1,726,298
Budget	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000
Annual Inc in \$ only MFT Allocations	-0.73%	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	-8.25%



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Municipality Report

February 1, 2023

Bartlett

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

Beginning Unobligated Balance		<b>\$8,672,384.47</b>
Motor Fuel Tax Fund Allotment	\$68,583.63	
MFT Transportation Renewal Fund Allotment	\$60,033.92	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$128,617.55</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$8,801,002.02</b>

PROCESSED TRANSACTIONS:

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

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

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
May	409,164	385,165	517,788	703,098	622,835	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763
June	218,172	245,987	272,230	238,871	231,987	306,761	268,673	285,636	261,088	258,429	257,341	608,397	383,282
July	306,618	318,662	349,582	365,845	383,947	432,821	383,442	377,861	353,016	386,474	408,647	545,787	647,045
August	201,020	219,229	219,366	227,299	223,978	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265
September	206,152	211,017	217,593	221,748	219,026	239,229	243,902	212,997	252,907	245,191	316,571	323,647	362,169
October	299,619	335,157	342,618	386,875	390,808	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057
November	225,490	213,448	258,884	256,145	263,481	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871
December	249,379	200,970	213,647	204,452	198,121	216,813	219,162	214,871	234,648	269,799	274,242	314,565	376,725
January	284,311	298,588	331,177	378,611	335,683	406,804	354,337	313,145	341,897	377,110	436,922	560,065	611,766
February	351,345	344,257	390,939	401,803	500,840	445,170	409,813	453,275	411,330	388,526	461,926	698,349	
March	175,237	229,674	219,213	229,493	218,490	257,723	214,499	227,873	247,673	288,908	318,357	302,694	
April	301,466	356,610	380,648	401,317	446,490	398,780	413,655	349,908	397,816	424,333	507,617	646,664	
<b>Total</b>	<b>3,227,973</b>	<b>3,358,764</b>	<b>3,713,686</b>	<b>4,015,557</b>	<b>4,035,686</b>	<b>4,391,638</b>	<b>3,895,179</b>	<b>3,736,819</b>	<b>4,000,843</b>	<b>4,466,301</b>	<b>4,723,974</b>	<b>5,925,343</b>	<b>5,101,944</b>
<b>LGDF @ 10%</b>	<b>4,961,731</b>	<b>5,597,940</b>	<b>6,189,477</b>	<b>6,692,595</b>	<b>6,240,385</b>	<b>5,489,548</b>	<b>4,868,974</b>	<b>6,145,469</b>	<b>7,037,087</b>	<b>7,767,480</b>	<b>7,855,193</b>	<b>9,777,794</b>	<b>6,740,237</b>
<b>DIFFERENCE</b>	<b>(1,733,758)</b>	<b>(2,239,176)</b>	<b>(2,475,791)</b>	<b>(2,677,038)</b>	<b>(2,204,699)</b>	<b>(1,097,910)</b>	<b>(973,795)</b>	<b>(2,408,650)</b>	<b>(3,036,244)</b>	<b>(3,301,179)</b>	<b>(3,131,219)</b>	<b>(3,852,451)</b>	<b>(1,638,293)</b>
													<b>(30,770,202)</b>

# **COMMISSION RECOGNITIONS**

## **Bike and Run Plan Advisory**

Bruce Hendricks      7 Years

## **Economic Development Commission**

Michelle Hughes      4 Years

Tracy Smodilla      9 Years



# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Joey Dienberg, Management Analyst  
**Date:** March 14, 2023  
**Re:** Best Burger in Bartlett

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In January 2023, village staff created the concept of a “Best Burger in Bartlett” competition. The goal behind the contest was to create buzz and foot traffic in the month of February, which can traditionally be a cold dreary month for small business owners.

Throughout the month of January, staff solicited nominations from businesses, bringing in 13 total participants. GIS and Administration staff worked together to implement an online webpage that was the hub for voting, and promoted the program on social media, encouraging residents to stop in at their favorite Bartlett eateries for a burger.

Voting was open throughout the month of February, 627 total votes were cast, with 81 going to the first ever “Best Burger in Bartlett”, McMae’s Tavern and Grill. The Boss’s Signature and Hoot-Dogs received honorable mention with 75 and 73 votes respectively.

Congratulations to McMae’s, and thank you to all 13 participating businesses.





# Agenda Item Executive Summary

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

BUDGET IMPACT			
Amount:	\$50,600	Budgeted	\$50,600
List what fund	Brewster Creek TIF Project Fund		
EXECUTIVE SUMMARY			
Brewster Creek Public Improvements - TIF Developer Note #5, Payout #5.			
ATTACHMENTS (PLEASE LIST)			
Finance Memo Resolution Memorandum of Payment Schedule of Costs Village Engineer Letter			

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2023-\_\_\_\_\_, a resolution approving of the Disbursement Request for Payout No. 5 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project.

Staff: Todd Dowden, Finance Director Date: 03/13/23

**Village of Bartlett**  
**Finance Department Memo**  
**2023 - 05**

**DATE:** March 13, 2023  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Todd Dowden, Finance Director  
**SUBJECT:** Brewster Creek TIF Developer Note #5 Payout Request #5

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

Attached is a resolution and several documents to approve the 5<sup>th</sup> developer note #5 payout request for the Brewster Creek TIF development. The total amount is \$50,600. The attachments are various documents required by the village's redevelopment agreement. The attachments include:

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

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

**MOTION:** I move to approve Resolution Number 2023-\_\_\_\_\_ A Resolution Approving of Disbursement Request for Payout No. 5 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

## RESOLUTION 2023-

### A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 5 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2020 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT

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

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

**WHEREAS**, ECS has delivered to the Village its fourth Memorandum of Payment requesting that it be reimbursed the sum of \$50,600 in Project Costs for Payout No. 5 from the Subordinate Lien Tax Increment Revenue Note; and

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

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

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

**SECTION ONE:** The Memorandum of Payment No. 5 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2020 Subordinate Note in the sum of \$50,600 is hereby approved.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED**                      March 21, 2023

**APPROVED**                 March 21, 2023

---

Kevin Wallace, Village President

**ATTEST:**

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Lorna Giles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023- , enacted on March 21, 2023, and approved on March 21, 2023, as the same appeared from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk

## DEVELOPER NOTE #5

### MEMORANDUM OF PAYMENT NO. 5

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

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$ 50,600.00 bearing an interest rate at 7.0% per annum.

#### ELMHURST-CHICAGO STONE COMPANY

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

Dated: 3.1.23

**SCHEDULE 1**

**COST OF THE IMPROVEMENTS**

V3	Munger Rd/BCB Path Design Build	\$	32,000.00
V3	50% - West BartlettRd/Munger Road Path Design Build	\$	13,000.00
V3	Final Surface - Spitzer & Jack Ct - Bidding & CM	\$	5,000.00
V3	Misc. Engineering & Survey Services	\$	588.75
	<b>Total</b>	<b>\$</b>	<b><u>50,588.75</u></b>

March 21, 2023

Mr. Todd Dowden, Director of Finance

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

Dear Todd:

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

- The **Developer Note # 5 Memorandum of Payment # 5** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$50,600.00** to reimburse itself for monies spent on the project for the period of **November 19, 2022** through **February 28, 2023**
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

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

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



We have reviewed the certification for V3 Companies stating that the work has been completed and materials are in place as indicated on the **Developer Note # 5 Memorandum of Payment # 5**. We have also included invoices from firms noted above for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies that the work has been completed and materials are in place as indicated in the **Developer Note # 5 Memorandum of Payment # 5**, covered by the dates November 19, 2022 through February 28, 2023.

Please contact our office if there are any questions.

Bartlett Village Engineer

*Robert Allen, PE*

Robert Allen, PE

cc: Dan Dinges, P.E., Director of Public Works  
Bryan Mraz, Village Attorney



# Agenda Item Executive Summary

Item Name Emergency Operations Plan Update Committee or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

At the last Committee of a Whole Meeting, Commander Kyle Rybaski and Senior Management Analyst Sam Hughes provided Village President Wallace and the Board of Trustees with an overview of the proposed revisions, adoptions, and developments to the Village of Bartlett's 2023-2025 Emergency Operations Plan (EOP). The EOP is required to be reviewed and submitted every two years. The purpose of the EOP is to provide the most updated basis for a coordinated response before, during, and after a disaster incident affecting the Village of Bartlett. Therefore, the EOP was completely revised and modernized to address current response procedures, required guidelines, and outlining the Village's capabilities and procedures when faced with emergency situations.

## ATTACHMENTS (PLEASE LIST)

Police Department Memorandum

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Motion: I move to approve the Village of Bartlett's 2023-2025 Emergency Operations Plan.

Staff: Kyle Rybaski, Commander/Emergency Management Coordinator Date: 03/21/2023  
Sam Hughes, Senior Management Analyst 03/21/2023

**POLICE DEPARTMENT MEMORANDUM**  
**23-13**

**DATE:** March 21, 2023

**TO:** Paula Schumacher, Village Administrator

**FROM:** Kyle Rybaski, Emergency Management Coordinator

**RE:** Emergency Operations Plan Update

At the last Committee of a Whole Meeting, Commander Kyle Rybaski and Senior Management Analyst Sam Hughes provided Village President Wallace and the Board of Trustees with an overview of the proposed revisions, adoptions, and developments to the Village of Bartlett's 2023-2025 Emergency Operations Plan (EOP).

In accordance with the Illinois Emergency Management Agency (IEMA) guidelines, the Village of Bartlett maintains an EOP. The plan is utilized during a natural or man-made disaster, or an active threat situation. The EOP uses the National Incident Management System (NIMS) created by the Federal Emergency Management Agency (FEMA). It was completely revised and modernized to address current response procedures, required guidelines, and our capabilities and procedures for the Village of Bartlett when faced with emergency situations. The EOP is updated every two years and training is provided.

I have reviewed the plan with Sam Hughes, and we worked with each stakeholder to update it and ensure its accuracy. Each stakeholder signed the Certificate of Acceptance on page 7 and acknowledged the EOP's updates accuracy. The EOP will also be sent to Cook, DuPage, and Kane County.

The following revisions, adoptions, or developments were made to the 2023-2025 EOP:

- Revised the Annex for Direction, Control, and Coordination for Emergency Operation Center
- Developed a Transportation Annex
- Revised the Communications Annex
- Developed an Annex for Public Works and Engineering
- Developed a Debris Management Appendix
- Adopted a Recovery Annex
- Developed a Damage Assessment Appendix

- Revised the Firefighting Annex
- Revised the Mass Care Annex
- Revised the Public Health and Medical Annex
- Developed a Fatality Management Appendix
- Revised the Search and Rescue Annex
- Revised the Oil and Hazardous Material Annex
- Developed an Agriculture and Natural Resources Annex
- Developed an Energy Annex
- Revised the Public Safety and Security Annex
- Revised the Public Information / Joint Information System Annex
- Revised the Disaster Intelligence and Damage Assessment Annex
- Revised the Warning and Emergency Information Annex
- Revised the Evacuation and Population Protection Annex
- Developed a Family Reunification Annex
- Developed a Resource Management and Logistics Annex
- Developed an Active Threat/Shooter Annex
- Adopted a Pandemic/Epidemic Alternative Housing Annex
- Developed a Cyber-Attack Annex
- Developed a Severe Weather Annex
- Revised the Hazardous Materials Annex
- Revised the Continuity of Operations Plan (COOP)
- Revised the Continuity of Government Plan (COOG)

The Village President and/or Village Administrator, Village Attorney, and Village Clerk will need to sign the Letter of Approval on page 4. Additionally, the Village President will need to sign the Letter of Promulgation on page 3 and the Certification of Acceptance on page 7.

We will also distribute copies of the EOP to the individuals and agencies listed on the distribution list on page 8.

**Motion: I move to approve the Village of Bartlett's 2023-2025 Emergency Operations Plan.**



# Agenda Item Executive Summary

Item Name Stearns Road Pump Station Modifications Agreement between Boller Construction Co., Inc. & the Village of Bartlett Committee or Board Board

BUDGET IMPACT			
Amount:	\$1,035,800.00	Budgeted	\$1,100,000.00
List what fund	Water Fund		
EXECUTIVE SUMMARY			
<p>The Stearns Rd. Pump Station Modifications will modify the existing pump station to allow the Village to use the pump station and reservoir for daily operations and allow the existing wells to be used as emergency backup.</p> <p>Bids were opened and read on February 8, 2023 for the Stearns Road Pump Station Modifications. Five (5) bids were received and ranged from \$1,032,000 to \$1,367,875. The low bidder, Integral Construction, Inc., did not meet the requirements per the contract documents of having at least 5 similar projects successfully completed within the past 10 years. They included a letter with their bid stating that they started pursuing and bidding on water/wastewater sector projects in 2022. We checked on the list of water/wastewater projects they submitted and most have not even started construction yet. Based on them not meeting our requirements we reviewed the next lowest bid of \$1,035,800 from Boller Construction Co. Inc. Boller Construction has done many similar projects and has done work with the Village in the past with successful completion. Boller Construction is considered the lowest responsible and responsive bidder.</p> <p>We recommend award of the Stearns Road Pump Station Modifications to Boller Construction Co., Inc.</p>			
ATTACHMENTS (PLEASE LIST)			
Memo, Resolution, CBBEL Recommendation, Contract Agreement			

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2023-\_\_\_\_\_, a Resolution Awarding Contract and Approving the Contract Agreement Between Boller Construction Co., Inc. and the Village of Bartlett for the Stearns Road Pump Station Modifications.

Staff: Dan Dinges, Director of Public Works Date: March 13, 2023

# Memo

DATE: March 13, 2023

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Stearns Road Pump Station modifications

The Stearns Rd. Pump Station Modifications will modify the existing pump station to allow the Village to use the pump station and reservoir for daily operations and allow the existing wells to be used as emergency backup.

Bids were opened and read on February 8, 2023 for the Stearns Road Pump Station Modifications. Five (5) bids were received and ranged from \$1,032,000 to \$1,367,875. The low bidder, Integral Construction, Inc., did not meet the requirements per the contract documents of having at least 5 similar projects successfully completed within the past 10 years. They included a letter with their bid stating that they started pursuing and bidding on water/wastewater sector projects in 2022. We checked on the list of water/wastewater projects they submitted and most have not even started construction yet. Based on them not meeting our requirements we reviewed the next lowest bid of \$1,035,800 from Boller Construction Co. Inc. Boller Construction has done many similar projects and has done work with the Village in the past with successful completion. Boller Construction is considered the lowest responsible and responsive bidder.

We recommend award of the Stearns Road Pump Station Modifications to Boller Construction Co., Inc.

**MOTION:** I move to approve Resolution 2023-\_\_\_\_\_, a Resolution Awarding Contract and Approving the Contract Agreement Between Boller Construction Co., Inc. and the Village of Bartlett for the Stearns Road Pump Station Modifications.

RESOLUTION 2023 – \_\_\_\_\_

**A RESOLUTION AWARDING CONTRACT AND APPROVING THE  
CONTRACT AGREEMENT BETWEEN BOLLER CONSTRUCTION CO., INC. AND  
THE VILLAGE OF BARTLETT FOR THE STEARNS ROAD PUMP STATION  
MODIFICATIONS**

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

**SECTION ONE:** That the contract for the construction of the Stearns Rd. Pump Station Modifications (the "Project") is awarded to Boller Construction Co., Inc. (the "Contractor"), being the lowest responsive and responsible bidder meeting the specifications for the Project.

**SECTION TWO:** The Contract Agreement between Boller Construction Co., Inc. and the Village of Bartlett dated March 21, 2023 (the "Contract Agreement") for the construction of the Project for the sum of \$1,035,800.00 (based on the unit prices set forth in the Contract Documents), a copy of which Contract Agreement is attached hereto as Exhibit A, is hereby approved, and the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Contract Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 21, 2023

APPROVED: March 21, 2023

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

ATTEST:

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

### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - \_\_\_\_\_ enacted on March 21, 2023, and approved on March 21, 2023, as the same appears from the official records of the Village of Bartlett.

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





**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

March 14, 2023

Village of Bartlett  
1150 Bittersweet Drive  
Bartlett, IL 60103

Attention: Mr. Daniel Dinges  
Director of Public Works

Subject: **Stearns Road Pump Station Modifications  
Bidding Analysis and Award Recommendation**  
(CBBEL Project No. 19-0592)

Dear Mr. Dinges:

The Village received bids for the **Stearns Road Pump Station Modifications** project on March 8, 2023, at 10:00 a.m. Five (5) bids were received from potential contractors and were opened and read aloud in the Village Hall Board Room. The attached Tabulation of Bids lists the individual prices the Bidders offered for the line items in the Bid Schedule of Prices which was prepared by CBBEL after the bid opening.

Analysis and Review of Bids Received – Comments for the Three Lowest Bidders:

Bid Amount:

Integral Construction Inc. (submitted the apparent lowest bid amount at):	\$1,032,000.00
Boller Construction Co., Inc. (was second at):	\$1,035,800.00
Independent Mechanical Industries Inc. (was third at):	\$1,063,882.00
<i>CBBEL's Engineer's Opinion of Probable Construction Cost:</i>	<i>\$1,367,875.00</i>

The low bid was 24.6% under the EOPCC and the second low bid was 24.3% under the EOPCC.

Completion of the Bid Documents and Forms:

- Bidder's Acknowledgement of Receipt of **Addendum 1** – All bidders acknowledged receipt of the Addendum.
- Consistency between the "**Bid as Read**" and "**Sum of the Bid Line Items**" from the **Bid Schedule**" – No inconsistency was found for any of the bids.
- Bidder's **Signature** of the Bid Form or Proposal – Each bidder signed their bid.

- Bidder's indication of **Manufacturer or Supplier** to be furnished and installed – Each Bidder indicated which of the listed manufacturers or suppliers in the table in the bid form bidder will utilize for the project.
- Bidder's indication of the **Major Sub-Contractors** (see comments below).
- Bidder's inclusion of **Bid Bond/Bid Security** – All bidders provided a Bid Bond.
- Bidder's inclusion of:
  - **Certification of Site Inspection** – Each Bidder included the signed Certification.
  - **Affidavit of Non-Collusion** - Each Bidder included the signed form.
  - **Bidder Certification in Compliance with Article 33E to the “Criminal Code of 1961”** - Each Bidder included the signed Certification.

**Bidder's Experience/Qualifications:**

The Bidding Documents require the below stated experience and qualifications from Bidders:

*“To demonstrate the Bidder's experience/qualifications, the Bidder shall list herein at least five (5) similar projects equal or greater in capacity which the Bidder has successfully completed within the past ten (10) years.”*

Integral Construction Inc.:

Integral Construction listed no successfully completed similar municipal potable water pump stations projects among the 5 projects they listed for the bidder's experience/qualifications.

Integral provided a letter stating that they started bidding water/wastewater projects in 2022 and provided a list of 7 projects that they have won bids on. It appears that none of those projects have been completed as of the date of this review, and it appears that all 7 projects were sanitary/lift station/wastewater projects with no potable water pump stations included.

Boller Construction Co., Inc.:

Boller has performed work for Bartlett previously and listed multiple municipal potable water pump station rehabilitations/improvements attesting to their experience and qualifications. Additionally, Boller has successfully completed many municipal projects engineered by CBBEL.

Independent Mechanical Industries Inc.:

IMI constructed the Lake Street Pump Station Improvement project for the Village as part of the conversion to Lake Michigan water in 2019. IMI provided a list of 20 projects demonstrating their experience and qualifications to perform the work.

In CBBEL's opinion, Integral Construction Inc.'s bid is **non-responsive** due to their lack of completed municipal potable water pump station experience. Integral listed no similar projects equal or greater in capacity which the Bidder has successfully completed within the past ten (10) years.

Award of the Contract:

From the above analysis of bids, it is CBBEL's opinion that Boller Construction Co., Inc. submitted the low responsive and responsible bid for the **Stearns Road Pump Station Modifications** project in the amount of **One Million Thirty-five Thousand Eight Hundred and 00/100 Dollars (\$1,035,800.00)**.

It is CBBEL's opinion that Award of the **Stearns Road Pump Station Modifications** project to:

**Boller Construction Co., Inc.**  
3045 Washington Street  
Waukegan, IL 60085

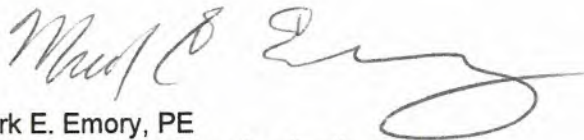
in the amount of:

**One Million Thirty-Five Thousand Eight Hundred and 00/100 Dollars  
(\$1,035,800.00)**

is in the best interest of the Village.

Do not hesitate to contact us if you require further information or have any questions regarding our recommendation for award.

Sincerely,



Mark E. Emory, PE  
Group Lead, Pumping Applications

MEE/pjb

Encl: Tabulation of Bids  
Contract Agreements (unexecuted)

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VILLAGE OF BARTLETT  
 STEARNS ROAD PUMP STATION MODIFICATIONS  
 Bid Opening Date: 3/09/2023 CBREL # 19-4892

Spec. No.	Description	Unit	Quantity	Engineer's Estimate of Cost		Integral Company, Inc.		Boiler Construction Company, Inc.		Independent Mechanical Industries, Inc.		Gasfill & Walton Company, Inc.		Joseph J. Henderson & Son, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
01 10 0001	Mobilization, Demobilization & Contract Administration	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 67,500.00	\$ 67,500.00	\$ 50,000.00	\$ 50,000.00	\$ 117,400.00	\$ 117,400.00	\$ 99,000.00	\$ 99,000.00	\$ 54,000.00	\$ 54,000.00
01 10 0002	Incidental Work - Excavatory Dig, Concrete Pads, Closures, & Cover Openings, Compartment for Chlorine Gas Openings	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 19,800.00	\$ 19,800.00	\$ 41,700.00	\$ 41,700.00	\$ 79,000.00	\$ 79,000.00	\$ 35,000.00	\$ 35,000.00	\$ 148,000.00	\$ 148,000.00
01 55 0001	Demolition	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 28,851.00	\$ 28,851.00	\$ 91,300.00	\$ 91,300.00	\$ 95,000.00	\$ 95,000.00	\$ 60,000.00	\$ 60,000.00	\$ 33,000.00	\$ 33,000.00
09 00 0001	Painting	LS	1	\$ 17,000.00	\$ 17,000.00	\$ 42,560.00	\$ 42,560.00	\$ 16,700.00	\$ 16,700.00	\$ 18,700.00	\$ 18,700.00	\$ 15,000.00	\$ 15,000.00	\$ 47,000.00	\$ 47,000.00
11 14 0001	Sodium Hypochlorite System	LS	1	\$ 48,000.00	\$ 48,000.00	\$ 44,812.00	\$ 44,812.00	\$ 62,500.00	\$ 62,500.00	\$ 47,000.00	\$ 47,000.00	\$ 53,000.00	\$ 53,000.00	\$ 41,000.00	\$ 41,000.00
22 41 0001	Plumbing	LS	1	\$ 48,000.00	\$ 48,000.00	\$ 53,648.00	\$ 53,648.00	\$ 16,700.00	\$ 16,700.00	\$ 81,325.00	\$ 81,325.00	\$ 10,000.00	\$ 10,000.00	\$ 16,000.00	\$ 16,000.00
23 71 0001	HVAC	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 76,400.00	\$ 76,400.00	\$ 67,200.00	\$ 67,200.00	\$ 65,850.00	\$ 65,850.00	\$ 78,000.00	\$ 78,000.00	\$ 44,000.00	\$ 44,000.00
26 00 2001	Wall 4 Sluice 300 Hp	LS	1	\$ 38,500.00	\$ 38,500.00	\$ 17,920.00	\$ 17,920.00	\$ 32,200.00	\$ 32,200.00	\$ 29,000.00	\$ 29,000.00	\$ 34,000.00	\$ 34,000.00	\$ 22,000.00	\$ 22,000.00
26 00 2002	Wall 6 Sluice 40 Hp	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 8,960.00	\$ 8,960.00	\$ 4,000.00	\$ 4,000.00	\$ 3,900.00	\$ 3,900.00	\$ 6,000.00	\$ 6,000.00	\$ 14,000.00	\$ 14,000.00
26 00 2003	Transformer TR-1	LS	1	\$ 5,400.00	\$ 5,400.00	\$ 4,480.00	\$ 4,480.00	\$ 5,700.00	\$ 5,700.00	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00
26 00 2004	Safety Switches	LS	1	\$ 14,000.00	\$ 14,000.00	\$ 29,120.00	\$ 29,120.00	\$ 7,300.00	\$ 7,300.00	\$ 6,500.00	\$ 6,500.00	\$ 8,500.00	\$ 8,500.00	\$ 34,000.00	\$ 34,000.00
26 05 1001	Low Voltage Conductors and Cables, (includes Control Conductors and Cables)	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 69,440.00	\$ 69,440.00	\$ 34,400.00	\$ 34,400.00	\$ 31,800.00	\$ 31,800.00	\$ 30,000.00	\$ 30,000.00	\$ 73,000.00	\$ 73,000.00
26 05 2001	Grounding for Electrical Service	LS	1	\$ 37,000.00	\$ 37,000.00	\$ 2,240.00	\$ 2,240.00	\$ 2,400.00	\$ 2,400.00	\$ 7,450.00	\$ 7,450.00	\$ 3,500.00	\$ 3,500.00	\$ 8,000.00	\$ 8,000.00
26 05 3301	Railways and Boxes	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 94,000.00	\$ 94,000.00	\$ 74,300.00	\$ 74,300.00	\$ 66,000.00	\$ 66,000.00	\$ 74,000.00	\$ 74,000.00	\$ 96,000.00	\$ 96,000.00
26 09 0001	Controls, Instrumentation and SCADA	LS	1	\$ 62,000.00	\$ 62,000.00	\$ 68,320.00	\$ 68,320.00	\$ 49,300.00	\$ 49,300.00	\$ 59,400.00	\$ 59,400.00	\$ 72,000.00	\$ 72,000.00	\$ 71,000.00	\$ 71,000.00
26 09 0002	VFD's	LS	1	\$ 58,000.00	\$ 58,000.00	\$ 61,040.00	\$ 61,040.00	\$ 59,800.00	\$ 59,800.00	\$ 53,600.00	\$ 53,600.00	\$ 68,000.00	\$ 68,000.00	\$ 64,000.00	\$ 64,000.00
26 24 1601	MCP-1 & LP-1	LS	1	\$ 27,000.00	\$ 27,000.00	\$ 59,400.00	\$ 59,400.00	\$ 27,800.00	\$ 27,800.00	\$ 25,000.00	\$ 25,000.00	\$ 29,000.00	\$ 29,000.00	\$ 54,000.00	\$ 54,000.00
26 24 1602	Power Monitor and Surge Protector	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 6,720.00	\$ 6,720.00	\$ 4,100.00	\$ 4,100.00	\$ 3,700.00	\$ 3,700.00	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00
26 48 0001	Air Flush Study	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 11,200.00	\$ 11,200.00	\$ 27,300.00	\$ 27,300.00	\$ 24,450.00	\$ 24,450.00	\$ 30,000.00	\$ 30,000.00	\$ 16,000.00	\$ 16,000.00
26 60 2001	Electrical Service/Coordination	LS	1	\$ 38,475.00	\$ 38,475.00	\$ 58,240.00	\$ 58,240.00	\$ 99,500.00	\$ 99,500.00	\$ 89,200.00	\$ 89,200.00	\$ 100,000.00	\$ 100,000.00	\$ 62,000.00	\$ 62,000.00
33 42 0001	Pump 1 & Pump 2	LS	1	\$ 145,000.00	\$ 145,000.00	\$ 122,200.00	\$ 122,200.00	\$ 138,300.00	\$ 138,300.00	\$ 105,000.00	\$ 105,000.00	\$ 188,000.00	\$ 188,000.00	\$ 124,000.00	\$ 124,000.00
33 42 0001	Piping & Piping Accessories	LS	1	\$ 255,000.00	\$ 255,000.00	\$ 59,380.00	\$ 59,380.00	\$ 94,800.00	\$ 94,800.00	\$ 51,957.00	\$ 51,957.00	\$ 88,000.00	\$ 88,000.00	\$ 173,000.00	\$ 173,000.00
33 42 0002	Valves	LS	1	\$ 66,000.00	\$ 66,000.00	\$ 36,960.00	\$ 36,960.00	\$ 61,400.00	\$ 61,400.00	\$ 37,150.00	\$ 37,150.00	\$ 90,000.00	\$ 90,000.00	\$ 96,000.00	\$ 96,000.00
				<b>Total</b>	<b>\$ 1,367,875.00</b>	<b>\$ 1,032,000.00</b>	<b>\$ 1,032,000.00</b>	<b>\$ 1,032,000.00</b>	<b>\$ 1,032,000.00</b>	<b>\$ 1,063,882.00</b>	<b>\$ 1,063,882.00</b>	<b>\$ 1,188,500.00</b>	<b>\$ 1,188,500.00</b>	<b>\$ 1,317,000.00</b>	<b>\$ 1,317,000.00</b>

SECTION 00 52 43

CONTRACT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **Village of Bartlett** hereinafter called "Owner", and **Boller Construction Co.**, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Owner has heretofore, solicited Bids for all the Work and improvements and for the doing of all things included within the hereinafter specified and related to the **Stearns Road Pump Station Modifications**.

WHEREAS, Owner did on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, find that Contractor was the lowest responsible bidder for hereinafter specified Work and did award Contractor a contract for said Work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I – WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his/her own cost and expense, to do all the Work and to furnish all the labor, materials, equipment and other property necessary to perform and complete all the Work and improvements required for and related to the **Stearns Road Pump Station Modifications** all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said Work, and to do, at his/her own cost and expense, all other things required of the Contractor by said Contract Documents for said Work.

All Work shall be performed in accordance with applicable laws and government agency regulations and rules; Authorities having jurisdiction; OSHA regulations and rules; and any applicable rules and regulations of the **State of Illinois** or **DuPage County** agencies. Furthermore, and as related to the Work, the Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

ARTICLE II – CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Instructions to Bidders

2. Bidding Requirements
3. Bid Form
4. This Contract Agreement
5. General Conditions of the Contract
6. Supplementary Conditions
7. Contract Specifications
8. Contract Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing Documents.
10. Any and all other Documents or Papers included or referred to in the foregoing Documents.
11. Any and all Addenda to the foregoing.

### ARTICLE III – CONTRACT PRICE

The Contractor agrees to receive and accept the following total lump sum bid price (and as may be adjusted for unit price work actually performed) as full compensation for furnishing all materials and equipment and for doing all the Work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the Owner, and for all risks of every description connected with the Work; also for well and faithfully completing the Work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents, to wit:

Owner agrees to pay Contractor for performance of Work in accordance with the Contract Documents in current funds as follows:

Total Contract Price of One Million Thirty-Five Thousand Eight Hundred Dollars  
(\$ 1,035,800.00 ). (in writing)  
(in figures)

### ARTICLE IV – CONTRACT TIME

The Work of this Contract shall include all Work in accordance with the Contract Documents prescribed and specified and as related to the **Stearns Road Pump Station Modifications**. The Work of this Contract shall to be completed within **620 consecutive calendar days** from the date which the Notice to Proceed is issued. The Contractor agrees to commence Work under this Contract within **ten calendar days** after the receipt from the Owner of a fully executed Agreement and Notice to Proceed and to fully complete all Work included in this Contract to the point of final acceptance by the Owner within the previously specified time period.

#### ARTICLE V – LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed by the Owner in writing. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER, and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$500.00 for each calendar day** that expires after the specified completion time for the installation of the temporary variable that expires after the specified completion time for the Work until the Work is completed and Final Acceptance is made by the Owner. In addition, the Contractor agrees that additional liquidated damages shall be paid to the Owner as applicable and in accordance with Section 01 31 10 of the Specifications and/or other provisions of the Contract Documents.

#### ARTICLE VI – PAYMENTS TO CONTRACTOR

General: Owner agrees with said Contractor to employ and does hereby employ, the said Contractor to provide the materials and do all the Work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the Total Contract Price aforesaid and hereby contracts to pay the same at the time, in the manner and upon the condition set forth or referred to hereinafter; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

Waiver of Lien. The Contractor shall submit Partial Waivers of Lien acceptable to the OWNER prior to receiving his/her monthly payment and a Final Waiver of Lien before receiving his/her final payment. Three (3) originally signed copies of each of these Waivers shall be delivered to the ENGINEER together with the Contractor's application for payment. A Partial and Final Waiver of Lien shall also be required from each subcontractor and material supplier before a partial or final payment is made.

Application for Payment: CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the fifteenth day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.1 of the General Conditions. Waivers of Lien shall be provided with each pay request.

Retention of Payment: Retention for payment shall be as follows: For the first 50 percent of completed Work, there shall be deducted 10 percent to be retained until after the completion of the entire Work to the satisfaction of the Owner. After 50 percent or more of the Work is completed, the Owner may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made and provided that the amount retained is not less than 5 percent of the total adjusted Contract Price.

Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Paragraph 15.06.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed the day and year first above written.

**BOLLER CONSTRUCTION CO.**

Contractor

By \_\_\_\_\_

(SEAL)

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
TITLE: \_\_\_\_\_

**VILLAGE OF BARTLETT**

Owner

By \_\_\_\_\_

(SEAL)

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
TITLE: \_\_\_\_\_



IMPORTANT

NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above, together with the signatures of all partners; and if the contractor is an individual, his/her signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

END OF SECTION



# Agenda Item Executive Summary

Item Name Biosolids Disposal Service Agreement Award Committee or Board Board

## BUDGET IMPACT

Amount:	\$ 97,020.00/annually	Budgeted	\$100,000.00/annually
List what fund	Sewer		

## EXECUTIVE SUMMARY

The biosolids that come from the treatment plant must get hauled off and disposed of properly. Village staff looked at two different options. The first one was continuing to use sludge hauling with daily/weekly trailer disposal and the second consisting of storing sludge in the storage building for pickup twice a year, located at the wastewater treatment plant.

Due to the original contract expiring March 31, 2023, staff sent out a Notice to Bidders in the Daily Herald on February 22, with bids to be returned on March 8<sup>th</sup> at 10:00 a.m. Two (2) bids were returned and prices ranged \$97,020.00 to \$107,604.00. Synagro Central, LLC. was the low bidder once again. A bid tab is attached for review. If awarded, Synagro Central, LLC will continue their service for the wastewater treatment facility. This is a five-year contract that is renewed annually with the contractor.

## RECOMMENDATION

Staff recommends awarding the 5-year sludge hauling contract to Synagro Central, LLC.

## ATTACHMENTS (PLEASE LIST)

Memo  
Bid Tab  
Resolution  
Agreement

## ACTION REQUESTED

For Discussion Only

✓ Resolution

Ordinance

✓ Motion: MOVE TO APPROVE RESOLUTION # 2023-\_\_\_-R, A RESOLUTION APPROVING OF THE CONTRACT FOR THE BIOSOLIDS DISPOSAL SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SYNAGRO CENTRAL, LLC.

Staff: Dan Dinges, Director of Public Works

Date: 3/13/23

# Memo

DATE: March 13, 2023

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Biosolids Disposal Service Agreement

The biosolids that come from the treatment plant must get hauled off and disposed of properly. Village staff looked at two different options. The first one was continuing to use sludge hauling with daily/weekly trailer disposal and the second consisting of storing sludge in the storage building for pickup twice a year, located at the wastewater treatment plant.

Due to the original contract expiring March 31, 2023, staff sent out a Notice to Bidders in the Daily Herald on February 22, with bids to be returned on March 8th at 10:00 a.m. Two (2) bids were returned and prices ranged \$97,020.00 to \$107,604.00. Synagro Central, LLC was the low bidder once again. A bid tab is attached for review. If awarded, Synagro Central, LLC will continue their service for the wastewater treatment facility. This is a five-year contract that is renewed annually with the contractor.

## **RECOMMENDATION**

Staff recommends awarding the 5-year sludge hauling contract to Synagro Central, LLC.

**MOTION:** I MOVE TO APPROVE RESOLUTION # 2023-\_\_\_-R, A RESOLUTION APPROVING OF THE CONTRACT FOR THE BIOSOLIDS DISPOSAL SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SYNAGRO CENTRAL, LLC.



VILLAGE OF BARTLETT

Biosolids Disposal by Land Application

**BID TABULATION**

March 8, 2023

Item No.	Items	Quantity	Unit	Unit Price	Total	Unit Price	Total
1A	Trailer Pick-Up and Haul Off	4,200	Cu. Yd	\$23.10	\$97,020.00	\$36.00	\$151,200.00
1B	<b>5-Year Contract Service*</b>			<b>\$485,100.00</b>		<b>\$756,000.00</b>	
ALTERNATE 1							
2A	Semi-Annual Bulk Pick Up	4,200	Cu. Yd	\$25.62	\$107,604.00	\$28.00	\$117,600.00
2B	<b>5-Year Contract Service*</b>			<b>\$538,020.00</b>		<b>\$588,000.00</b>	

\*Price May Increase per CPI Annually

Synagro  
435 Williams Ct, Suite 100  
Blatimore, MD 21220

Stewart Spreading, Inc.  
3870 N. Rt 71  
Sheridan, IL 60551

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

**A RESOLUTION APPROVING OF THE CONTRACT FOR THE BIOSOLIDS DISPOSAL SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SYNAGRO CENTRAL, LLC**

---

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

**SECTION ONE:** The Contract for the Annual Biosolids Disposal Service in the Village of Bartlett, dated March 21, 2023 between the Village of Bartlett and Synagro LLC. (the "Contract"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 21, 2023

APPROVED: March 21, 2023

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - \_\_\_\_\_ enacted on March 21, 2023 and approved on March 21, 2023, as the same appears from the official records of the Village of Bartlett.

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

## BARTLETT BIOSOLIDS DISPOSAL SERVICE AGREEMENT

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This Bartlett Biosolids Disposal Service Agreement (the "Agreement") is entered as of this 21<sup>st</sup> day of March, 2023 between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Synagro Central, LLC (the "Contractor") (collectively, the "Parties").

### WITNESSETH:

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

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

1. **Service Work.**

A. The proposed work includes, but is not limited to, the disposal of mechanically dewatered biosolids produced in the treatment of domestic wastewater throughout the Term and any Extended Term, in strict accordance with the Contract Documents (hereinafter defined) and sometimes hereinafter alternatively referred to herein as the "Project" or the "Service Work".

B. Contract Documents mean and include: (i) this Agreement; (ii) Bid Documents for Biosolids disposal Services for the Village of Bartlett, including but not limited to (a) Invitation to Bid, (b) Instructions to Bidders, (c) Bid Proposal form, (d) Bid Schedule, (e) Bid Conditions, (f) General Conditions of the Contract; and (g) the Contractor's Bid Proposal and Documents, which documents are expressly incorporated herein by reference and are collectively referred to herein as the "Contract Documents". In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any of the other Contract Documents, the terms and conditions of this Contract shall control. In the event of any conflict between the terms and conditions of any of the other Contract Documents, the most stringent requirements as determined by the Village shall control.

2. **Renewable Contract and Term.** This Contract shall have an initial term of one year from the effective date (the "Initial Term"); provided, however, if no written notice is provided by either party of its intention not to renew, is given at least sixty (60) days before the end of the Initial Term, this Contract shall automatically be extended for an additional one year (the "First Extension Term". If no written notice is provided by either party of its intention not to renew at least sixty (60) days before the end of the First

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

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

A. All payments under the Agreement shall be payable monthly based on a monthly invoice for the Service Work equal to one-half (1/2) of the annual cost based on (1) the Price per Collection per cubic yard of sludge set forth in the Contractor's Proposal (collectively, the "Contract Sum"). The price per Collection per Dwelling, Quantity per Year, and Annual Dwelling Unit Price shall remain the same for each year of the Extended Term, if extended, in accordance with Section 2 of this Agreement. The Village does not guaranty the accuracy of the estimated Cubic Yards for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to the estimated Number of Units exceeding or being less than the actual Number of Units.

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

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



D. The Prevailing Wage Act (820 ILCS 130/01, *et seq.*)

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

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

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

7. **Taxes.** The Village is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

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

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

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

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

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

13. **Delays in Service.** Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Price per Collection per Cubic Yard, Quantity per year as a result of any delays in the progress of the Service Work. The Contractor's sole remedy for delay shall be an extension of time. If the Contractor, but for a delay not within the Contractor's control, would have completed the Service Work in accordance with the Scope of Work, Biosolids disposal Dates for 2023 set forth in the Detailed Performance Specifications and the Bidder's Schedule set forth in the Contract Documents, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Service Work, except for remedies Contractor may be entitled to under the Prompt Payment Act (50 ILCS 505/).

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

its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

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

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

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

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

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

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

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

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

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

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

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

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

G. That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any

Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

**22. Miscellaneous.**

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

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

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

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

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

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

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

Dated:

Dated:

VILLAGE OF BARTLETT

SYNAGRO CENTRAL, LLC

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

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

Attest:

Attest:

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

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



# Agenda Item Executive Summary

Construction Engineering Services Agreement  
with Christopher B. Burke Engineering, Ltd. For Committee  
Item Name Stearns Road Pump Station Modifications or Board Board

BUDGET IMPACT			
Amount:	\$65,000	Budgeted	\$75,000
List what fund	Water Fund		
EXECUTIVE SUMMARY			
<p>This agreement is for the construction engineering services for the modifications at the Stearns Rd. pump station. Christopher B. Burke Engineering, Ltd. (CBBEL) did the design for the modifications and completed design and construction engineering for the Lake Michigan transition for us. We believe they are most familiar with this portion of the improvements.</p> <p>We recommend award of the Construction Engineering Services Agreement with CBBEL.</p>			
ATTACHMENTS (PLEASE LIST)			
Memo, Resolution, Christopher B. Burke Engineering, Ltd. Contract			

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2023-\_\_\_\_\_, a Resolution Approving the Construction Engineering Services Agreement With Christopher B. Burke Engineering, Ltd.

Staff: Dan Dinges, Director of Public Works Date: 03/10/23

# Memo

DATE: March 10, 2023

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Christopher B. Burke Engineering Ltd. Construction Engineering Services Agreement

This agreement is for the construction engineering services for the modifications at the Stearns Rd. pump station. Christopher B. Burke Engineering, Ltd. (CBBEL) did the design for the modifications and completed design and construction engineering for the Lake Michigan transition for us. We believe they are most familiar with this portion of the improvements.

We recommend award of the Construction Engineering Services Agreement with CBBEL.

**Motion:** I move the Village Board approve Resolution 2023 - \_\_\_\_\_, a Resolution approving the Construction Engineering Services Agreement with Christopher B. Burke Engineering, Ltd.



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

**A RESOLUTION APPROVING THE CONSTRUCTION ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CHRISTOPHER B. BURKE ENGINEERING LTD.**

---

**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 Engineering Services Agreement dated February 23, 2023 for the Stearns Road Pump Station Modifications (the "Project Work") in the amount of \$65,000, as set forth in the agreement attached hereto and incorporated herein, is hereby awarded to Christopher B. Burke Engineering Ltd. subject to the terms and conditions of the defined Agreement.

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

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** March 21, 2023

**APPROVED:** March 21, 2023

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

**ATTEST:**

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

### **C E R T I F I C A T I O N**

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - \_\_\_\_\_ enacted on March 21, 2023 and approved on March 21, 2023 as the same appears from the official records of the Village of Bartlett.

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



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

February 23, 2023

Village of Bartlett  
1150 Bittersweet Drive  
Bartlett IL 60103

Attention: Daniel Dinges  
Director of Public Works

Subject: Proposal for Professional Engineering Services  
Services During Construction  
**Stearns Road Pump Station Modifications**

Dear Mr. Dinges:

In response to your request, Christopher B. Burke Engineering Ltd. (CBBEL) is submitting this Proposal for Professional Engineering Services During Construction for the **Stearns Road Pump Station Modifications** project. Included below is our Understanding of the Assignment, Scope of Services and Engineering Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

CBBEL is well qualified to provide Engineering Services During Construction of the **Stearns Road Pump Station Modifications** project. CBBEL designed the project and has provided the engineering services to the Village for the planning, design and construction of the Village's major water facilities including the Lake Michigan Water Receiving Station and Lake Street Pump Station Upgrades. From this background and our water system modeling we have valuable knowledge of the project, work site, history, and the functioning of the Village's potable water facilities. Our Mechanical / Electrical Engineering Department has over 12 experienced staff members that cover civil, mechanical, and electrical engineering disciplines.

**SCOPE OF SERVICES**

CBBEL will provide construction observation services per the following tasks:

**Task 1 – Meetings:** CBBEL will attend:

- Pre-award meeting
- Preconstruction meeting for purposes of reviewing Contractor's construction schedule and sequence(s) including demolition techniques; listing of materials and equipment submittals; general correspondence procedures; site access; staging areas required (on and off site); subcontractors; submittals for payment. Shop drawing review procedures will also be discussed and in particular, the Contractor will be advised that material and equipment are not to be installed prior to completion of the shop drawing review process.
- Contractor's weekly progress meetings
- Coordination Meetings with the Contractor and ComEd
- Village Board and Committee Meetings as requested by Village Staff

**Task 2 – Submittal Review:** CBBEL will provide services to review information and data submitted by the Contractor. Services will include the following:

- Log all Contractor data received and maintain a log book of shop drawings and submissions so as to track the status of submittals.
- Review Contractor's submittals for compliance with the intent of the Contract Documents.
- Prepare shop drawing review correspondence providing Contractor with our review comments.
- Notify the Village of deficiencies, deviations or substitutions. With the notification, provide the Village with an opinion for acceptance or denial, and request direction from the Village regarding deviation or substitution.
- Advise the Village when disapprovals may be necessary due to failing to conform to the Contract Documents.

**Task 3.A. – Construction Observation – Office/Administrative Activities:**

CBBEL will provide engineering office services to perform the following duties:

**Office:**

- Provide office support related to interpretation of Contract Documents.
- Maintain office files of project correspondence, payment requests and change orders.
- Provide clarification(s) related to the intent of the Contract Documents.
- Prepare payment requisitions and change orders for the Village approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations.
- Upon the Contractor's completion of its contract duties, prepare recommendation for final payment and project approval.
- Review Contractor's O&M Manuals

**Task 3.B. – Construction Observation – Field Activities:**

CBBEL will provide a non-full time Resident Engineer (RE) who will perform the following duties:

**Field:**

- When on-site, observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Resident Engineer will keep the Village informed of the progress of the work.
- Review the Contractor's schedule at construction conferences and compare actual progress of work to Contractor's proposed construction schedule.
- Review Contractor's procedure for maintaining record drawings and field changes which may occur during the course of work.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original Contract Documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
- When on site, record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in a field diary.
- When on site, keep a daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- Prior to final walk through, submit to the Contractor a list of observed items (punch list) requiring correction.
- Verify that punch list items have been addressed and corrections have been made.
- Coordinate and conduct the final walk through with the Village, prepare a final punch list (if required).
- Verify that all the items on the final punch list have been corrected and make recommendations to the Village concerning acceptance of the project.
- Except upon written instructions of the Village, the Resident Engineer or subconsultant Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of their obligations.
- Attend Contractor's weekly progress meetings.

CBBEL shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work since these are solely the Contractor's responsibility under the contract for construction.

**PROJECT SCHEDULE**

Tasks 1, 2, and 3 will be provided in conjunction with the Award, the Contract Time allowance and Contractor's performance of the Construction Contracts.

**ENGINEERING FEE**

CBBEL proposes to provide the proposed Engineering Services defined under the Scope of Services, for the amounts as indicated below.

<i>Professional Engineering Services During Construction</i>	
Task	Fee
Task 1 – Meetings	\$4,500.00
Task 2 – Submittal Review	\$22,000.00
Task 3.A. – Construction Observation – Office Services	\$12,000.00
Task 3.B. – Construction Observation – On Site Services	\$25,000.00
Direct Costs	\$1,500.00
Total	\$65,000.00

We will bill you at the hourly rates specified on the attached Schedule of Charges for Professional Services and establish our contract in conformance with the attached General Terms and Conditions, both of which are expressly incorporated into and are an integral part of this contract for Professional Engineering Services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

  
Michael E. Kerr, PE  
President

Encl.: Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS  
ACCEPTED FOR THE VILLAGE OF BARTLETT

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

MEE/mee/pjb  
N:\PROPOSALS\ADMIN\2023\Bartlett Stearns Rd ConstObservation r1.022323.docx

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
STANDARD CHARGES FOR PROFESSIONAL SERVICES  
JANUARY 2023**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120
 <u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2023.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the



resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the



Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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# Agenda Item Executive Summary

Item Name Yummy Poke 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 MMR10, Inc. DBA Yummy Poke.			
Yummy Poke 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.			
A new Class B liquor license does not need to be created due to Pietanza's not renewing their Class B liquor license.			
ATTACHMENTS (PLEASE LIST)			
Staff Memo Dated 03/14/2023 Class B Liquor License Application Floor plan Proof of Insurance Corporate documents Copy of Lease Agreement Surety Bond Basset Training Certificate 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 MMR10, Inc. DBA Yummy Poke.

Staff: Samuel Hughes Date: 03/14/2023  
Senior Management Analyst

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** March 14, 2023  
**Re:** Class B Liquor License Application

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Attached for your consideration is the liquor license application submitted by MMR10 Inc. DBA Yummy Poke located at 164 Bartlett Plaza.

Yummy Poke 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. Streets of Bartlett was approved for a blanket special use which included serving alcohol.

A new Class B liquor license does not need to be created due to Pietanza's not renewing their Class B liquor license.

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

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

## Motion

I move to approve the Class B Liquor License application submitted by MMR10 Inc. DBA Yummy Poke.



## LQ-23-2

Liquor License

**Status:** Active

**Date Created:** Jan 25, 2023

### Applicant

Manny Rafidia  
tscrmadison@gmail.com  
134 BARTLETT PLZ  
BARTLETT, Illinois 60103  
8479219200

### Business Information

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

No

**Is this a renewal or new liquor license application?**

New application

**Name of Business (DBA)**

Yummy Poke

**Entity Type**

Corporation

**Corporation or LLC Name**

MMR10, Inc.

**Corporation Registered Agent**

Munir Rafidia

**Date Corporate Charter was issued**

09/21/2022

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

100

**Business Phone Number**

847-921-9200

**Primary Business Email Address**

tscrmadison@gmail.com

**Federal Employer Identification Number**

[Redacted]

**Nature of Business**

Restaurant

**Floor Plan**



164 YUMMY POKE LAYOUT.pdf

Uploaded by Manny Rafidia on Jan 23, 2023 at 8:00 am

**Retailer Occupational/Sales Tax Number**

[Redacted]

**Number of Employees**

4

**Certificate of Good Standing**



ASSUMED NAME FILING 01-13-23.pdf

Uploaded by Manny Rafidia on Jan 19, 2023 at 7:04 am

**Articles of Incorporation**



ARTICLES OF INC 09-21-22.pdf

Uploaded by Manny Rafidia on Jan 19, 2023 at 7:02 am

Provide proof of filing a certificate to transact business under an assumed name for the Partnership with the County Clerk of the country in which the business is or will be located and in which the partnership conducts or intends to conduct business as required under the Assumed Business Name Act (805 ILCS 405/0.01).

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

Yes

A separate video gaming license application must be submitted.

**Corporate Officers**

**Name**

MUNIR RAFIDIA

**Corporate Role**

Officer

**Percentage of total stock held**

[Redacted]

**Residential Address**

[Redacted]

**Birth date**

[Redacted]

**Additional Business Information**

**Copy of Deed or Lease**



164 YUMMY POKE LEASE.pdf

Uploaded by Manny Rafidia on Jan 23, 2023 at 8:01 am

**Certificate of Registration**



IBT IDENTIFICATION.pdf

Uploaded by Manny Rafidia on Jan 23, 2023 at 8:01 am

**Copy of County Health Permit**



NA.pdf

Uploaded by Manny Rafidia on Jan 23, 2023 at 8:02 am

**Other Locations**

NO

**Previous Addresses**

NONE

**Has your business license ever been revoked?**

No

**Criminal History**

NO

**Municipal Violation History**

NONE

**Consumer Fraud Complaint**

NO

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

0

**Liquor License Application**

Descriptions of the various liquor license types can be found at Barlett Municipal Code - Chapter 3 ([https://codelibrary.amlegal.com/codes/bartlett/il/latest/bartlett\\_il/0-0-0-1583](https://codelibrary.amlegal.com/codes/bartlett/il/latest/bartlett_il/0-0-0-1583)). If you have additional questions, call 630-837-0800.

**Type of Liquor License Requested**

Class B

**Does applicant seek a liquor license on the premises as a restaurant?**

Yes

If you will be operating as a restaurant, are the premises:

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

Yes

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

Yes

**What is the seating capacity of the restaurant?**

12

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

No

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

**Name of Liquor Manager**

Munir Rafidia

**Home address:**



**Position held by the Liquor Manager in the business**  
Manager

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

No

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

Yes

All Liquor Managers must be fingerprinted by the Bartlett Police Department before a license can be approved. Please have them complete the Liquor License Manager application and call 630-837-0800 to schedule their fingerprinting.

### **Emergency Contacts**

Please provide contact information of personnel that have keys to the business in case first responders need access to the building during non-business hours.

**Secondary contact**

Manny Rafidia

**Primary contact**

Manny Rafidia

**Primary contact phone number**

847-921-9200

**Secondary contact phone number**

847-921-9200

### **AFFIDAVIT**

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this



license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as may be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code. I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

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

Munir Rafidia

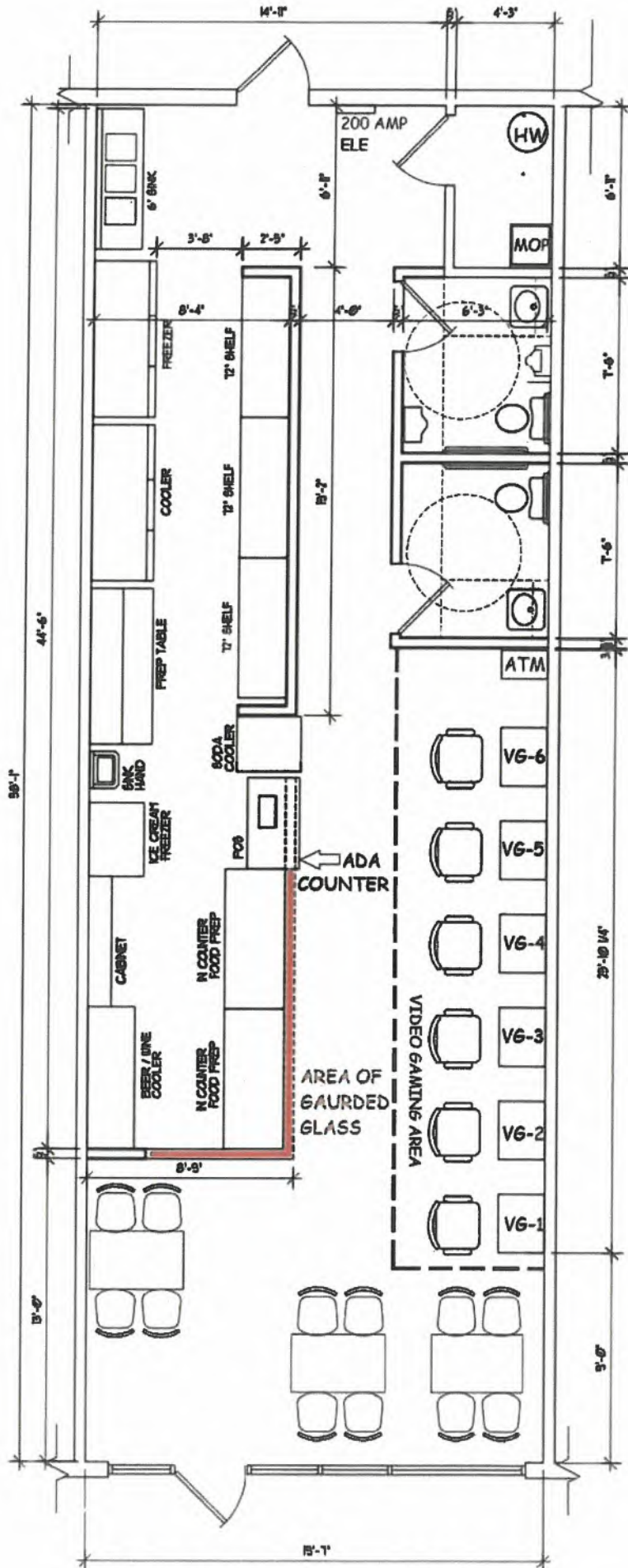
01/23/2023

**The business applying for this license has a Certificate of Occupancy issued by the Village of Bartlett Planning & Development Services Department.**



**I hereby certify that as the applicant, I**  
am the owner of the business.

**Staff Use Only**



**164 BARTLETT PLZ - 1,200 SF**  
**VIMMY POKE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Assurance Choice Agency 2521 Ridge Road  Lansing IL 60438		<b>CONTACT NAME:</b> Aiman Batarseh <b>PHONE (A/C No. Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C No.):</b> (708)926-2663	
<b>INSURED</b> MMR10, INC. DBA YUMMY POKE 164 BARTLETT PLZ  BARTLETT IL 60103		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> STATE AUTO <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		163935019J	01/19/2023	01/19/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<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		163935019J	01/19/2023	01/19/2024	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured for General Liability: Village of Bartlett, its local liquor commissioner, president and board of trustees, all of its elected or appointed officials, employees and any volunteers while acting on behalf of Village and the licensee. 30 Day Notice of Cancellation applies.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Bartlett  228 S Main St,  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 
---	---

Fax: ACORD 25 (2016/03)  
 Email:

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Form **BCA-4.15/4.20**

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

**FILE # 73936195**

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

Filing Fee: 60.00  
Approved: MAP

**FILED**  
**Jan 13, 2023**  
**Alexi Giannoulis**  
**Secretary of State**

1. Corporate Name: MMR10, INC.

2. State of Incorporation: ILLINOIS

3. Date Incorporated/Qualified: 09/21/2022

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

YUMMY POKE

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 09/01/2025, 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: Jan 13, 2023

Exact Name of the Corporation:  
MMR10, INC.

MUNIR RAFIDIA

Authorized Officer's Name

PRESIDENT

Title



Theresa Slovick <tscrmadison@gmail.com>

## REG-1, Illinois Business Registration Application

1 message

"MyTax Illinois" <REV.DoNotReply@illinois.gov> <REV.DoNotReply@illinois.gov>

Tue, Jan 17, 2023 at 12:04 PM

To: tscrmadison@gmail.com

**Your REG-1, Illinois Business Registration Application, for MMR10, INC. has been processed by the Illinois Department of Revenue and Illinois Department of Employment Security. The following tax types have been added to your account:**

Account Type	Account ID/License no.
--------------	------------------------

IL Business Income Tax	
------------------------	--

Unemployment Insurance	
------------------------	--

IL Withholding Income Tax	\$
---------------------------	----

If applicable, you will be issued an Illinois Business Authorization certificate that you can view and print from your MyTax Illinois account.

Now that your business registration application is processed, you can activate your MyTax Illinois account.

**Note:** You must allow one full business day after receiving this email before clicking on the link below and providing the necessary activation information.

[Click here to activate your MyTax Illinois account](#)

Do not reply to this email. You will not receive a response. If you have questions, please visit our website at [tax.illinois.gov](http://tax.illinois.gov), call us at 217 785-3707, or email us at [REV.centreg@illinois.gov](mailto:REV.centreg@illinois.gov).

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

Filing Fee: \$150

File #: [REDACTED]

Approved By: BLA

**FILED**  
**SEP 21 2022**  
**Jesse White**  
**Secretary of State**

1. Corporate Name: MMR10, INC.

2. Initial Registered Agent: MUNIR RAFIDIA  
First Name Middle Initial Last Name

Initial Registered Office: 134 BARTLETT PLZ  
Number Street Suite No.  
BARTLETT IL 60103-4234 COOK  
City ZIP Code County

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

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
<u>COMMON</u>	[REDACTED]	[REDACTED]	[REDACTED]

**NAME & ADDRESS OF INCORPORATOR**

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

Dated SEPTEMBER 21, 2022  
Month & Day Year

MUNIR RAFIDIA  
Name

134 BARTLETT PLZ  
Street

BARTLETT IL 60103  
City/Town State ZIP Code

# STORE LEASE

CAUTION: Consult a lawyer before using or acting under this form. *Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.*

Above Space for Recorder's use only

TERM OF LEASE		DATE OF LEASE	LOCATION OF PREMISES
BEGINNING	ENDING		
May 1, 2023	April 30, 2028	January 13, 2023	<b>164 Bartlett Plaza Bartlett, IL 60103 1,200 Rentable Square Feet of Space</b>
<b>MONTHLY RENT</b> May 1, 2023 – April 30, 2028 = \$2,302.00 *See Note 1 and 2 below			
PURPOSE			
<p>Lessee shall occupy the Premises for the operation of a restaurant serving "poke bowl" foods, serving beer and wine with video gaming and for no other purpose unless written approval is provided by Lessor.</p> <p>* Note 1, Lessee shall pay the monthly Base Rent, as indicated above, plus Lessee shall pay its proportionate share, equating to 1.39% of the Common Area Maintenance and Real Estate Tax expenses. The 2023 budgeted Common Area Maintenance expense is estimated at \$1.50/per square foot, equating to a monthly charge [REDACTED] 2023 budgeted Real Estate Tax expense is estimated at \$5.48/per square foot, equating to a monthly charge [REDACTED].</p> <p>* Note 2, The Rent Commencement Date of the Leased Premises shall be May 1, 2023.</p> <p>* Note 3, Lessor shall deliver the Premises in "as is" condition.</p> <p>* Note 4, Lessee must install an illuminated channel sign within sixty (60) days after the Delivery Date, which shall be approved by Lessor and the Village of Bartlett.</p> <p>* Note 5, Lessee shall pay the first month's Rent, for the period of May 2023 on May 1, 2023.</p>			

LESSEE		LESSOR	
NAME	<ul style="list-style-type: none"> <li>MMR10, Inc., an Illinois corporation</li> <li>D/B/A Yummy Poke</li> </ul>	NAME	<ul style="list-style-type: none"> <li>MMAJ, LLC, an Illinois limited liability company</li> </ul>
ADDRESS	<ul style="list-style-type: none"> <li>164 Bartlett Plaza</li> <li>Bartlett, IL 60103</li> </ul>	ADDRESS	<ul style="list-style-type: none"> <li>134 Bartlett Plaza</li> <li>Bartlett, IL 60103</li> <li>(847) 921-9200</li> <li>Email: <a href="mailto:mmajllc@gmail.com">mmajllc@gmail.com</a></li> </ul>

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

## LEASE COVENANTS AND AGREEMENTS

**1. RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. If Lessee fails to pay any regular monthly installment of rent by the fifth (5th) day of the month in which the installment is due, or any other amount constituting rent within five (5) days after accrual thereof or billing therefor, there shall be added to such unpaid amount a late charge of five percent (5%) of the installment or amount due in order to compensate Lessor for the extra administrative expenses incurred.

**2. WATER, GAS AND ELECTRIC CHARGES.** Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter. In addition, Lessee pays and is responsible for trash removal. Lessee shall transfer all utilities in its name, servicing the leased premises, upon the Delivery Date of this Lease. Notwithstanding the foregoing, the water and sewer expense is paid by Lessor and is included in the Common Area Expenses.

**3. SUBLETTING; ASSIGNMENT.** The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let", or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

**4. LESSEE NOT TO MISUSE.** Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

**5. CONDITION ON POSSESSION.** Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

**6. REPAIRS AND MAINTENANCE.** Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightlines as at the date of the execution hereof, reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass, doors, door hardware and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightlines, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, gas or electric fixtures. Lessee, at its own cost and expense, shall heat and air condition the Leased Premises to meet its requirements. Lessee, at Lessee's sole cost and expense, during the lease term, shall keep the heating and air conditioning systems in good order, repair and condition, and shall replace any parts, which may require replacement with parts of equal or superior quality to those now in use in the systems.



**7. ACCESS TO PREMISES.** Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same. Notwithstanding the foregoing, Lessor shall at all times, with or without notice, have the right to access the sprinkler room in the Leased Premises, as it holds the North riser for the building.

**8. NON-LIABILITY OF LESSOR.** Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

**9. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES).** Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or windows, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and movable furniture.

**10. FIRE AND CASUALTY.** In case the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and terminate.

**11. TERMINATION; HOLDING OVER.** At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefore to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the then rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the then monthly rental specified in Section 1, for the time Lessee remains in possession. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

**12. LESSOR'S REMEDIES.** If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained. Lessee's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon

the termination of Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demand whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's rights to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

**13. RIGHT TO RELET.** If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating. Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

**14. COSTS AND FEES.** Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account or on account of this lease.

**15. CONFESSION OF JUDGMENT.** Lessee hereby irrevocably constitutes and appoints any attorney of any court of record in this State, to be his true and lawful attorney for him and in his name and stead, to enter his appearance in any suit or suits that may be brought in any court in this State at any time when any money is due hereunder for rent or otherwise, to waive the issuing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for reasonable attorney's fees in favor of Lessor, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no writ of error or appeal shall be prosecuted from such judgment or judgments, or any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon.

**16. LESSOR'S LIEN.** Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him. Lessee acknowledges and agrees that Lessee shall not pledge the Business or any part thereof or fixtures for the purpose of any Loan until the Contract and Advanced Money is repaid in full to Lessor.

**17. REMOVAL OF OTHER LIENS.** In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

**18. REMEDIES NOT EXCLUSIVE.** The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 15 hereof be deemed to be waived or terminated by the service of any five-day

notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

**19. NOTICES.** Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

**20. ESTOPPEL CERTIFICATES.** Lessee shall within ten (10) days after written notice from Lessor shall execute, acknowledge and deliver to Lessor a statement in writing in form provided by Lessor, including such additional information, confirmation and/or statements as may be reasonably requested by the Lessor. If Lessee shall fail to execute or deliver the Estoppel Certificate within such ten (10) day period, Lessor may execute an Estoppel Certificate stating that (i) the Lease is in full force and effect without modification, (ii) there are no uncured defaults in the Lessee's performance, and (iii) not more than one month's rent has been paid in advance. Prospective purchasers and encumbrances may rely upon the provided Estoppel Certificate and if executed by Lessor, Lessee shall have no rights to deny the facts contained in said Estoppel Certificate.

**21. LESSEE'S INSURANCE.** Lessee shall keep in force, at Lessee's sole cost and expense, so long as this lease remains in effect, public liability and property damage insurance in companies authorized to do business in Illinois and Cook County with respect to the leased Premises, insuring both Lessor, Lessor's mortgagee, beneficiaries (if applicable) and their respective agents and Lessee as their interest may appear (Lessor to be named an Additional Insured Party in said policy), with a combined single limit coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence on account of bodily injuries and/or death and property damage. Such insurance shall be primary relative to any other valid and collectible insurance. Such policy also require the Lessor to be notified in writing by the insurer at least thirty (30) days prior to the cancellation or reduction in the amount of such insurance. Lessee shall furnish the Lessor with an original certificate or certificates (and with renewal certificates) from the insurer or insurers evidencing such insurance coverage to be in effect. Should Lessee fail at any time to provide this coverage and evidence thereof, Lessor may cause a policy with such dollar limits to be issued by a reputable insurance company for and on behalf of Lessee, and Lessee shall promptly reimburse Lessor on demand for the full cost thereof. In addition, in the event Lessee sells alcohol, Lessee shall maintain Dram Shop Insurance in an amount subject to Lessor's reasonable approval, naming the Lessor as an additional insured.

**22. Common Areas and Real Estate Taxes.** Lessor shall make available from time to time such areas and facilities of common benefit to the tenants and occupants of the Shopping Center (hereinafter sometimes called "Common Areas") as Lessor shall deem appropriate. Common Areas shall include all sewer lines, water mains, mechanical equipment, pipes, ducts, conduit, wires and all other facilities furnished, made available or maintained by Lessor or others in or near the Shopping Center for the common and joint use and benefit of Lessor, the Shopping Center, the Lessee and other lessees and owners of other property within the Shopping Center, their customers and invitees, including, but not limited to, package pickup stations, stairways, pedestrian sidewalks, parking areas, landscaped areas, retaining walls, retention and detention ponds, perimeter walls and fences, lighting facilities, bus stops, driveways and roads within the Shopping Center and other improvements. The Common Areas shall be subject to the exclusive control and management of Lessor. Lessor shall operate, manage, equip, light, insure, repair and maintain the Common Areas and facilities for their intended purposes in such manner as Lessor shall in its sole discretion determine, and may from time to time change the size, location, configuration, nature and use of any Common Areas and facility and may make installations therein and move and remove such installations. Lessor shall have the right to close the Common Areas or any part thereof on such non-business days or during such non-business hours as Lessor determines, in its sole discretion. Lessee hereby acknowledges, consents and agrees that any and all services, facilities and access by the public to the Leased Premises or to the Shopping Center may be suspended in whole or in part during such days as may be declared by local, state or federal authorities as days of observance, or during any periods of actual or threatened civil commotion, insurrection or circumstances beyond Lessor's control when Lessor, in Lessor's reasonable judgment shall deem the suspension of such services, facilities and access necessary for the protection or preservation of persons or property, or any one or more of the foregoing.

**Use of Common Areas.** Lessee and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive license, in common with Lessor and all others to whom Lessor has or may hereafter grant rights, to use the Common Areas as designated from time to time by Lessor, subject to such reasonable regulations as Lessor may from time to time impose, including the designation of specific areas in which vehicles owned by Lessee, its permitted concessionaires,

officers, employees and agents must be parked. Lessee agrees to abide by such regulations and to use its best efforts to cause its permitted concessionaires, officers, employees, agents, customers and invitees to conform thereto. Lessor may at any time close temporarily any part of the Common Areas to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage non-customer parking, and may do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof. Lessee shall not, at any time, interfere with the rights of Lessor and other tenants, and their permitted concessionaires, officers, employees, agents, customers and invitees, to use any part of the parking areas and other part of the Common Areas.

**Charge for Common Areas and Facilities.** Lessee shall, as Additional Rent, pay to Lessor in the manner provided in this Section 21, Lessee's Proportion of all Common Areas Maintenance Cost and Taxes as are herein defined:

A. The term "Common Area Maintenance Cost" when used herein shall mean all costs and expenses of every kind and nature paid or incurred by Lessor during the Lease Term (including appropriate reserves) in operating, owning, managing, equipping, policing and protecting (if and to the extent provided by Lessor), servicing, lighting, repairing, replacing and maintaining the Common Areas and all components thereof and all other improvements located within the Shopping Center (excluding premises leased or to be leased to tenants of the Shopping Center, but including building systems that benefit all such tenants). Such costs and expenses shall include, but not be limited to, all costs incurred in maintaining, repairing and replacing all improvements located within the Shopping Center as shall be required in Lessor's judgment to provide a competitive first class shopping area; all costs and expenses of security and fire protections; on-site and off-site vehicle and pedestrian traffic direction and control (including operation, maintenance and repair of any elevators, escalators and stairs); all costs and expenses of cleaning and removing of rubbish, dirt, debris, snow and ice; all costs and expenses of planting, replanting and replacing flowers and landscaping; water and sewerage charges; premiums for fire and extended coverage, malicious mischief and vandalism, sprinkler leakage, rent loss and such other forms of casualty insurance and public liability insurance covering all improvements within the Shopping Center (including, but not limited to, the Common Areas), workmen's compensation and employer's liability, and any other casualty or risk insurance procured by Lessor in connection with the Shopping Center, in such form, amounts and companies as Lessor shall elect to carry; wages, unemployment taxes, social security taxes, special assessments, transportation or environmental protection tax or levy or similar tax or levy, personal property taxes attributed to the operation of the Shopping Center; fees for audits, required licenses and permits; all costs and expenses for supplies; expenses incurred by Lessor in the testing of sprinkler systems located in the Shopping Center; all charges for utility services for the Common Areas, including all costs and expenses of maintaining lighting fixtures (including the cost of light bulbs and electric current); maintenance of all services not maintained by the serving utility company; all costs and expenses of any bus or livery service to the Shopping Center which Lessor determines to provide; all costs, expenses, surcharges or other impositions or assessments incurred by Lessor in connection with environmental protection legislation or regulation or assessed against or imposed on the Shopping Center or any part thereof with regard thereto; operating and maintaining Shopping Center signs on or off the Shopping Center; depreciation, interest, and all other costs resulting from improvements or additions imposed and required by regulatory agencies; reasonable depreciation of equipment, machinery and facilities, rents paid for the leasing of equipment and finance charges paid for the purchase of equipment, machinery and facilities, used in the operation of the Common Areas and administrative costs at the rate of fifteen (15%) percent of the total costs of operating and maintaining the Common Areas (except the appropriate reserves), and such other costs as Lessor may reasonably determine are required for the proper maintenance of the common Areas, but there shall be excluded costs of equipment properly chargeable to capital.

B. The term "Taxes" when used herein shall mean any form of tax, general or special assessment, ordinary or extraordinary, foreseen or unforeseen, any license fee, business tax, rental tax, excise tax, gross receipts tax, so-called value added tax, water and sewer rents or levy or charge of any kind whatsoever (collectively called "Impositions") imposed during the Term by any governmental entity of any kind whatsoever having the direct or indirect power to tax the Shopping Center or any interest of Lessor in the Shopping Center, the right to rent or other income there from or the business of leasing within the Shopping Center. The Imposition may be: existing; substituted for or added to an existing Imposition or a new Imposition; measured by the value or square footage of real property or some other method; or imposed as a charge for governmental services such as, but not limited to, fire or police protection, street or sidewalk maintenance or refuse removal. Taxes shall include any costs incurred by Lessor, including fees or attorneys, accountants and appraisers incurred in contesting any real property taxes and in negotiating any reduction thereof with any public authority. Taxes shall not in any event include Lessor's federal or state income, franchise, inheritance or estate taxes. Taxes for the first and last Lease Years shall be prorated as of the beginning and end of the Lease Term.

**Payment of Common Area Maintenance Cost.** Commencing on the Rent Commencement Date, the annual charges for Common Area Maintenance Cost and Taxes shall be paid in monthly installments on the first day of each calendar month in advance in an amount estimated by Lessor. After the end of such fiscal year Lessor uses for such purpose, Lessor shall furnish Lessee a statement in reasonable detail of the actual Common Area Maintenance Cost paid or incurred by Lessor

during such period, and thereupon there shall be an adjustment between Lessor and Lessee with payment to or repayment by Lessor, as the case may require, to the end that Lessor shall receive the precise amount of Lessee's Proportion of said costs for such period and no more.

**23. MISCELLANEOUS.** (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 15 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

(f) Lessee represents and warrants to Lessor that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker, in the negotiating or making of this Lease and Lessee agrees to indemnify and hold Lessor, its agents, employees, partners, directors, shareholders and independent contractors harmless from all liabilities, costs, demands, judgments, settlements, claims, and losses, including reasonable attorneys' fees and costs, incurred by Lessor in conjunction with any such claim or claims of any other broker or brokers claiming to have interested Lessee in the Building or the Premises or claiming to have caused Lessee to enter into this Lease.

(g) Lessor and Lessee hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any litigation based hereon, arising out of, under or in connection with the lease or any documents contemplated to be executed in connection herewith or any course of conduct, course or dealings, statements (whether oral or written) or actions of either party arising out of or related in any manner with the Premises.

**24. SEVERABILITY.** If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

**25. TIME OF THE ESSENCE.** Time is of the essence of this Lease and each and every provision of this Lease.

Please print or type name(s) below signature(s).

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE: MMR10, Inc.  
D/B/A Yuriny Poke

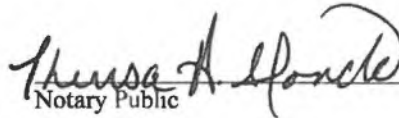
LESSOR: MMAJ, LLC

 (SEAL)  
Munir Rafidia, President Manny Rafidia, Managing Member

State of Illinois, County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2023 by Munir Rafidia, President of MMR10, Inc.

  
Notary Public

07/12/2024  
My Commission Expires



# 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 Village of Bartlett

bond with bond number [REDACTED]

for MMR10, Inc. DBA Yummy Poke

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 25th day of January, 2023.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

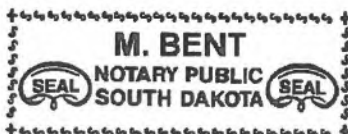
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 25th day of January, 2023, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Bauder

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



My Commission Expires March 2, 2026

Notary Public

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





Effective Date: January 23rd, 2023

# Western Surety Company

## LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. [REDACTED]

That we, MMR10, Inc. DBA Yummy Poke

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 Oblige, 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 Oblige, 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 Village of Bartlett

\_\_\_\_\_ by the Oblige.

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  
January 23rd, 2024, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class  
U.S. Mail, to the Oblige and to the Principal at the address last known to the Surety, and at the expiration  
of thirty (30) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety  
shall 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 25th day of January, 2023.

Mmr10, Inc. DBA Yummy Poke Principal

Principal  
WESTERN SURETY COMPANY

By Paul T. Brullat  
Paul T. Brullat, Vice President

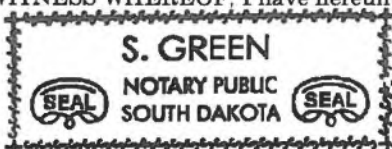


ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 25th day of January, 2023, before me, the undersigned officer, personally appeared Paul T. Brufiat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

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



*S. Green*  
Notary Public — South Dakota

My Commission Expires: February 12, 2027

ACKNOWLEDGMENT OF PRINCIPAL  
(Individual or Partners)

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

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

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

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

ACKNOWLEDGMENT OF PRINCIPAL  
(Corporate Officer)

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

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

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

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



License or Permit No. \_\_\_\_\_  
LICENSE AND PERMIT BOND As \_\_\_\_\_  
of \_\_\_\_\_  
State of \_\_\_\_\_  
Name of Applicant \_\_\_\_\_  
Address \_\_\_\_\_  
Filed \_\_\_\_\_,  
Approved this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

# Certificate of Completion




MUNIR RAFIDIA

Has diligently and with merit completed the

On-Premise BASSET Alcohol Certification on 3/25/2021

from the American Safety Council.

  
Jeff Palran



**Illinois BASSET Training**

This card certifies that:

**MUNIR RAFIDIA**

has completed the  
On-Premise BASSET Alcohol Certification



Jeff Airon

**4/24/2021**

Exp Date:



Est. 1892

## DEPARTMENT OF POLICE

# The Village of Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495  
Telephone 630.837.0846 Fax 630.837.0865

### POLICE DEPARTMENT MEMORANDUM 23-06

**DATE:** January 31, 2023  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Geoffrey Pretkelis, Chief of Police *GP*  
**RE:** Liquor License Applicant

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

Munir Rafidia

Business: MMR10, Inc. DBA Yummy Poke (Owner)

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

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

GP/kt

cc: Diane Czerwinski  
File



450th Anniversary



## LM-32

### Liquor Manager Application

**Status:** Active

**Date Created:** Feb 8, 2023

### Applicant

Manny Rafidia  
tscrmadison@gmail.com  
134 Bartlett Plz  
Bartlett, Illinois 60103  
847-921-9200

### Statement of Liquor Manager

**Name of Business**

MMR10, Inc. d/b/a Yummy Poke

**Business Telephone Number**

847-921-9200

**Home Address**

[REDACTED]

**Date of birth**

[REDACTED]

**Social Security Number**

[REDACTED]

**State issued by**

Illinois

**Business Address:**

164 Bartlett Plz

**Liquor Manager Name**

Munir Rafidia

**Home Telephone Number**

847-921-9200

**Place of birth**

[REDACTED]

**Drivers License Number**

[REDACTED]

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

Yes

**Date fingerprinted?**

02/01/2023

If you have not been fingerprinted by the Bartlett PD, then you cannot submit your

application. Please call 630-837-0846 to schedule printing.

**Have you ever been convicted of a felony under any Federal or State law in the last 10 years?**

No

**Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality?**

No

**Have you ever been convicted of a violation of any Federal, State or Local Liquor law?**

No

**Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in the questions above?**

No

**Has any license previously issued to you by Federal, State or Local authorities been revoked?**

No

**In what capacity are you employed by the applicant?**

Owner/Manager

**Give name of person who appointed you in your present capacity**

Self

**Date of appointment**

02/01/2023

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

Self-business/real estate owner

**List all prior experience and education that you have in managing the sale of alcoholic liquor and/or in conducting any business which is similar in nature to the business which you will be engaged in pursuant to the application**

35+ years of restaurant/business ownership

**How many hours per week will you be physically present at the premises to be licensed?**

10

## **AFFIDAVIT**

Petitioner swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws of the State of Illinois or the Laws of the State of

Illinois or the Laws of the United States of America, in the conduct of the place of business described herein. The undersigned further swears (of affirms) that he/she shall conduct the business in a manner consistent with all representations made on this application and consistent with any representations made before the Local Liquor Commissioner.

**By checking this box I agree to the above without reservation.**

Munir Rafidia  
02/08/2023

### **CORPORATION INVESTIGATION AUTHORIZATION/RELEASE**

I hereby authorize the Chief of Police of the Village of Bartlett, or his designee, to conduct a background investigation, including the authorization to receive reports from other law enforcement agencies necessary to verify the information included in this application and to verify compliance of applicable Federal, State and Local law. I hereby release the Village of Bartlett, the Bartlett Police Department, and each of their respective Directors, Officers, Elected and appointed Officials, Agents and Employees from any and all liability which may arise as a result of such background investigation.

**By checking this box I agree to the above without reservation.**

Munir Rafidia  
02/08/2023

**Internal Use**