Clerk's Contract and Agreement Cover Page

Year:

2007

Legistar File ID#: 2007-0675

Multi Year:

V

Amount

Contract Type:

Goods

Contractor's Name:

IS-TAS-YON Café

Contractor's AKA:

Execution Date:

11/27/2007

Termination Date:

11/30/2011

Renewal Date:

Department:

Administration/Village Manager

Originating Person:

Ellen Baer

Contract Description: 153rd St Metra Concessions

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK

David P. Maher

14700 S. Ravinia Ave. Orland Park, IL 60462 (708) 403-6100

March 12, 2008

Ms. Eylem Ozkaya Istasyon Corp/IS-TAS-YON Café 9052 West 144th Place Orland Park, Illinois 60462

RE: NOTICE TO PROCEED

153rd Street Metra Station Concessions

Dear Ms. Ozkaya:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of March 12, 2008.

VILLAGE HALL

Please contact Ellen Baer at 708-403-6158 to arrange the commencement of the work.

For your records, I have enclosed one (1) original executed contract dated November 27, 2007 in an amount of six (6%) percent of gross sales to be paid to the Village. If you have any questions, please call me at 708-403-6173. Best of luck to you.

Sincerely,

Denise Domalewski Contract Administrator **TRUSTEES**

Bernard A. Murphy Kathleen M. Fenton

Brad S. O'Halloran

James V. Dodge

Edward G. Schussler III

Patricia Gira

cc: Ellen Baer



November 27, 2007

Ms. Eylem Ozkaya Istasyon Corp c/o IS-TAS-YON Café 9052 West 144th Place Orland Park, Illinois 60462

NOTICE OF AWARD - 153rd Street Metra Station Concessions

Dear Ms. Ozkaya:

This notification is to inform you that on November 5, 2007, the Village of Orland Park Board of Trustees approved awarding IS-TAS-YON Cafe the contract in accordance with the proposal you submitted dated June 6, 2007, for 153rd Street Metra Station Concessions with the Village receiving 6% of gross sales. You must comply with the following conditions precedent within ten business days of the date of this Notice of Award, which is by December 11, 2007.

- 1. Enclosed is the Contract for 153rd Street Metra Station Concessions. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- 2. Submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the RFP at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,

Denise Domalewski Contract Administrator

VILLAGE OF ORLAND PARK (Contract for Services)

This Contract is made this 27th day of November, 2007 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and Istasyon Corporation (hereinafter referred to as the "VENDOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the VENDOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

This Contract

The Terms and Conditions

The Proposal submitted by Vendor on June 6, 2007 to the extent it does not conflict with this contract.

All Certificates required by the Village

Certificates of insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The VENDOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Re: 153rd Street Metra Station Concession Services

Vendor shall furnish and maintain, at its own cost and expense, in good, usable condition, a sufficient amount of equipment and supplies in order to carry out the activities and operation of its concession services and shall maintain such equipment in a clean, orderly and inviting condition satisfactory to the Village. Vendor shall maintain the concession area and all personal property located therein in a clean, neat, orderly, and safe condition, including all fixtures for customer's convenience, and including without limitation, collection and proper disposition of trash in receptacles.

Operations

The Vendor shall operate the concession stand from 5:00A.M. to 8:45A.M., Monday through Friday, except holidays. Additional hours may be requested by Vendor during the term of the agreement.

Vendor shall have available for sale, at a minimum, the following items: non-alcoholic beverage items, pastries and personal sundries for the use of commuters.

Vendor provision of beverages and pastries shall be consistently high in quality and shall at all times be sanitary, orderly and sufficient to meet public demand. Village of Orland Park Health Department standards must be met.

Vendor shall not sell or permit to be sold, used or brought upon the licensed locations under Vendor's control any intoxicating or alcoholic beverages.

Vendor shall employ and train, at vendor's own cost and expense, a sufficient number of qualified personnel, and agrees that the services provided by such personnel to the public shall be provided in a courteous, businesslike and efficient manner.

Areas of Maintenance and Sanitation – The Vendor will be responsible for the maintenance and sanitation of the concession facilities and the surrounding areas.

(hereinafter referred to as the "WORK") and the VENDOR agrees to pay the VILLAGE a fee of 6% of gross sales (hereinafter referred to as "Fee"). Gross sales shall be the cash register amount of all sales made, with no off-set for ingredients or items purchased or costs of operation of the concession facility.

SECTION 3: ASSIGNMENT: VENDOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon a Notice to Proceed and continue expeditiously for the term of this agreement. The term of this agreement shall be three (3) years commencing on the date of contract signing, with the option to renew the contract for two (2) additional one-year terms, unless either party, at its sole option, shall have given the other party at least thirty (30) days prior written notice of its intent not to extend the contract. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The VENDOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees

arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Vendor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Vendor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the VENDOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: VENDOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the VENDOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The VENDOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. VENDOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. VENDOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The VENDOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILL,AGE:	To the VENDOR:
Denise Domalewski, Contract Administrator	Eylem Ozkaya
Village of Orland Park	Istasyon Corp. c/o IS-TAS-YON Café
14700 South Ravinia Avenue	9052 West 144th Place
Orland Park, Illinois 60462	Orland Park, Illinois 60462
Telephone: 708-403-6173	Telephone: 708-949-8149
Facsimile: 708-403-9212	Telephone: 708-539-9641
e-mail: ddomalewski@orland-park.il.us	e-mail:
4.4	SS#/Tax ID#

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The VENDOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The VENDOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: VENDOR shall comply with all of the requirements of the Contract Documents including, but not limited to, all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 13: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE	FOR: THE VENDOR
By: Glen Saev	By: Istasyon Corporation
Print Name: Ellen J. Baer	Print Name: Eylem Ozkaya
Its: INTERIM VILLAGE MANAGER	Its: OWNer
Date: 1/22/08	Date: 1/18/2008

FACSIMILE SIGNATURES SHALL SUFFICE AS ORIGINAL

Initial here if faxing

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, LURM (ILLAMA), being first duly sworn certify and say
that I am President
(insert "sole owner," "partner," "president," or other proper title)
The state of the s
of TStasyon (orporation, the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United
States.
Λ
(X)
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Signature of Person Making Certification
Subscribed and Sworn To OFFICIAL SEAL"
Before Me This 13th Day M. C. HEGG
of February, 2008. NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/2/2009
Summing the state of the state
an C. Hega-
Notary Public

Sole Proprietor: An individual whose signature is affixed to this proposal.
Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.
Corporation: State of incorporation: Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.
In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.
In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.
TCTASUON COLDEROTION (Corporate Seal) Business Name
D2 kaya Signature Print or type name
Dresident 2/13/2008 Title Date
M. C. HEGG NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/2/2009

TAX CERTIFICATION

I, <u>Fylem Oskaya</u> , having been first duly sworn
depose and state as follows:
1, <u>Fylen Ozkaya</u> , am the duly
authorized /
agent for Istasyon Corporation
which has
submitted a proposal to the Village of Orland Park for
1531d Street Metra Vendor and I hereby certify
(Name of Project)
that Istasyon Corporation is not
delinquent in the payment of any tax administered by the Illinois
Department of Revenue, or if it is:
a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in
compliance with that agreement.
By: Off Oss
Title: <u>president</u>
Subscribed and Sworn to Before me this 1316 Day of Floary, 20 8 "OFFICIAL SEAL" M. C. HEGG NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/2/2009
m. C. Hegg

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

Fulm Ozkaya, having submitted a proposal for (Name of Contractor) for (General Description of Work Proposed on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

Authorized Agent of Contractor

Subscribed and sworn to before me this 13th day of February

1. C. Hegg

"OFFICIAL SEAL"

M. C. HEGG NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/2/2009

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Chicago IL 60607 Phone: 312-987-1900 Fax: 312-987-4601				INSURERS A	INSURERS AFFORDING COVERAGE NAIC#			
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		Istasyon Cafe Mr. Eylem Ozkaya		INGURER B:				
		Mr. Eylem Ozkaya 153rd Street Matra	Station	INSURER C:				
		153rd Street Matri Orland Park IL 60	162	INSURER D:				
CO	VER	AGES		INSURER E.				
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4		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	5	
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					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN			
Village of Orland Park				NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL				
				IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR				
14700 S. Ravinia Avenue			REPRESENTATIV	REPRESENTATIVES,				
Orland Park IL 60462			AUTHORISED REP	AUTHORIED TREPUESE ITATIVE				

ACORD 25 (2001/08)

The IS-TAS-YON

"At the 143" Street Metra Station"

Business Proposal

Moun's proposal :

Presented By:

Eylem Ozkaya

Contact Information

Istasyon Corporation
Eylem Ozkaya
15220 El Cameno Real
Orland Park, Illinois 60462
(708)949-8149
(708)539-9641

1. Executive Summary

The IS-TAS-YON Cafe is a restaurant/cafe located in the 143rd street Metra Station. The Cafe features a full menu of moderately priced "deli-style" pre packaged sandwich's as well as salads. The cafe section of the IS-TAS-YON Cafe features a coffeehouse with a dessert bar. The IS-TAS-YON Cafe will be owned and operated by Istasyon, an Illinois corporation managed by Eylem Ozkaya a resident of Orland Park, Illinois. The President, Secretary, and Treasurer of the Corporation are Eylem Ozkaya (100%). This business plan offers the Village of Orland Park, Illinois an opportunity to review our vision and strategic focus. It also provides a step-by-step plan for the business start-up, establishing favorable sales numbers, gross margin, and profitability.

This plan includes chapters on the company, products and services, market focus, action plans and forecasts, operating team, and financial plan.

Highlights

1.1 Objectives

Sales approaching and surpassing \$37 thousand by the end of the first year.

Targeting and maintaining a net profit of at least 14% by the second year.

To cultivate monthly sales to reach \$3150 by the end of the fourth month of operation, and \$3600 monthly by the end of the first year of operation.

1.2 Mission

The IS-TAS-YON Cafe concept is built upon the success stories of many quick service and coffeehouse venues. Located in the 143rd street Metra Station, The IS-TAS-YON Cafe will provide accessible and affordable high quality food, coffee, & baked goods to the many Metra travelers. will establish itself as a must visit "destination" of choice to the many Metra traveling residents of Orland Park, Illinois, as well as numerous out-of-town travelers.

The establishment will provide "Fast, Friendly, & high-quality" service during business hours of 5am to 10:30am & 4pm to 7:30pm, sure to enhance the commuting experience. Not only will patrons be able to quench their thirst and satisfy their hunger, they will do so at a facility conveniently located at the 143rd street Metra Station. Patrons will also have the option of enjoying coffee, desserts, sandwich's, and salads in The IS-TAS-YON Cafe.

The cafe's aim is simple. It will provide a completely sophisticated, sensual, yet casual coffeehouse experience for the many residents of Orland Park and the visitors who frequent the Metra station. It will be an affordable venture for patrons, one that will encourage them to return on many occasions. The menu will feature:

Coffee ranging from \$1.25 - \$1.75, Cappuccino, Café Latte, & Café Mocha's ranging from \$2.65 - \$3.10, Espresso single \$2.50 Double \$3.00, Coke, Diet Coke, & Sprite for \$1.00 as well as Lemonade & Iced Tea for \$1.50, Sandwich's ranging from \$3.25-\$5.00, Salads from \$4.00-\$6.00, and Baked goods ranging from \$1.00-\$4.00

The IS-TAS-YON will maintain equipment including: 1 Espresso Machine - Rancillo, 1 Espresso Grinder - Grupo Azkoyen Capriccio, 1 two Pot brewer - Fetco, 1 Coffee grinder - Fetco, 1 Ice-tea maker - Tomlinson, as well as 1 Glass Cooler by True.

Finally, and quite significantly, The IS-TAS-YON will provide a much needed commuter-based retail food operation that is currently unavailable at the 143rd street Metra Station. It is projected that the business will generate 3-5 new jobs.

1.3 Keys to Success

The keys to success in this business are:

Product quality: Food, coffee-based beverages, and baked goods are our products. They must be of the highest quality and value.

Service: Our patrons are paying to have a good experience. Their experience will suffer if service is not of the highest caliber. Each member of the staff will be courteous, efficient, and attentive.

Marketing: We will need to target our audience early and often. While the business is located in a central and accessible location, many people will have to be introduced to the new alternative at the 143rd street Metra Station.

Management: We will need to have a firm grasp on food, beverage, and labor costs. The dining/coffeehouse experience must be delivered in a fashion that will not only inspire repeat business, but encourage word-of-mouth recommendations to others. Proper inventory, employee management, and quality control is key.

2. Company Summary

The IS-TAS-YON is a coffeehouse facility located immediately adjacent to the 143rd street Metra Station. The IS-TAS-YON derives its name from the French meaning "Station"

2.1 Company Ownership

The IS-TAS-YON is a privately held corporation wholly owned by Eylem Ozkaya (100%).

2.2 Start-up Summary

e e	Γot	al	Planı	ned Investment	·*:	Ι	less than \$20,000
				Total Capital			\$20,000
	1			Total Funding	4.		\$20,000

3. Products

#3.0 Products

The IS-TAS-YON is a cafe/coffeehouse venue that sells moderately-priced food to the 143rd street Metra travelers. The venue features brewed coffee, Specialty coffees, and espresso-based beverages, and other beverages typically associated with a coffee shop. IS-TAS-YON will serve a range of freshly prepared baked goods associated with breakfast, as well as desserts and pastries. Light sandwiches and salads will also be available.

3.1 Technology

The IS-TAS-YON Name/logo is protected by federal trademark laws. All of our menu creations will not necessarily have the same protections, however, when possible, popular "trade-names" will be protected. The business of The IS-TAS-YON is not dependent upon process technology or patentable inventions.

4. Market

4.0 Target Market Segment Strategy

The IS-TAS-YON will appeal to urban professionals residing in the targeted in-town neighborhoods, the many downtown hotel visitors/conventioneers, and workers who desire a sophisticated yet casual eating and coffeehouse experience. The business will also meet an under-served need for a pedestrian-friendly dining/coffeehouse establishment for the numerous residents in the area.

#4.01 Market Needs

Our customer's needs are critical to the success of The IS-TAS-YON Cafe. As a supplier of a quick-service experience, The IS-TAS-YON must appeal to people who are interested in integrating our type of menu regularly into their dining/cafe purchase experiences. Moreover, we must also appeal to those customers who regularly take advantage of other coffeehouse's. Our customers are well educated and interested in partaking of new experiences. Keeping the menu "fresh" will remain a constant challenge to the business. Segments of the target market tend to visit coffee shops frequently. They tend to choose convenient, affordable venues, and repeat appearances at places that offer familiar scenery with new twists. The market opportunity for a coffee shop establishment has never been better in this area of Orland Park.

5. Strategy

#5.0 Strategy and Implementation Summary

The IS-TAS-YON strategy is based upon targeting and serving:

The atypical Orland Park in town resident. This urban professional works long hours and has
relatively little time to cook at home. She/he has an active social life and spends a substantial
amount of disposable income maintaining it.

#5.1 Value Proposition

We think our value proposition is quite clear and quite easily distinguished from most others in the market. We offer affordable and accessible menu items as measured by their inherently natural value, at an affordable price that will encourage regular visits.

#5.2 Sales Forecast

Our sales forecast assumes no change in cost of prices, which is a reasonable assumption for the last few years.

We are expecting to increase sales from \$37,800 at the end of 2007, to \$43,092 by the end of 2008. The growth forecast is in line with the restaurants in the area and is tied to the projected increase in population of the immediate area.

The sales figures for the coffee shop presume an average tab of \$2.50. The business will be open an average of 26 days per month.

The projections show increases 14%.

5.3 Marketing Strategy

The most important element of our marketing strategy is the delivery of a quality product. Our food and beverage products must first sell themselves through word of mouth.

Next, the packaging of The IS-TAS-YON concept and external messages have to fit our positioning. We offer an upscale feel without a required "pinch" in your wallet.

#

5.4 Pricing Strategy

Our food and drinks are priced to give us an attractive margin while at the same time offering value to the consumer. We want repeat business. We also want the experience to remain fresh. Therein lies why the food & beverages will be relatively flexible.

6. Management Summary

#6.0 Management Summary

The Watertower is owned by a corporation operated by Eylem Ozkaya. Crucial employees include an additional manager who will assist in maintaining and reviewing operations of the location and 2-4 Barristas.

Part-time personnel will be hired to handle preparation, serving, and cleaning functions.

#6.2 Personnel Plan

The personnel plan calls for hiring 2-4 Part time employees at start-up. Barristas will have to be hired to manage approximately 75 hours of operation per week.

#6.3 Management Team

Eylem Ozkaya - Owner and General Manager: Ms. Ozkaya has owned/operated similar cafes in Milwaukee, Wisconsin and Chicago, Illinois. The Sera cafe in Chicago is currently operating in old town, along with another successful café/restaurant in Chicago. Eylem graduated from DePaul university where she earned her Bachelor of Arts Degree Majoring in political science.

7. Financial

7.1 Important Assumptions

The financial plan depends on important assumptions of which are shown below. The key underlying assumptions are:

- We assume a slow-growth economy, without major recession.
- We assume of course that there are no unforeseen changes in technology to make equipment immediately obsolete.
- We assume access to equity capital and financing sufficient to maintain our financial plan as shown in the tables.

We assume access to equity capital and financing sufficient to maintain our financial plan as shown in the tables.

#7.2 Key Financial Indicators

The most important indicators in our case are daily guest "counts" and weekly sales numbers. We must also make sure that we are turning our inventory rapidly so as to avoid food spoilage. We must target net profit/sales figures toward the 14% level with gross margins never dipping below 38%.

#7.3 Break-even Analysis

The Break-even Analysis shows that The Water tower has a good balance of fixed costs and sufficient sales strength to remain healthy. Our break-even point is \$20,000. On sales averaging \$2.50 per patron this break-even position is achieved within the first three months of operation.

Profit Monthly

#7.4 Projected Cash

We expect to manage cash flow over the next three years with minimal new investment required over the first three years. It is our expectation that revenue beyond projected sales will be invested in retiring longterm debt early.

CRIMINAL CODE CERTIFICATION

AS REQUIRED BY: STATE OF ILLINOIS CRIMINAL CODE OF 1961 PURSUANT TO PA 85-1295

Ch. 720, Article 5, Sec, 33E-11, 2002 III. Compiled Statutes,

I, the individual whose signature appears below on this proposal/contract for
Eulem Ozkaya by LY
hereby certify that the proposing party/contracting party is not barred from proposing on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of ch. 720, Article 5, 2002, Ill. Compiled Stat, as amended.
Proposer/Confractor:
OFFICIAL SEAL LINDA WADE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 08/01/2009 Title: CEO Istasyon Corp.
Dated: 6/6/07
Attest: And Wise Nother
6-6-07

SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have <u>written</u> sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

Corporation is a party."

Fylem Oakaya, having submitted a proposal for

Vistasyon Vore

(Name of Contractor) for

(General Description of Work Proposed on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

...every contract to which the State, any of its political subdivisions or any municipal

By: Authorized Agent of Contractor

Subscribed and sworp to before

me this _ 6 day of

Jand Lode

Notary Public

OFFICIAL SEAL LINDA WADE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 08/01/2009

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) 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 underutilized.
- 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, or 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 Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, 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 Department's Rules and Regulations for Public Contracts.

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor 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 Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:	
BY: A Se only	OFFICIAL SEAL
ATTEST: And Doles	LINDA WADE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 08/01/2009
DATE: 6-6-07	

TAX CERTIFICATION

Lillem Ozkaya, having been first duly sworn
depose and state as follows:
1, Zulem Oztaya , am the duly
authorized
agent for /Stasyon (orporation, which
has
it will be a Village of Orland Bork for
submitted a proposal to the Village of Orland Park for
143 Metra Station Concession and I hereby certify (Name of Project)
that Istasyon Corporation is not
delinquent in the payment of any tax administered by the Illinois
Department of Revenue, or if it is:
a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
 b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
By William Oshan
(ATO 1.1) O
Title: <u>CEO ISTASYON</u> Corp
Subscribed and Sworn to
Before me this 4
Day of The 2006 of
넓게 보내는 본 계요. 전 교통하다 전 내가 1번 1번 보는 1억 시리를 다 다.
OFFICIAL SEAL
LINDA WADE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 08/01/2009

REFERENCES

(Please type)
ORGANIZATION Tulip Bestraunt
ADDRESS 117 N. Tefferson
CITY, STATE, ZIP Milwaukee, WISCONSIN 53202
PHONE NUMBER 4/4-273-5252
CONTACT PERSON Hakan Sezgun
DATE OF PROJECT <u>Presently</u> in offect
ORGANIZATION DIZANNI Corporation
ADDRESS /143 N. Wells
CITY, STATE, ZIP Chicago, TL 60610
PHONE NUMBER 3/2-209-0791
CONTACT PERSON Sah Dogan
DATE OF PROJECT Sera Cafe 10/06 to current
ORGANIZATION DIZANNI COrporation
ADDRESS 1143 N. Wells
CITY, STATE, ZIP Chicago, IL 60610
PHONE NUMBER 3/2-209-079/
CONTACT PERSON Sah Dogan
DATE OF PROJECT Turkuaz Cafe /03 - 12/06 Sold
Proposer's Name & Title: Eylem Ozkaya, ceo Istasyon Corp
Signature and Date: - White Other 6-6-07

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing proposer's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 - Each Accident, \$500,000 - Policy Limit \$500,000 - Each Employee Waiver of Subrogation in favor of the Village of Orland Park

> AUTOMOBILE LIABILITY \$1,000,000 - Combined Single Limit

GENERAL LIABILITY (occurrence basis)

\$1,000,000 - Each Occurrence \$2,000,000 - General Aggregate Limit \$1,000,000 - Personal & Advertising Injury \$2,000,000 - Products/Completed Operations Aggregate Walver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 - Each Occurrence \$2,000,000 - Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on bahalf of the named insured," If the named insureds have other applicable insurance coverage, that coverage shall be doomed to be on an excess or contingent basis. The policies shall also contain a "Walver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's." The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and ", but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimuro the coverages and limits described above directly to the Village of Orland Park, Korrio Posso, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected proposer and the proposal will be awarded to the next highest rated proposer or result in creation of a new request for proposals.

DAY OF Authorized to execute agreements for: Name of Company Printed Name & Title Subscribed and sworm to before me.

OFFICIAL SEAL DANIEL S VILLARREAL NOTARY PUBLIC - STATE OF LLINOIS MY COMMISSION EXPERSION 15/05

... Day of ... Jeme County of Cook, State of Illinois

Notary Public 5

YBEN 2

08/08/2007 15:58 FAX 8308320391

