

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**SEPTEMBER 1, 2015**  
**7:00 P.M.**

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

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

- \*6. **MINUTES:** Board & Committee Minutes –August 18, 2015
- \*7. **BILL LIST:** September 1, 2015
8. **TREASURER’S REPORT:** July 2015  
Sales Tax Report – June 2015
9. **PRESIDENT’S REPORT:** 1. Heritage Days Class D Liquor License Request
10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
11. **TOWN HALL:** (Note: Three (3) minute time limit per person)
12. **STANDING COMMITTEE REPORTS:**

A. **PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE**

1. Starbucks Special Use - Beer and Wine

B. **BUILDING COMMITTEE, CHAIRMAN HOPKINS**

No Report

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

1. Councils of Government Services Motion
2. Sale of Municipal Property-Bartlett Hills Equipment

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

1. Liquor Control Ordinance Amendment - Class B
- \*2. Bartlett Lions Club Labor Day Dash Parade Permit Request
- \*3. Garcia Amplifier Permit Request

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

No Report

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

- \*1. Small Dump Truck Purchase
- \*2. Pickup Truck Purchase

13. **NEW BUSINESS:** Starbucks Class B Liquor License Request
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEE**
15. **ADJOURNMENT**



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 18, 2015**

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1. CALL TO ORDER

President Wallace called the regular meeting of August 18, 2015 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. in the Council Chambers.

2. ROLL CALL

PRESENT: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke, President Wallace were present.

ABSENT: None

ALSO PRESENT: Village Clerk Lorna Giles, Village Administrator Valerie Salmons, Assistant Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Chief Kent Williams, Deputy Chief Joe Leonas and Village Attorney Bryan Mraz.

3. INVOCATION

Tim Chinn from United Church of Bartlett did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Reinke stated that he would like to add item 1 under Planning & Zoning (Brewster Creek Business Park-1580 Hecht Ct.) to the Consent Agenda.

Trustee Carbonaro stated that he would like to add item 2 under Police & Health (District U-46 School Resource Officer Contract) to the Consent Agenda.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 18, 2015**

---

Trustee Camerer moved to amend the Consent Agenda and all items contained therein, and that motion was seconded by Trustee Deyne.

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

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

Trustee Carbonaro moved to approve the Amended Consent Agenda and all items contained therein, and that motion was seconded by Trustee Deyne.

**ROLL CALL VOTE TO APPROVE THE AMENDED CONSENT AGENDA**

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

Finance Director, Jeff Martynowicz summarized the Municipal Sales Tax Report for fiscal year 2015/16 as of May, 2015 to be at \$170,734 and indicated that it represents a 4.61% decrease over the same time period last year. He stated that the Motor Fuel Tax Allotment Report reflects revenues through June, 2015 and the year to date revenue is \$148,396 and is down 27.18% from the same time period last year. He noted that they were informed by the IML that next month's disbursement should be 78% higher than the last one they received. There was some issues with timing of deposits and they said they will catch up.

President Wallace asked if that would make up the difference and how confident he was of that.

J. Martynowicz stated that he had a lot of confidence in what the IML tells them.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 18, 2015**

---

9. PRESIDENT'S REPORT

President Wallace stated that Bracht's Place requested a Class J Liquor License to sell alcohol at their Bears Opening Day Shindig on September 13, 2015 from 12:00 p.m. to 5:00 p.m. He stated that this was an outdoor special event license that was valid for one day only. He stated that he intended to issue that license.

Trustee Arends moved to approve the Class J Liquor License for the Bracht's Place and that motion was seconded by Trustee Camerer.

ROLL CALL VOTE TO APPROVE CLASS J LICENSE FOR BRACHT'S PLACE ON SEPTEMBER 13, 2015

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

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne thanked the Chamber of Commerce for the competition they gave the Village last Thursday at the baseball game. He reported that the Village had lost again with a score of 4-3, and that this was the 8<sup>th</sup> year that had been defeated. He thanked Trustee Carbonaro for pitching at the game. He thanked Trustee Camerer for the effort he put forth. He thanked the Mayor for giving them his blood, sweat and tears. By that he meant he was literally bleeding from both his knees and refused any medical help. He thanked the Chamber one last time and looks forward to next year.

President Wallace stated that he thinks they would have won if their manager hadn't gotten ejected (Joking).

Finance Director Jeff Martynowicz stated that the last time the Village won, he was the manager of the team.

Trustee Arends stated that she was at Bartlett Hills for an anniversary luncheon and complimented Mary and her staff who were outstanding. The service was good the food was good and everything went along very well.

She also commented on the beautiful flowers on West Bartlett Road and thanked Public Works for the maintenance of them. She stated that it would look even nicer if Metra's burdock wasn't encroaching on the flowers.





**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 18, 2015**

---

She stated that she had been in and out of Brewster Creek Industrial Park recently and there is a lot going on out there, such as 2-3 new buildings are underway and they should all be very pleased about this since the commercial tax base pays a greater share of the taxes. She stated that anyone out there looking for a warehouse or new business location for light manufacturing, please tell them how busy Brewster Creek Industrial Park is.

11. TOWN HALL

Doug August, 665 Catalpa Lane

Mr. August stated he had two questions: Has the Village overnight parking rule changed, and how often are the police supposed to patrol the neighborhood streets. He has a neighbor who has parked at least two vehicles on the street nightly since the fourth of July. He's been ticketed only when he commented to the Police Department. For the last week there has been four vehicles on the street. Other neighbors are starting to park on the street because they see his vehicles and think it's okay. He reminded them it was a safety hazard and that is why they have the ordinances. One of his neighbors had a major medical emergency last winter and the Fire Department and paramedics had issues on the street, and yet he still got no tickets. He stated that the dog nuisance ordinance fines are higher than the parking ordinance fines. The dog nuisance ordinance was a twenty five dollar fine and it doubles, whereas the parking ordinance fines are only fifteen dollars. His neighbor stated that "it's only fifteen dollars and that it wasn't that big of a deal". The annual report from the Police Department shows that 1,800 vehicles were ticketed for parking. He made the suggestion that the fee should be raised to twenty-five dollars to be equal to the nuisance dog ordinance.

Chief Williams stated that it would be easy to address and that they would handle it.

Trustee Reinke felt that they should increase the amount of the fine.

Greg Anderson, Spin Doctor Cyclewerks, 140 S. Hickory Ave.

Mr. Anderson stated that he owned Spin Doctor Cycleworks, the bike shop here in town. He stated that they would be voting on the Daniellos Bistro proposal, and that he had some concerns he wanted to address. The owner approached him a couple months ago and told him about his plans for the restaurant. He felt that another restaurant in the downtown was a benefit. He was also informed about the video gaming and had concerns. They have limited street parking there as it is, and people that come there to video game are going to be taking up parking that could otherwise be used by his customers. He thinks that the Bistro part of the proposal is an afterthought and the video gaming is the main focus. The other concern that he had was the patrons standing on the corner smoking. He hoped the Board would take this into consideration.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 18, 2015**

---

Randy Ramey, 935 Glenlake Drive, Carol Stream

Mr. Ramey stated that he represents GMP Energy that manufactures LED lights up in St. Charles, IL. They have been discussing with staff about implementing them here in Bartlett. He gave some highlights such as that they have savings up to 75% in Elgin on electric bills. They have full city installations in Wooddale, Villa Park, Westchester, Hanover Township and most of Elgin. He stated that one of the turns is that Illinois and in a program from DCEO, were incentivizing municipalities and government agencies to do these types of programs knowing that its energy saving, its green technology, and it would help their budgets. Those funds have been frozen by the Governor, so right now it isn't available. Right now the program started here on June 1<sup>st</sup> 2015, will have 35 million dollars ready to be dispersed when the Governor is ready to release it. It is not budgetary money, it's separate money that residents pay on electric bills that is held in a pot by Com-Ed. They are able to use this money to help the Village do this reinvestment. They are looking to help and alleviate budgetary problems when it comes to electric.

Trustee Deyne asked if staff was actively looking into this.

Village Administrator Valerie Salmons stated that they have looked at it, and right now there isn't any funding at the moment and it would be a tremendous amount of money they would have to put out. She stated, however, the timing isn't bad because they are looking at putting the Capital Budget together so it may be something they will take a closer look at this year.

President Wallace stated that they are changing each light one at a time as they go bad. He asked how that process stands.

Director of Public Works Dan Dinges stated that it was slow.

Bruce Suffern, 316 Oakbrook Ct.

Mr. Suffern stated that he was there tonight as a precursor to celebrating and kicking off the 6<sup>th</sup> Annual Bartlett Heritage Days. They were very excited this year for the tremendous community response to Bartlett Heritage Days from a variety of groups, churches, organizations and businesses in the town. He stated that they had a tremendous volunteer organization, such as Angie Lota and Roseanne Durango both business owners in their group. They also have two citizens volunteering a lot of time. They have some new stuff, such as the Civil War reenactment at Bartlett Park on Saturday. They are designing the craft show completely different and it's going to be on Oak Street. They will have the car show and flea market again. They have the participation of the Town Center and will have a magic act at the Town Center on Sunday. Business is supporting this as well as the owners of the Town Center. They are going to have two bands performing at Banbury Fair on Saturday night. He stated that it will be featured on cable TV. The dates were from September 11<sup>th</sup> – 13<sup>th</sup>.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 18, 2015**

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12. STANDING COMMITTEE REPORTS

A. PLANNING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke presented Ordinance 2015-63, An Ordinance Granting a Site Plan Approval on Lot 4F in the Brewster Creek Business Park was covered and approved under the Consent Agenda.

Trustee Reinke stated that Resolution 2015-66-R, A Resolution Approving the Removal of a Dangerous Tree and Dead Branches in the Heritage Oaks Tree Preservation Easement at 330 S. Hickory Avenue was covered and approved under the Consent Agenda.

B. BUILDING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated Resolution 2015-67-R, A Resolution Approving of Disbursement Request for Payout No. 26 from the Subordinate Lien Tax Increment Revenue Note, Series 2007 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN ARENDS

Trustee Arends stated that the Lomeli/Special Amplifier Permit Request, Herman Ultrasonics Amplifier Permit Request, Durango Dental and Banbury Fair Amplifier Permit Requests were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro presented Resolution 2015-64-R, A Resolution Approving of the Contract Between the Village of Bartlett and Williams Architects for a Space Needs Analysis and Facility Evaluation and Options Study Regarding the Bartlett Police Station.

He stated that the Village reviewed the proposal from Williams Architects during the Committee of the Whole meeting on July 21, 2015. They moved to place it on the Village Board meeting agenda schedule for today. On April 1, 2015, the village published a request for an RFQ for architectural services. The services requested were broken in to three phases. Phase one of the project is the Space Needs Analysis phase. Phase 2 of the project is the Facility Evaluation and Option Study. There is no commitment to move beyond Phase 2, however, if after the review of Phase 1 and 2 reports, if the Village Board wishes to continue to Phase 3, Design and Construction for the renovation addition to the existing police facility or construction of a new police facility. The needs assessment and facility evaluation and options study will be used as a foundation to determine the site



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 18, 2015**

---

options and building layouts. They received a total of 13 responses to the initial RFQ. The selection committee reviewed each submittal and narrowed the number of firms to 4 for the interview phase. The four companies selected for the interviews were CORDOGANCLARK, Dewberry, FGM Architects, and Williams Architects. The committee unanimously selected Williams Architects as the firm to recommend for a contract to complete Phase 1, Space Needs Analysis, and Phase 2, Facility Evaluation and Option studies as listed in the RFQ. A Proposal from Williams Architects for Phase 1 and 2 of the Phase Architectural Services as stated in the police department's RFQ was attached for consideration. Staff is requesting a Resolution approving of the contract between the Village of Bartlett and Williams Architects for Space Needs Analysis and Facility Evaluation and Options Study regarding the Bartlett Police Station.

Trustee Carbonaro moved to approve Resolution 2015-64-R, A Resolution Approving of the Contract Between the Village of Bartlett and Williams Architects for a Space Needs Analysis and Facility Evaluation and Options Study Regarding the Bartlett Police Station as presented and that motion was seconded by Trustee Arends.

Trustee Camerer asked if it was necessary to have a Phase 1 when he can't understand how this will tell us something we don't already know. Is it absolutely necessary?

President Wallace asked if he was asking why they had to spend \$8,900 dollars on a question to which we already know the answer.

Administrator Salmons stated that they can't build upon that to have some sense of how much space is needed, and where to put it, and more importantly, what kind of space is it. She stated that there is going to be different space requirements if it is a Sergeant's office as opposed to a Roll Call room. They can't move on to Phase 2 without knowing where all these different pieces fit without knowing what they are and how big they are or how much a town our size, for our future, how much space we need to have. It's easy to conclude there isn't enough space, but we don't know what kind we need or where to put it and what we will need 10 years out or 20 years out.

Trustee Reinke stated that these architects were chosen because they have experience understanding the space needs and utilization of law enforcement.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2015-64-R APPROVING CONTRACT WITH WILLIAMS ARCHITECTS FOR POLICE STATION FACILITY**

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





**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 18, 2015**

---

Trustee Carbonaro stated that Resolution 2015-65-R, A Resolution Approving of the Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer was covered and approved under the Consent Agenda.

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

Trustee Camerer stated that there are two items on the Public Works Committee this evening, the first of which is the Oneida Avenue Water Tower Painting Project. This project was bid, and five bids were received ranging from a low of \$689,000 to a high of \$896,000. The bids were higher than expected because a containment curtain and a full sand blasting of the exterior will be required because lead was found in the existing paint, and due to market conditions for fall painting this year. Staff recommends rejecting all bids and rebid the project next year.

Trustee Camerer moved to reject all bids for the Oneida Avenue Water Tower Painting Project and it was seconded by Trustee Arends.

Trustee Deyne asked how they found the lead paint, how many samples did they take, where were the samples taken from, did the lead appear at the base or on the tank.

Public Works Director Dan Dinges stated that they had a consultant come in and take samples around the base of the legs of the tower and found lead in those samples.

Trustee Deyne asked if he looked at the analytical results as far as the lead, if it was the entire tower.

D. Dinges stated that the exterior coating is the same throughout.

Trustee Deyne asked when it was last painted.

D. Dinges stated that it was not painted since 1985.

Trustee Camerer asked what made D. Dinges think that the prices would be any better next year.

D. Dinges stated that it's all about how many projects are out there are only about 6 contractors. Since the weather was bad during the Spring, all of those projects got rolled over into the Fall. By waiting until next Spring, he hoped that it will give them better flexibility and they'll see better pricing even though he doesn't know for sure.

Trustee Camerer asked if it was necessary to sandblast it, couldn't they just paint over the lead paint.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 18, 2015**

---

D. Dinges stated that they asked the same question, but the consultant recommended they do an adhesion test where they see how well it's holding on to the steel, and they recommended a total blast, otherwise it wouldn't last.

Trustee Camerer asked what the price difference would be between blasting it just painting it.

D. Dinges stated that he wasn't necessarily sure, but estimated a couple hundred thousand would be saved. The paint wouldn't hold for very long according to their consultant.

President Wallace asked what they would do with these water towers once they didn't need them anymore.

D. Dinges stated that they will still need them, regardless of their water supplier.

President Wallace asked if we could get bids in now and be the first on their list for Spring.

D. Dinges stated that they bid it this year and allowed them to move it to next Spring. He continued to entertain the idea of throwing out bids for Fall of 2016 and Spring of 2017 numbers just to see what kinds of offers they could get.

Trustee Camerer asked if it all had to be done at once. Could they just do the tower and leave the ball part for later.

Director Dinges stated that they were looking at doing the interior now and doing the exterior later. They would recommend doing the inside then the outside. Once they put up the rigging, it would be better to get it all done at the same time.

**ROLL CALL VOTE TO REJECT ALL BIDS FOR ONEIDA WATER TOWER PAINTING**

**AYES:** Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

The second item under the Public Works Committee is the 2015 Sanitary Sewer Lining Project. Through the DuPage Mayors and Managers, the Villages of Bensenville, Lombard and Glendale Heights bid sewer lining work on a unit price basis for the same scope of work that the Village of Bartlett is looking to have performed, and which is in the Capital Budget for sanitary sewer repairs for \$435,000. The low bidder on the third party bid project, Hoerr Construction, Inc., is willing to perform the sewer lining work of 13,380 linear feet of 50+ year old 8-inch and 10-inch sanitary sewer work in Bartlett at its bid unit





**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 18, 2015**

---

prices for the other communities. At those unit prices, the total contract sum will not exceed \$384,155.14, which is more than \$50,000 under budget.

Trustee Camerer moved to approve Resolution 2015-68-R, A Resolution Waiving Bids and Approving of the 2015 Sanitary Sewer Lining Project Agreement Between the Village of Bartlett and Hoerr Construction as presented and was seconded by Trustee Arends.

Trustee Deyne asked if they were comfortable with the firm.

D. Dinges stated that he has met with them and talked to several of the communities that they have done work for and they have been satisfied with their work.

President Wallace asked if it would have been more if they had gone out on their own.

D. Dinges stated that chances are since now they are basically doubling the project so they are trying to get the economies to scale, that's why next year they will actually be bidding with these other communities in the bid process. They are hoping to see even better pricing, but doesn't think they would see a reduction if they were by themselves.

Trustee Hopkins stated there is currently going to be 13,000 linear feet that they are going to get done this year.

Director Dinges stated that it's all basically in the North East part of town from Prospect to Crest.

Trustee Arends stated that is was good to see it so far under budget.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2015-68-R APPROVING SANITARY SEWER LINING PROJECT AGREEMENT WITH HOERR CONSTRUCTION**

**AYES:** Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

**13. NEW BUSINESS**

Trustee Hopkins asked if maybe at the next Committee meeting they could have a discussion about utility tax and trying to eliminate it.

President Wallace asked what more specifically he wanted to do.



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 18, 2015**

---

Trustee Hopkins stated that he wanted to see if they could eliminate the utility tax for another tax which he thinks the Board could discuss. Food and beverage tax was an option on the table that they could use. He said they could discuss other options to generate revenue.

President Wallace stated they had done it a few times already, but it doesn't hurt to review where they are at in total revenue for the utility tax and potential options to replace it.

Trustee Reinke stated that he heard that the owner of the property located at the northwest corner of Army Trail and Route 59, which he thinks was a residential property, may be interested in annexing to the Village. He wants to reach out to the owner and thinks it is a wonderful commercial gateway to the south side of the Village.

Administrator Salmons stated that they have had proposals for a Walgreens in the past that did materialize, but certainly, if they have that kind of lead, they will do it promptly and excitedly.

Trustee Arends asked when the next lift is due on the roadways in Brewster Creek Business Park.

J. Plonczynski stated that they put those lifts in some of those interior roadways when the units get more built out. They worked with the developer to phase it in and they are doing the east part of the park. They will hold off on the west side of the park until the activity there dies down. They are anticipating two to three new buildings next year.

Trustee Arends asked if they had 5 lots total on the burner right now.

J. Plonczynski confirmed this. He then stated that they are hoping this is why he is preparing all that and as they go into phasing in the acceptance of those roads, those final lifts will be installed prior to them accepting those roads. Right now they don't have all the roads in their system.

J. Plonczynski estimated about 60 percent. If everything goes well next year they would see that everything that is graded out will be under construction. He then stated that Triumph is going to start building the Ace Relocation soon. They are all in for building permits.

President Wallace stated that it was a mess when it came to parking on the road. He said that they really need to accelerate these businesses to get some parking somewhere.

J. Plonczynski stated that he has talked to the bigger culprits about bigger expansion plans that would incorporate parking. What he was seeing was that the existing buildings and units that they have, are being built out. Particularly with our food distributors and



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**August 18, 2015**

---

they tend to employ a lot of people and they are running three to four production lines in those buildings.

President Wallace stated that Camcraft has 100 employees coming in there and Rana Pasta just landed Olive Garden worldwide so there is going to be expansion there.

J. Plonczynski stated that they were looking to the property west of there.

President Wallace stated again that it's only going to get worse and that they have to keep up with the parking restrictions.

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

15. ADJOURNMENT

President Wallace stated that the will be going into the Committee of the Whole meeting and then the Executive Session To Discuss Collective Negotiation Matters Pursuant to Section 2(c)2 of the Open Meetings Act.

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

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:45 p.m.

Lorna Giles  
Village Clerk

LG/



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
August 18, 2015**

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President Wallace called the Committee of the Whole meeting to order at 7:45 p.m.

PRESENT: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke, President Wallace were present.

ABSENT: None

ALSO PRESENT: Village Clerk Lorna Giles, Village Administrator Valerie Salmons, Assistant Village Administrator Paula Schumacher, Assistant to the Village Administrator Scott Skrycki, Finance Director Jeff Martynowicz, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Community Development Director Jim Plonczynski, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Chief Kent Williams, Deputy Chief Joe Leonas and Village Attorney Bryan Mraz.

**PLANNING & ZONING COMMITTEE**

**Daniela's Bistro Special Use-Liquor and Outdoor Seating**

Trustee Reinke introduced Daniela's Bistro Special Use-Liquor and Outdoor Seating and asked the Community Development Director Jim Plonczynski to review the agenda item.

Community Development Director Jim Plonczynski stated that Daniela's is at the corner of Bartlett Avenue and Hickory Avenue and they are requesting Special Use for Liquor in conjunction with a video gaming establishment and to create an outdoor seating area. The Petitioner is asking for the liquor license to enable him to apply for the State gaming license. He will have an establishment that will have five gaming stations and four additional seats. It is a small space with parking on the site as well as public parking. Staff recommended approval of this to the Plan Commission subject that they obtain all building permits, liquor license, video gaming license and maximize the outdoor seating to four and only allow the outdoor seating identified on the site plan along with fencing. The hours of operation would be Sunday to Thursday from 11:00 a.m. to 10:00 p.m. and Friday and Saturday from 11:00 a.m. to 11:00 p.m. The Plan Commission took numerous testimonies on this petition and residents in the neighborhood to the north end of Hickory came out and spoke. Many of them spoke against the petitioner and as a result, the Plan Commission failed to give a positive recommendation.

Trustee Reinke stated that he read the transcript of the Plan Commission meeting and asked if the petitioner amended his plan to reflect the comments of the residents.

J. Plonczynski stated "no". He is sticking with his plan as submitted. It is a basic layout and basic outdoor seating area. Primarily, the seating is limited since he does not have





**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
August 18, 2015**

---

the ability to expand the bathrooms. If he adds more seating, he would need separate bathrooms and the space does not accommodate it.

Trustee Reinke stated that there was a distinction between the proposed hours of operation and the recommended hours of operation.

J. Plonczynski stated that the liquor license allows him to have more hours of operation than what is intended.

Peter Zaikowski (petitioner) stated that he and his wife have been residents for about three years and it has been a dream of theirs to open an establishment in Bartlett. Over the past year they have been working with Tony Fradin and have looked at many locations in Bartlett to open a restaurant. That is where he and his wife's expertise lie. They came across 300 Bartlett Avenue and unfortunately the space available is only 600 square feet. They have been working with the broker to purchase the property and hope to work with the Village to get a liquor license and a gaming license prior to purchasing this property. The Alexian Brothers Medical Center next door has not expressed to the landlord whether they will be renewing their lease. He is interested in purchasing the property and turning the medical center into a restaurant. He stated that gaming is a very good factor for restaurant owners and helps pay the bills. After the Plan Commission meeting he felt that there were two things that the public feared – "change" and "what they don't know". He felt that the opposing residents did not understand that he wanted to purchase the building and improve it as well as the parking lot. He hoped to work with the Village before they make a million dollar investment before finding out that the Village does not want him.

In response to some of the public comments he explained that he is opening a gaming establishment and bistro that allows him to showcase some of their food expertise. They are targeting women age 35 to 70 and making it a place where a mom or grandmother can go and relax while having a cocktail. He stated that they plan on opening a restaurant and not just a video gaming establishment. He didn't feel that his clientele would disturb the surrounding neighborhood. His main goal is to bring 25-30 women to the downtown area every day. He has talked to 60 commuter residents and they love his idea. He is considering opening at 6:00 a.m. and offer coffee and sandwiches to get out their food product. He hoped that the Village would work with him.

Trustee Camerer stated that they are dealing with a hypothetical situation. The restaurant portion of his plan is unknown. He defers to one of the commissioner comments that his plan did not meet the findings of fact. He stated that he has an issue with video gaming. Can people afford to gamble and how to help those with gambling addictions. He felt that these establishments are on every street corner. He does not condone these establishments and has been looking at ways to stop this. If it was a restaurant, he might agree to it.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
August 18, 2015**

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Mr. Zaikowski stated that there are three other video gaming establishments that have been open for over a year and there have been no incidences or increase in crime.

Trustee Camerer stated that it is anyone's right to have a business in town but his own personal belief is that it is not what the Village needs. He has been adamant in voting against all of the video gaming establishments. He felt that when someone has an alcohol problem - the bartender can refuse to sell. The individuals with gambling problems have no one to refuse them. They are referred to the sign that says "Call 1-800 Addiction".

Mr. Zaikowski stated that his employees would receive training to help this type of individual.

Trustee Arends asked the petitioner where he saw his market niche in light of the fact that there are so many other establishments in town.

Mr. Zaikowski stated that they will target women that want to have a relaxing place to have a cup of coffee in the morning or commuters can have a place to relax.

Trustee Arends asked him what was different about his approach.

Mr. Zaikowski stated that it would be an upper class atmosphere and his ultimate goal is to open the restaurant. They want to get their foot in the door in order to purchase the property.

Trustee Arends stated that they don't know if they are a gambling establishment or a restaurant and she had a problem with that. She verified with staff that the Board was only considering the Special Uses.

Trustee Deyne stated that this decision is critical in the petitioner's life. They are trying to improve the traffic flow downtown and add focus. He stated that the Board denied the business owners the opportunity of having the TIF. He felt that gambling is here. The Board has asked Attorney Mraz to look into ways to restrict it or seclude it, to no avail. The noise created and the type of people who frequent these establishments is not a threat in his opinion. He has seen many times when something new comes before the Village Commissions, people are afraid of change and they don't want it in their backyard. It is understandable because they are afraid and comfortable in their lifestyle and don't want anything to disrupt that. If the Village votes against the video gaming and alcohol consumption, than the gamblers will find somewhere else to go. It is not his responsibility as a Trustee to supervise these people. His responsibility is to do what is right for the residents and the Village of Bartlett. He didn't think that denying this for those reasons is fair. He has a great deal of respect for the Plan Commission and respected their decision. He was caught up on the fact that there are five gaming stations and four chairs with 600 square feet. He complimented the petitioner on his business plan. He felt that the





**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
August 18, 2015**

---

petitioner should add an extra washroom and can then add more tables. He also felt that his start-up cost of \$35,000 was confusing because he didn't think they would start up that business for \$35,000. He would like to hear other comments before making this decision and stated that the staff did give a recommendation for approval. The Plan Commission had some serious objections to this plan.

Trustee Arends reiterated that the two things they are addressing is a liquor license and outdoor seating. They are not considering whether a gambling establishment should go in this space.

J. Plonczynski stated that the vote was for the Special Use for liquor and outdoor seating. They need the liquor license to obtain the video gambling license from the State. The Village does not regulate video gambling other than the State law that requires a liquor license.

Trustee Arends stated that she understands.

Trustee Deyne asked if this Board responded favorably to the petitioner's request, do they foresee any potential issue with the liquor license.

President Wallace stated that he had an issue with the size of the establishment. It is half of the size of the other establishments they have approved. He found it difficult to believe that a business owner would not serve more than the allotted amount of people if they were to enter the establishment.

Mr. Zaikowski stated that most train commuters don't stop at a bar when they get off the train.

President Wallace stated that the Board would have a recess since the tornado alarm was sounding at 8:08 p.m.

The Board convened the meeting at 8:20 p.m.

Trustee Deyne asked the petitioner if he considered putting in another washroom.

Mr. Zaikowski stated that he was afraid that there was not enough room. A second bathroom will take up a lot of space. If this was the affecting factor, he would do it. He would be willing to make this \$30,000 expenditure.

Trustee Deyne asked if they could serve food with only a single washroom.

Building Director Brian Goralski stated that they could have only 10 patrons and this included his employees.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
August 18, 2015**

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Trustee Deyne stated that conceivably, if they had a second washroom, they could have additional seating.

Trustee Reinke stated that his biggest limitation is the size of the floor plan. The economic necessity to go with the video gaming materially limits the number of other patrons he can serve. He felt that from a Zoning perspective, he would have to decide if he was a bistro or a video gaming establishment. He must decide and the floorplan should follow that decision.

Mr. Zaikowski stated that they are trying to open a restaurant. Due to the available options in Bartlett, the bistro is optional until they can secure the additional space from the medical facility. He was willing to make an investment in the City and do some changes but does not want to make that kind of investment and the Board votes "no" and he is out a million dollars. He hopes to work with the City by starting small and hopefully develop into a full restaurant. He spoke about his convection ovens and the quality of food they produce. He stated that the niche right now is gaming but they want to showcase their food and be a restaurant and eventually take over the whole building.

Trustee Reinke stated that since the Plan Commission had a negative recommendation, does that trigger the super majority vote.

President Wallace commented that there were a lot of concerned citizens regarding what should be in this area and he reminded everyone when there was a bakery and different business that did not survive because nobody supported them. It's tricky when you have a business that is willing to come into town and take a chance on surviving.

Trustee Deyne asked how long the space was vacant.

J. Plonczynski stated that it was a cleaners about a year ago.

Trustee Deyne felt that the petitioner was very passionate about this business and he saw the desire.

Attorney Mraz stated that the voting requirement is four Trustees voting favorably to grant the Special Use when there has been a negative recommendation from the Plan Commission. It's the favorable vote of the majority of Trustees holding office and the Mayor does not count, even to break a tie.

J. Plonczynski stated that they did not make a negative recommendation, they just did not pass a positive recommendation.

Attorney Mraz stated that it is the same thing. The non-positive triggers that same voting requirement.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
August 18, 2015**

---

Trustee Reinke stated to the petitioner that whatever happens with the vote, please don't give up on Bartlett.

President Wallace stated that they appreciate his effort in trying to establish a business and they all know how difficult that is.

Trustee Carbonaro applauded the petitioner's goals and determination. He stated that he was not a gambler and more of an eater. He was more interested in the restaurant because the other establishments in that area are extremely busy 24 hours per day. He asked him not to give up on Bartlett and thought he would do very well in the downtown.

Trustee Reinke stated that they would move this on to the Village Board for a vote.

President Wallace welcomed anyone who wanted to speak from the audience who had new information that was not mentioned at the Plan Commission.

Marlin Schilling, 111 S. Hickory Avenue

Mr. Schilling stated that he was disturbed by the fact of having a gaming establishment that comes across as Daniela's Bistro which is really a gaming establishment. He is also concerned that as a resident of 45 years, when he moves out, a young family may want to move in. If they have children, there would be a possibility they would look at the surrounding area to see what was conducive as an environment for children. He was concerned about how the Bistro would affect the medical facility if they had outdoor seating. His concern was that the petitioner owned other video gaming facilities. His concern is what do the Trustee's and Board of this community want to have Bartlett known as - another Schiller Park or Rosement? Is this the type of community that they want in Bartlett? Is there a plan to limit the number of gaming facilities? If not, he thought it should be addressed.

President Wallace stated that they are working on figuring that out legally.

Joan Plice, 128 S. Hickory Avenue

Ms. Plice stated that they have lived in Bartlett since 1970. She spoke about the size of the kitchen and stated that she has been a dietician for over 30 years and is very familiar with kitchens. She stated that at the Plan Commission they were planning on making food and bringing it to the establishment to be served. She was not aware of sanitation being allowed to be inspected in someone's home but they better not be preparing food in their home and serving it at this Bistro because there is no way of knowing where it was prepared and how transported.

Nahren Khoshaba, 271 Shawnee Circle

Ms. Khoshaba stated she was a pharmacist. She stated that she planned on opening an independent compound pharmacy at this location next to the medical facility.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
August 18, 2015**

---

Trustee Reinke suggested a straw pull to give the petitioner some guidance as to what the future may hold.

President Wallace asked the petitioner to decide if he will be a Bistro or gaming facility. If it is strictly five seats for gaming and two seats to eat at, it is pretty clear as to what he is trying to do. He understands the practicality of keeping a business open but drop a couple of gaming stations and create more tables and there may be a better chance at approval.

Trustee Deyne concurred with that. He would not vote for this and the way it is submitted. The plan needs some modifications and redesign. He stated that he tries to do everything he can to help downtown businesses be successful and would support this plan if the floor plan was different than what they see right now.

The straw pull had the following result:

AYES: None

NAYS: Trustees Arends, Camerer, Carbonaro, Deyne, Hopkins, Reinke

Trustee Camerer disagreed with Trustee Deyne regarding the fact that it is not the Board's responsibility to try to mandate what people do with their free time. It is a responsibility to this Board to give guidance to the Village and to show what kind of Village we want this to become. There is references that residents made as far as being "Pottersville" and he does not want to see that.

President Wallace stated that it is safe to say that it is up to the petitioner if he wants to reconfigure this design and he strongly suggested that he speak with the residents that live in this area that oppose this establishment. He felt that if it were more of a restaurant it may be more appealing to residents.

#### Starbucks Special Use – Beer and Wine

Trustee Reinke stated that the next item is the Starbucks Special Use to Serve Beer and Wine.

Mr. Plonczynski stated that this request has gone to the Plan Commission and it received a positive recommendation for the sale of beer and wine. They are here prior to going to the Board for a final vote. The Public Hearing had some concerns expressed by at least one resident but the staff recommended approval. Starbucks has gone through the expense of expanding for the evening hours.

Trustee Hopkins stated that it would be great to have wine at a Starbucks.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
August 18, 2015**

---

Trustee Reinke stated that they demonstrated that through their commitment to the community that they are more than able to handle a liquor license and he supported this. He asked about the Board's previous request for a Starbucks in downtown Bartlett. He stated that Naperville voted against beer and alcohol in their location and again offered downtown Bartlett as a nice addition.

Harlan Powell who represents Starbucks stated that Naperville did not formally deny the application, they Tabled the decision for six months to see how they perform in other jurisdictions like Bartlett. He hoped that they get that opportunity to show Naperville the error in their ways. He stated that their real estate personnel are actively scouting out the locations throughout the area as well as other nearby municipalities.

Emily Shook who also represents Starbucks stated that they are expanding the stores. They have aggressive real estate people in the market and she will take the recommendation.

President Wallace asked if there is a major distributor that they use for beer and wine or do they go local.

E. Shook stated that they work with three separate distributors.

President Wallace asked if our local people could have a crack at it.

H. Powell stated that they try to favor locally produced beers but because of the State laws regarding distribution, they have to go through the State's three tier system and that is generally dominated by a few larger players.

Trustee Reinke stated that they will move this on to the next Board meeting for a vote.

**FINANCE & GOLF COMMITTEE**

**Councils of Government Services Review**

Trustee Deyne stated that on June 2, 2015, the Village Board reviewed the services provided by the DuPage Mayors and Managers Conference and the Northwest Municipal Conference. The Village Board also asked for more specific information about the requirements for participation in the DuPage River Salt Creek Workgroup and other programs provided by the conferences. As of yet, they have not renewed these memberships in either one of the conferences for the 2015-16 fiscal year.





**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
August 18, 2015**

---

Assistant Administrator Paul Schumacher stated that the other item that came up when this was last discussed was the Employee Assistance Program that they do through the Northwest Municipal Conference. DuPage Managers does not offer this program.

President Wallace stated that the staff's recommendation was that they are both pretty essential and not mutually exclusive.

P. Schumacher stated that was correct. They cherry picked the best programs from both of them and utilized them fairly equally.

President Wallace stated that they should move this to the next Board meeting and renew these contracts. He stated that it was painful when he first started looking at these organizations. He had the staff document what they do for the Village and there is a long list of them. He felt that being in two counties and spread out, it is a benefit to the Village.

**LICENSE & ORDINANCE COMMITTEE**

**Business License Amendment**

Trustee Arends stated that there is a need for some housekeeping with regards to the Business License Ordinance. This will exclude the Board from having to sit it on any kind of Appeal Hearings. She had an experience of serving on an Appeal Hearing for another massage establishment and felt it is a good idea.

President Wallace stated that the Village Attorney put a lot of time into this already and this will be an improvement to the regulations.

President Wallace stated that the Board would be taking a recess in which they will be going into Executive Session to Discuss Collective Negotiation Matters Pursuant to Section 2(c)2 of the Open Meetings Act so they would not be adjourning this meeting.

The meeting recessed at 8:47 p.m.

The Board re-adjourned the Committee of the Whole meeting at 9:25 p.m. There being no further business to discuss, Trustee Deyne moved to adjourn the Committee of the Whole meeting and that motion was seconded by Trustee Reinke.





**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
August 18, 2015**

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ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting adjourned at 9:26 p.m.

Lorna Giles  
Village Clerk

LG/

CASH & INVESTMENT REPORT  
July 31, 2015

Fund	6/30/2015			Disbursements		7/31/2015				
	Receipts	Disbursements	7/31/2015	Receipts	Disbursements	7/31/2015	Detail of Ending Balance			
							Cash	Investments	Net Assets/Liab.	7/31/2015
General	13,268,977	2,090,269	1,754,592	13,604,655	13,604,655	4,178,767	9,288,335	137,553	13,604,655	
MFT	3,831,381	58,636	0	3,890,016	3,890,016	1,429,160	2,478,529	(17,673)	3,890,016	
Debt Service	970,906	124,874	150	1,095,630	1,095,630	338,545	755,926	1,159	1,095,630	
Capital Projects	(162,554)	58	409,660	(572,155)	(572,155)	(474,940)	(436,291)	339,075	(572,155)	
Municipal Building	1,123,564	53	0	1,123,617	1,123,617	272,647	608,783	242,187	1,123,617	
Developer Deposits	4,930,304	93	72,498	4,857,899	4,857,899	(40,802)	3,909,973	988,728	4,857,899	
Town Center TIF	457,226	17	0	457,243	457,243	85,610	191,155	180,478	457,243	
59 & Lake TIF	0	0	0	0	0	0	0	0	0	
BC Municipal TIF	517,091	335	90,588	426,838	426,838	139,493	311,470	(24,631)	426,838	
Bluff City Tif Municipal	4,480	0	0	4,480	4,480	1,385	3,092	2	4,480	
Water	23,059,763	580,615	750,277	22,890,101	22,890,101	997,722	2,227,556	19,664,824	22,890,101	
Sewer	23,233,302	279,975	458,996	23,054,282	23,054,282	545,637	1,218,112	21,290,532	23,054,282	
Parking	99,979	16,204	19,518	96,664	96,664	7,898	17,636	71,130	96,664	
Golf	1,782,612	291,155	238,650	1,835,117	1,835,117	0	0	1,835,117	1,835,117	
Central Services	784,233	85,105	74,863	794,475	794,475	217,858	486,449	90,168	794,475	
Vehicle Replacement	3,236,942	54,170	0	3,291,112	3,291,112	474,430	1,059,338	1,757,345	3,291,112	
<b>TOTALS</b>	<b>77,138,205</b>	<b>3,581,561</b>	<b>3,869,791</b>	<b>76,849,974</b>	<b>76,849,974</b>	<b>8,173,410</b>	<b>22,120,064</b>	<b>46,555,995</b>	<b>76,849,975</b>	

BC Project TIF	5,086,304	388,319	386,200	5,088,422	5,088,422	5,088,423	0	0	5,088,422
Bluff City Project TIF	9,171	1	0	9,172	9,172	9,172	0	0	9,172
Bluff City SSA Debt Srv.	904,773	0	902	903,871	903,871	903,871	0	0	903,871
Police Pension	33,946,917	504,155	114,241	34,336,831	34,336,831	2,644,285	31,575,314	117,233	34,336,831

*Jeff Martynowicz*  
Jeff Martynowicz  
Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2015/16 as of July 31, 2015

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	6,558,275	22,037,480	29.76%	5,442,550	22,428,287	24.27%
MFT	244,965	1,029,000	23.81%	0	1,065,000	0.00%
Debt Service	637,189	1,754,978	36.31%	459,844	1,966,388	23.39%
Capital Projects	23,194	1,664,875	1.39%	992,241	2,127,844	46.63%
Municipal Building	193	2,900	6.66%	56,741	844,360	6.72%
Developer Deposits	302	57,375	0.53%	92,382	992,783	9.31%
Town Center TIF	54	0	100.00%	0	0	0.00%
Bluff City SSA	0	990,805	0.00%	2,853	1,220,000	0.23%
59 & Lake TIF	0	59,000	0.00%	0	59,000	0.00%
Bluff City Municipal TIF	585	900	0.00%	0	0	0.00%
Bluff City Project TIF	9,156	1,975,000	0.03%	0	1,975,000	0.00%
Brewster Creek Municipal TIF	256,878	575,500	44.64%	183,108	657,057	27.87%
Brewster Creek Project TIF	2,765,669	4,155,600	66.55%	968,100	4,143,618	23.36%
Water	1,581,783	13,081,000	12.09%	1,465,643	12,993,001	11.28%
Sewer	800,419	8,170,900	9.80%	1,064,895	8,406,140	12.67%
Parking	56,594	225,100	25.14%	53,117	219,671	24.18%
Golf	877,660	2,366,150	37.09%	627,073	2,351,519	26.67%
Central Services	255,333	1,021,763	24.99%	270,534	1,132,075	23.90%
Vehicle Replacement	156,396	670,270	23.33%	0	747,500	0.00%
Police Pension	681,293	2,151,070	31.67%	336,659	2,121,070	15.87%
Subtotal	14,905,939	61,989,666	24.05%	12,015,740	65,450,313	18.36%
Less Interfund Transfers	(983,661)	(3,489,053)	-27.20%	(983,661)	(3,489,053)	-27.20%
Total	13,922,278	58,500,613	23.80%	11,032,079	61,961,260	17.80%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2015/16 as of July 31, 2015

Fund	Actual	Current Year		Prior YTD %
		Budget	Percent	
Property Taxes	3,488,182	9,354,364	37.29%	38.80%
Sales Taxes (General Fund)	482,650	2,115,000	22.82%	21.64%
Income Taxes	1,403,658	4,125,000	34.03%	30.39%
Telecommunications Tax	266,215	1,175,000	22.66%	25.42%
Real Estate Transfer Tax	179,148	510,000	35.13%	32.57%
Building Permits	106,884	675,500	15.82%	23.95%
MFT	244,237	1,025,000	23.83%	43.02%
Water Charges	1,562,456	7,175,000	21.78%	22.41%
Sewer Charges	790,041	3,250,500	24.31%	24.51%
Interest Income	5,794	63,350	9.15%	28.77%
Gas Utility Tax	160,007	1,085,000	14.75%	15.61%
Electric Utility Tax	103,548	306,000	33.84%	26.72%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2015/16 as of July 31, 2015

Fund	Current Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	555,451	1,386,150	40.07%
Expenses	341,804	1,303,245	26.23%
Net Income	213,647	82,905	257.70%
<b>F&amp;B - Restaurant</b>			
Revenues	51,550	135,000	38.18%
Expenses	86,895	337,713	25.73%
Net Income	(35,346)	(202,713)	17.44%
<b>F&amp;B - Banquet</b>			
Revenues	212,704	735,000	28.94%
Expenses	172,102	649,711	26.49%
Net Income	40,603	85,289	47.61%
<b>F&amp;B - Midway</b>			
Revenues	57,955	110,000	52.69%
Expenses	26,273	60,850	43.18%
Net Income	31,683	49,150	64.46%
<b>Golf Fund Total</b>			
Revenues	877,660	2,366,150	37.09%
Expenses	627,073	2,351,519	26.67%
Net Income	250,587	14,631	1712.71%

## Sales Taxes

<b>Month</b>	<b>FY 10/11</b>	<b>FY 11/12</b>	<b>FY 12/13</b>	<b>FY 13/14</b>	<b>FY 14/15</b>	<b>FY 15/16</b>
May	146,546	126,506	175,701	173,657	178,983	170,734
June	137,130	164,604	195,692	193,303	201,968	200,031
July	176,678	165,519	190,898	186,097	188,547	
August	180,229	177,919	180,797	184,425	190,872	
September	177,173	187,893	182,163	189,650	183,399	
October	168,710	177,758	165,188	170,530	188,055	
November	162,303	161,152	181,865	174,037	179,846	
December	171,232	164,341	165,852	153,005	163,529	
January	166,523	167,926	168,154	210,506	187,865	
February	171,856	157,086	147,189	151,678	141,054	
March	168,981	177,777	147,039	128,886	141,609	
April	132,397	152,124	162,595	153,553	170,308	
<b>Total</b>	<b>1,959,758</b>	<b>1,980,605</b>	<b>2,063,133</b>	<b>2,069,327</b>	<b>2,116,036</b>	
<b>% increase</b>	<b>-7.33%</b>	<b>0.86%</b>	<b>4.17%</b>	<b>0.30%</b>	<b>2.26%</b>	<b>-0.96%</b>
Budget	1,950,000	1,950,000	1,975,000	2,010,000	2,075,000	2,115,000



<b>Warrant/EFT#: EF 0005805</b>				
Fiscal Year:	2016	Issue Date:	08/10/15	
Warrant Total:	\$200,031.40	Warrant Status:		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		AG829927	6AG829927	\$200,031.40

<b>IOC Accounting Line Details</b>						
Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$200,031.40	DISTRIBUTE MUNI/CNTY SALES TAX

<b>Payment Voucher Description</b>	
Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 08/05/2015
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: MAY. 2015 COLL MO: JUN. 2015 VCHR MO: AUG. 2015
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX



## Agenda Item Executive Summary

Item Name Class D Liquor License Application Committee or Board Board

### BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

### EXECUTIVE SUMMARY

Attached for consideration is an application from Heritage Days for a Class D liquor license on September 12, 2015. The license will be used at a concert held at Banbury Fair, located at 211 W. Railroad Ave.

### ATTACHMENTS (PLEASE LIST)

Liquor License Application

### ACTION REQUESTED

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Issue Liquor License

Motion: I move to approve the Class D Liquor License application of Bartlett Heritage Days for an event on September 12, 2015 at 211 W. Railroad Ave.

Staff: Assistant Village Administrator Date: August 24, 2015

Paula Schumacher

# Memorandum

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**To:** Valerie L. Salmons, Village Administrator  
**From:** Paula Schumacher, Assistant Village Administrator  
**Date:** August 25, 2015  
**Re:** Heritage Days Class D liquor license application

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The Bartlett Chamber of Commerce has submitted an application for a Class D liquor license for the Heritage Days festival on September 12, 2015. The license will be used at a concert held at Banbury Fair located at 211 W. Railroad Avenue.

The Class D liquor license allows for the retail sale of alcohol for a special event.

The certificate of insurance has been reviewed and is attached.

**MOTION**

I move to approve the Class D Liquor License application of Bartlett Heritage Days for an event on September 12, 2015 at 211 W. Railroad Ave.

# 5  
680

VILLAGE OF BARTLETT  
CLASS D LIQUOR LICENSE APPLICATION

DATE: 8-13-15

FEE: \$5.00 PER APPLICATION

The **Class D License** is created to allow a special event retailer (as defined in Section 3-3-1-5/1-3.17.1 of the Bartlett Liquor Control Ordinance) a license to sell and offer for sale at retail, in or on the premises specified in such license, alcoholic liquor for use or consumption on the licensed premises, but not for resale in any form, for a special event (as defined in Section 3-3-1-5/1-2.20 of the Bartlett Liquor Control Ordinance) for a time period that meets each of the following restrictions:

1. Not to exceed twelve (12) hours within a period of twenty-four (24) consecutive hours
2. Within the time limits for Class A Licenses set forth in Section 3-3-2-1 of the Bartlett Liquor Control Ordinance:

Sunday through Thursday 8:00 a.m. to 1:00 a.m.  
 Friday and Saturday 8:00 a.m. to 2:00 a.m.

3. Within the time limits imposed by any applicable statute.

A Class D license may be issued at any time by the Village President with the approval of the Board of Trustees, and shall be issued for a specific time period, not to exceed fifteen (15) days per license per location in any 12 month period.  
(amended Ord 98-87)

**THE UNDERSIGNED HEREBY MAKES APPLICATION FOR A CLASS D RETAIL LIQUOR LICENSE AND HEREBY CERTIFIES TO THE FOLLOWING FACTS:**

1. Name of Organization: Bartlett Heritage Days
2. Mailing Address of Organization: P.O. Box 8463
3. Date License is Requested for: Sept. 12, 2015
4. Location of Sponsored Event Banbury Fair, 211 W Railroad Ave. Bartlett.
5. ATTACH CERTIFICATE OF INSURANCE

NOTE: Each applicant must include a certificate of insurance or insurance policy as evidence of coverage demonstrating that applicant is in compliance with Section 3-3-5 of the Bartlett Liquor Control Ordinance. If the local liquor

commissioner allows the Class D license applicant to maintain coverage in amounts less than the amounts stated in Section 3-3-6, the applicant must also attach a copy of such authorization granted from the local liquor commissioner.

The Village of Bartlett is a Certificate holder and Additional Insured.  
The Cancellation Clause shall be amended as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY CERTIFIED MAIL RETURN RECEIPT REQUEST.

### AFFIDAVIT

STATE OF ILLINOIS

COOK, DUPAGE & KANE COUNTIES

I (or we) swear (or affirm) that I (or we) will not violate any of the Ordinances of the Village of Bartlett or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the business described herein and that the statements contained in this application are true and correct to the best of my (our) knowledge and belief.



\_\_\_\_\_  
Signature of President of Organization



\_\_\_\_\_  
Signature of Secretary of Organization

Subscribed and sworn to by \_\_\_\_\_

before me this 13<sup>th</sup> day of August, 2015.



NOTARY PUBLIC  
UPDATED 3-09

(SEAL)



illage of Bartlett is a Certificate holder and Additional Insured.  
ancellation Clause shall be amended as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE  
OF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER  
TO THE LEFT, BY CERTIFIED MAIL RETURN RECEIPT REQUEST.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/26/2015

**PRODUCER**  
Renaissance Insurance Agency  
630.365.2586

**INSURED**  
Bartlett Heritage Days  
Po Box 8463  
Bartlett IL 60103

**THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPS2287819	09/11/2015	09/13/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
Additional Insured Village of Bartlett

CERTIFICATE HOLDER	CANCELLATION
Village of Bartlett 228 South Main St Bartlett IL 60103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN 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, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Amanda Schulte-VanCura

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

8900 Keystone Crossing, 8th Floor  
Indianapolis, IN 46240  
(800) 878-9891  
Fax (888) 552-9891



Arlington/Roe & Co., Inc.

Managing General Agents & Wholesale Insurance Brokers

August 24, 2015

**Binder Confirmation**

Producer: Renaissance Insurance 8721  
Attention: Amanda Schulte  
From: Andrea Nehring - 800-878-9891 Ext. 2426  
Email: anehring@arlingtonroe.com  
Branch Office: Geneva, IL

Policy Number: **CPS2287819**  
Insured Name: Bartlett Heritage Days NFP  
DBA:  
Renewal Of: New  
Binder Dates: **09/11/2015 to 09/13/2015**  
Policy Dates: **09/11/2015 to 09/13/2015**

**Binder proposal does not reflect the terms and conditions of the policy.**

Limit	Description of Coverage	Amount
2,000,000	General Aggregate	
1,000,000	Products/Completed Operations	Ded: 250 *BI/PDeaClaim
1,000,000	Personal & Advertising Injury	
1,000,000	Each Occurrence	
100,000	Damage to Premises Rented to You	
5,000	Medical Payments	
	Premises Operations	1,000.00
<b>General Liability premium provided by Scottsdale Insurance Company: 10.00% comm.</b>		<b>1,000.00</b>

Tax/Fee Description	Amount
Policy Fee	50.00
Stamping Fee	2.00
Surplus Lines Tax	35.00
<b>Taxes/Fees</b>	<b>87.00</b>

**Grand Total Premium/Tax/Fee: 1,087.00**

This quote is subject to confirmation of the following, prior to binding:

1. All vendors and device operators must provide certificates of insurance
2. Compliance with state laws regulating amusement ride inspection and ride limitations
3. First Aid facilities are provided
4. Completed, signed & dated TRAI Disclosure form by Insured
5. Fully completed, signed & dated Special Event application by Insured

**Coverage can not be cancelled flat under any circumstances.**



## Agenda Item Executive Summary

Item Name Case # 15-11 - Starbucks special use to serve beer and wine Committee or Board Village Board

### BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

### EXECUTIVE SUMMARY

A request for a **SPECIAL USE PERMIT** to serve beer & wine located at 1681 South IL Route 59 at the northeast corner of Route 59 and Army Trail Road in the Shops at Far Hills Shopping Center.

The **Plan Commission** conducted the public hearing and reviewed the Petitioner's requests at their meeting on July 9, 2015. The Commission recommended **approval** subject to the conditions and Findings of Fact outlined in the Staff Memo.

The **Village Board Committee** reviewed the Special Use at their meeting on August 18, 2015. The Committee forwarded the petition on to the Village Board for a final vote and Ordinance adoption.

### ATTACHMENTS (PLEASE LIST)

Staff Memo and Ordinance.

### ACTION REQUESTED

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

Resolution \_\_\_\_\_

Ordinance X\_\_\_\_\_

**Motion: Move to approve Ordinance #2015-\_\_\_\_\_ An Ordinance Granting A Special Use Permit to Allow the Serving of Beer and Wine at Starbuck's Bistro.**


Staff: Jim Plonczynski

Date: 8/24/15



**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-179**

DATE: August 24, 2015  
TO: Valerie L. Salmons, Village Administrator  
FROM: Jim Plonczynski, CD Director   
RE: **(#15-11) Starbucks**

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**PETITIONER**

Coffee House Holdings, Inc.

**SUBJECT SITE**

1681 South IL Route 59 – The Shops at Far Hills (Northeast corner of Route 59 and Army Trail Road)

**REQUEST**

Special Use Permit –To serve beer and wine.

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Commercial</b>	<b>Commercial</b>	<b>B-3 PUD</b>
North	Commercial	Commercial	B-3 PUD
South	Commercial	Commercial	B-3
East	Vacant	Mixed use/ Residential	R-1 (DuPage)
West	Church (house)	Estate Residential	R-1 (DuPage)

**DISCUSSION**

1. The petitioner is requesting a Special Use Permit to serve beer and wine at their current location.
2. Starbucks is located in the Shops at Far Hills Shopping Center which was approved by Ordinance #1999-76 including a drive-up facility and outdoor seating for Starbucks.
3. The petitioner has been at this location since 1999 and is going under a renovation/update for a new Starbucks concept. The petitioner is proposing to offer beer and wine for their patrons including a new evening menu.

4. A 3' high fence around the existing outdoor seating area is required for outdoor liquor service and they must maintain an accessible pedestrian walkway between the enclosure and the parking stalls. The fence location is included on both the Floor Plan and the Fence and Outdoor Seating Plan. There is also a fence detail provided including the size and materials.
5. Starbucks is currently open Monday-Saturday from 4:30 a.m. to 10:30 p.m. and Sunday from 5:30 a.m. to 9:00 p.m. The Starbucks evening menu would start around 4:00 p.m. daily and be served until regular closing hours which are proposed to be 11:00 p.m. Sunday-Thursday and 12:00 a.m. Friday and Saturday. These proposed hours meet the restrictions for the Class B liquor license of Sun.-Thurs. 8:00 a.m. to 1:00 a.m. and Fri.-Sat. 8:00 a.m. to 2:00 a.m. Starbucks is aware they can only serve beer or wine during the hours specified for the Class B liquor license.
6. There are currently seven Chicagoland locations open that serve beer and wine with their evening menu. There are 37 locations throughout the United States.
7. On average Starbucks sells about 12-15 alcoholic drinks a day and has had no citations or issues with selling alcohol.

#### **RECOMMENDATION**

1. The Staff recommends approval of the Special Use for serving beer and wine as requested subject to the following conditions and findings of fact;
  - A. The petitioner shall obtain all required building permits;
  - B. The petitioner shall obtain a Class B liquor license;
  - C. The 3' high outdoor fence must be installed before a liquor license is issued;
  - D. Removal of the outdoor seating that is located on an accessible ramp.
  - E. Findings of Fact (Special Uses - Serving Liquor)
    - i. The proposed use of serving beer and wine at the Starbucks located at Route 59 and Army Trail Road is desirable and will provide a service and facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
    - ii. That this use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
    - iii. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulation and conditions made a part of the authorization granted by the village board of trustees.
2. The Plan Commission conducted the public hearing and reviewed the Petitioner's requests at their meeting on July 9, 2015. The Commission recommended **approval** of the Petitioner's request subject to the conditions outlined above and the Findings of Fact.

**CD Memo 15-179**

**August 24, 2015**

**Page 3**

3. The Committee of the Whole reviewed the Special Use at their meeting on August 18, 2015. The Committee forwarded the petition on to the Village Board for a vote and Ordinance adoption.
4. The Ordinance is attached for your review.

ALZ/attachments

x:\comdev\mem2015\179\_Starbucks\_liquor\_vb.docx

ORDINANCE 2015- \_\_\_\_\_

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO ALLOW  
FOR THE SERVING OF BEER AND WINE AT STARBUCK'S BISTRO**

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**WHEREAS**, Coffee House Holdings Inc. d/b/a Starbuck's Bistro (the "Petitioner") has filed a petition for a special use permit to serve beer and wine for the property located at 1691 S. Rt. 59, Bartlett, Illinois, in the Shops at Far Hills Shopping Center, and which property is legally described as follows:

**LOT 2 IN SAME AND DANNY'S SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 28, 1997 AS DOCUMENT NO. R97-029212, IN DUPAGE COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER: 01-16-401-014-0000**

(the "Subject Property") and which property is zoned B-3 PUD, Neighborhood Shopping District Planned Unit Development; and

**WHEREAS**, the owner of the Far Hills Shopping Center, Bartlett Center, Inc., in which the Subject Property is located, has consented to the Petitioner's request to serve beer and wine inside the Subject Property; and

**WHEREAS**, the Bartlett Plan Commission conducted a public hearing on the Petitioner's request for a special use permit to serve beer and wine on the Subject Property on July 9, 2015 with respect to said petition (Case #15-11) and has recommended to the corporate authorities that the special use permit be granted based upon the findings of fact and subject to the conditions outlined in their report; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to grant the special use permit to serve beer and wine as recommended by the Plan Commission;

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

**SECTION ONE:** The corporate authorities do hereby make the following findings of fact pertaining to the Petitioner's special use permit request:

1. The proposed use of serving beer and wine at the Starbuck's located at Route 59 and Army Trail Road is desirable and will provide a service and facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
2. That this use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
3. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulation and conditions made a part of the authorization granted by the village board of trustees.

**SECTION TWO:** That a special use permit to serve beer and wine on the Subject Property is hereby granted subject to the conditions set forth in Section Three of this Ordinance.

**SECTION THREE:** That the special use permit granted in Section Two of this Ordinance is subject to the following conditions:

- a. The petitioner shall obtain all required building permits; and
- b. The petitioner shall obtain a Class B liquor license; and



- c. The 3' high outdoor fence must be installed before a liquor license is issued; and
- d. Removal of the outdoor seating that is located on an accessible ramp.

**SECTION FOUR:** The violation of any of the above conditions shall be cause for the revocation of the special use permit herein granted.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED: September 1, 2015**

**APPROVED: September 1, 2015**

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**Kevin Wallace, Village President**

**ATTEST:**

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**Lorna Gilles, Village Clerk**

**CERTIFICATION**

**I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015-\_\_\_\_\_ enacted on September 1, 2015 and approved on September 1, 2015, as the same appears from the official records of the Village of Bartlett.**

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



## Agenda Item Executive Summary

Item Name	Councils of Government Services Review	Committee or Board	Committee
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### BUDGET IMPACT

Amount:	\$22,065-\$24,000	Budgeted	yes
List what fund	General		

### EXECUTIVE SUMMARY

The Village Board reviewed the services provided by the DuPage Mayors and Managers Conference and the Northwest Municipal Conference. As of yet, we have not renewed our membership in either one of the conferences for the 2015-16 fiscal year.

### ATTACHMENTS (PLEASE LIST)

### ACTION REQUESTED

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion: I move to approve the membership dues renewal for the DuPage Mayors and Managers Conference and the Northwest Municipal Conference.

Staff: Paula Schumacher, Assistant Village  
Administrator

Date: August 24, 2015

# Memorandum

**To:** Valerie L. Salmons, Village Administrator  
**From:** Paula Schumacher, Assistant Village Administrator  
**Date:** 8/25/2015  
**Re:** Councils of Government/Cullen and Associates

---

The Village Board began its review of the services provided by the DuPage Mayors and Managers Conference and the Northwest Municipal Conference at the Village Board Committee of the Whole meeting. At that meeting the Board asked if participation in the Salt Creek Workgroup was contingent upon being a member of DuPage Mayors and Managers. Staff asked that question of the work group and membership in DuPage Mayors and Managers is not a requirement.

The second question the board asked was relative to the Employee Assistance Program provided by Northwest Municipal Conference. It was determined that the DuPage Mayors and Managers conference does not provide a similar program, but there are private companies that provide these services. The current cost for this program \$2.08 per month/per employee.

Clarification was also made that the DuPage Mayors and Managers Conference provides grant money for roads in DuPage County, but Northwest Municipal Conference would be the conference we would approach for funding for improvements in the Cook County portion of Bartlett, Rt.59 and W. Bartlett Road for example.

In addition, the Village utilizes a variety of other services from the two conferences equally including joint purchasing programs, training, and jointly addressing regional issues. Those services are listed in the attached table.

As of yet, we have not renewed our membership in either one of the conferences for the 2015-16 fiscal year. The membership dues to DuPage Mayors and Managers is \$23,000 and the dues to the Northwest Municipal Conference is \$22,065.

The Village has used lobbyist Cullen and Associates over the years to lobby on behalf of the Village in Springfield. Beyond legislation tracking and lobbying we have worked with Cullen and Associates to forward the Village's interests. Most recent examples include the impact of the decision to review all state grants, the Local Government Distributive Fund allocations, and the upcoming state budget process.

The Village Board has asked for an update at a regular Village Board Meeting from Tom Cullen, our lobbyist. This update is scheduled for the October 20, 2015 meeting.



## Conferences NWMC/ DuPage Mayors and Managers

<b>DuPage Mayors and Managers \$23,000</b>	<b>Northwest Municipal Conference \$22,065</b>	<b>Both</b>
Participate in Transportation Technical Committee (Makes recommendations for State and Federal funding. Allocates and oversees over \$6 million in STP funds annually)	Participate in regional Communication Professionals	Suburban Purchasing Cooperative (joint program with both organizations) equipment and services purchasing. telecommunications services, squad cars, and building vehicles.
Participation on Transportation Policy Committee	Surplus Auction, when we did not use Ebay	Legislation tracking and analysis (both) **
DuPage River Salt Creek Workgroup (phosphorous NPDES program) The Village participates in this subgroup, but membership in the conference is not required.	Employee Assistance Program	Lobbying efforts (both) **
In the last five years, the Village has received a LAPP grant in the amount of \$167,941.	Participate in regional Health Officers Work Group	Regional Agreements: like the Natural Gas Franchise and the Model Right of Way Ordinance
Participation in Public Works Work Group	Bike Rack Grants	Training for both elected officials and employees **
	Crack Sealing Bid	Road Improvement and Bike Path Grants

\*\*The Village is also a member of the Illinois Municipal League (\$1,290/yr.) that provides legislative analysis, lobbying and training for elected officials and employees. We also participate in the IML Public Works Committee.

## **MOTION**

I move to approve the membership dues renewal for the DuPage Mayors and Managers Conference and the Northwest Municipal Conference.



# Memorandum

**To:** Scott Skrycki, Assistant to the Administrator  
**From:** Tyler Isham, Administrative Intern  
**Date:** 8/25/2015  
**Re:** Authorization to sell golf course property on the eBay Auction System.

---

The Village would like to continue selling unnecessary and no longer useful property using the eBay Auction System. We have been selling personal property and vehicles in eBay auctions since initial approval to do so in 2007. We have identified 108 kitchen items as well as 268 pieces of furniture that are no longer of use to the Village and would like to sell them on eBay. The property to be sold includes: one Traulson Standup Combo Freezer/Cooler, one Randall 2 Sided Salad Cooler with Sliding Glass, one hundred six Stainless Steel Plate Lids, eighty-two Iron Patio Chairs, one hundred forty-three Padded Banquet Chairs, seven Cushioned Bar Stools, two Padded Bar Stools, and thirty-four Short Cushioned Bar Chairs.

This property can be sold at public auction, subject to the Village Board's approval of the attached Ordinance. I am therefore requesting the ordinance authorizing the sale of this property to be placed on the agenda for the September 1, 2015 meeting of the President and Board of Trustees.

## Motion

I move to approve Ordinance #2015-\_\_\_\_\_ An Ordinance Authorizing the Sale of Personal Property Owned by the Village on eBay.

**ORDINANCE 2015-\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED  
BY THE VILLAGE OF BARTLETT ON eBAY**

**WHEREAS**, the Illinois Municipal Code requires the adoption of an ordinance passed by simple majority of the corporate authorities then holding office declaring personal property that the Village of Bartlett (the "Village") desires to sell "no longer necessary or useful to or for the best interest of the Village, and that conveyance of said personal property be set in any manner that the corporate authorities may designate with or without advertising the sale (65 ILCS 5/11-76-4); and

**WHEREAS**, staff has recommended that the corporate authorities authorize the sale of the bar chairs and kitchen equipment described on Exhibit A (the Ebay Property), a copy of which is attached hereto and incorporated herein, on the eBay.com online auction site to the respective highest bidders bidding on the purchase of the eBay property at not less than the respective minimum bid amounts set forth on Exhibit A (the "Minimum Bid Amounts");

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

**SECTION ONE:** Pursuant to Section 11-76-4 of the Illinois Municipal Code, the President and Board of Trustees of the Village (the "Board") finds and declares that the eBay property, defined in the recitals herein and listed on Exhibit A, are no longer necessary or useful to or for the best interest of the Village

**SECTION TWO:** Pursuant to said Section 11-76-4 and the Village's home rule authority, the Board authorizes the Village Administrator, or her designee, Scott Skrycki, to sell the eBay property through the ebay.com online auction site to the respective highest bidders at not less than the respective Minimum Bid Amounts, and contingent upon said bidders agreeing to the terms and conditions of the Village's Online Sale – Terms and Conditions, a copy of which is attached hereto and incorporated herein as Exhibit B (the "Seller's Agreement"), unless the bidder's acceptance of said terms and conditions of the Seller's Agreement is waived in writing by the Village Attorney.

**SECTION THREE:** The Village Clerk is directed to deliver a copy of the Seller's Agreement to eBay.com to be posted on its online auction site.

**SECTION FOUR:** The Village Administrator is hereby authorized and directed to sign documents and titles as may be necessary to transfer ownership of the eBay items as provided herein upon receipt of the proceeds of the sale and confirmation of the successful bidder's acceptance of the terms and conditions of the Seller's

Agreement or waiver of that requirement by the Village Attorney, subject to the provisions of Section Two above.

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

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

**SECTION SEVEN: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, by a vote of majority of the corporate authorities and approval in the manner provided by law.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:**

**APPROVED:**

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

**ATTEST:**

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

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015- \_\_\_\_\_, enacted on \_\_\_\_\_, and approved on \_\_\_\_\_, as the same appears from the official records of the Village of Bartlett.

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



Sale of Municipal Property; Bartlett Hills (EXHIBIT A)

Traulson Standup Freezer/Cooler	1
Randall Salad Cooler	1
Stainless Steel Plate Lids	106

Patio Chairs	82
Banquet Chairs	143
Cushioned Bar Stools	7
Padded Bar Stools	2
Short Cushioned Bar Chairs	34

## EXHIBIT B

### VILLAGE OF BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS

#### ONLINE SALES – TERMS AND CONDITIONS

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted by the dates and times specified.

#### **Disclaimer and Indemnification.**

THE VILLAGE OF BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS (the "Seller") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE regarding the personal property being sold by the Village to Buyer (the "Personal Property"). Seller neither assumes nor authorizes any person to assume for it any liability in connection with the sale, offer for sale, and/or conveyance of the Personal Property. In no event with the sale, offer for sale, and/or conveyance of the Personal Property. In no even shall Seller be liable to Buyer or anyone else for any loss of profit, direct, indirect, incidental, collateral, and/or exemplary damages and/or any liability of any kind relative to the sale, offer for sale, and/or conveyance of the Personal Property.

Buyer agrees to purchase the Personal Property, in "AS IS", "WHERE IS" condition with all faults. Buyer understands that Seller does not expressly or implicitly warrant that the Personal Property meets or complies with any applicable safety and/or regulatory standards (examples: ASTM, ANSI, FMVSS). Buyer is solely responsible for determining that the Personal Property is appropriate for any and all particular uses.

Buyer, for himself/herself/itself, and Buyer's heirs, legatees, legal representatives, directors, officers, shareholders, managers, members, employees, successors and assigns, hereby release the Village of Bartlett, and its officials, officers and employees, from any and all claims, liabilities, actions, and/or causes of action resulting from injuries, death, damages and/or losses arising out of, connected with or in any way associated with the condition of or use of the Personal Property.

To the fullest extent permitted by law, Buyer shall indemnify, hold harmless and defend the Village of Bartlett, its officials, officers and employees from any and all claims, liabilities, actions, and/or causes of action resulting from injuries, death, damages and/or losses arising out of, connected with, or in any other way associated with the condition of and/or use of the Personal Property.

**Personal and Property Risk.** Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the Seller from liability therefor.

**Inspection.** Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. Please contact Scott Skrycki: 630-837-0800 office, 630-837-7168 fax, or e-mail: [sskrycki@vbartlett.org](mailto:sskrycki@vbartlett.org).

**Consideration of Bid.** Village of Bartlett reserves the right to reject any and all bids and to withdraw from sale any of the Personal Property listed.

**Buyers Certificate.** Successful bidders will receive a notice by email from e-bay (the "Notice").

**Payment.** Payment in full is due not later than five (5) business days from the time and date of the Notice. Acceptable forms of payment are:

- Cash (U.S. currency)
- Certified Check (Non-cancelable, with Letter of Certified Funds from bank)
- Money Order
- Cashiers Check

Checks shall be made payable to Village of Bartlett. Payments shall be made at the location indicated by the Village.

**Removal.** All items must be removed within ten (10) business days from the time and date of issuance of the Notice. Purchases will be released only upon receipt of payment as specified above. Successful bidders are responsible for removal of any and all property awarded to them from the place where the property is located as indicated on the website. The Buyer will make all arrangements and perform all work necessary, for removal of the property. Under no circumstances will the Village of Bartlett assume responsibility for delivery. Property may be removed between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays by prior appointment only. Please contact Scott Skrycki: 630-837-0800 office, 630-837-7168 fax, or e-mail: sskrycki@vbartlett.org, regarding scheduling payment for and pick up of Personal Property.

**Default.** Default by Buyer shall include (1) failure by Buyer to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items with the specified time. If the Buyer fails in the performance of any obligation hereunder, as provided herein, Seller may terminate this Agreement and shall be entitled to all rights and remedies as are provided by law and/or equity, including attorney's fees and court costs. Seller reserves the right to reclaim and resell all items not removed by Buyer upon the expiration of the specified removal date.

**State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.



## Agenda Item Executive Summary

Item Name Liquor License Creation Committee or Board Board

### BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

### EXECUTIVE SUMMARY

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

### ATTACHMENTS (PLEASE LIST)

Ordinance

### ACTION REQUESTED

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

Resolution \_\_\_\_\_

Ordinance  \_\_\_\_\_

Issue Liquor License

Motion: I move to approve ordinance 2015- \_\_\_ an ordinance amending section 3-3-2-3: Class B of the Bartlett Liquor Control Ordinance.

Staff: Assistant Village Administrator Date: August 24, 2015

Paula Schumacher

**ORDINANCE 2015-\_\_\_\_\_**

**AN ORDINANCE CREATING A CLASS B LIQUOR LICENSE**

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

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

**SECTION TWO:** That Title 3 Section 3-3-2-3: B Shall be amended to read as follows:

3-3-2-3:B NUMBER ISSUED: THE NUMBER OF CLASS B LICENSES SHALL BE LIMITED TO 8

**SECTION THREE: SEVERABILITY**

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

**SECTION FOUR: REPEAL OF PRIOR ORDINANCES**

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

**SECTION FIVE: EFFECIVE DATE**

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED** This 1st day of September 2015



**APPROVED** This 1st day of September 2015

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

ATTEST:

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

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2015-\_\_\_ enacted on \_\_\_\_\_ and approved on \_\_\_\_\_ as the same appears from the official records of the Village of Bartlett.

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



## Agenda Item Executive Summary

Item Name Bartlett Lions Labor Day Dash Request Committee or Board BOARD

### BUDGET IMPACT

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

### EXECUTIVE SUMMARY

The Bartlett Lions Club Labor Day Dash request.  
September 6<sup>th</sup> 8:00am

#### **Motion**

I move to approve the parade permit requested by the Bartlett Lions Club for the Labor Day Dash on September 6, 2015.

### ATTACHMENTS (PLEASE LIST)

Memo, Motion, Request, Parade Route, Insurance

### ACTION REQUESTED

For Discussion Only

Resolution

Ordinance

Motion:

Staff: Scott Skrycki Date: August 24, 2015

# Memorandum

**To:** Paula Schumacher, Assistant Village Administrator  
**From:** Tyler Isham, Administrative Intern  
**Date:** 8/21/2015  
**Re:** Bartlett Lions Club Labor Day Dash

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The Bartlett Lions Club is requesting to host their 11<sup>th</sup> annual 5K and 10K run/walk on Sunday, September 6<sup>th</sup>. The race starts at 8:00 a.m. The route for the race will remain the same as previous years and has been approved by the Bartlett Police Department. The Bartlett Lions Club will notify residents near the Town Center of the race as they have done in the past.

The appropriate certificate of insurance has been submitted by the Lions Club, reviewed by the Village Attorney and is attached. A copy of the race route is also attached for your review.

**Motion**

I move to approve the parade permit requested by the Bartlett Lions Club for the Labor Day Dash on September 6, 2015.

Bartlett Lions Club



We Serve

P.O. Box 8049  
Bartlett, IL 60103  
Phone (630) 200-0217  
[www.bartlettlions.org](http://www.bartlettlions.org)

July 15, 2015

Ms. Paula Schumacher  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

Dear Ms. Schumacher:

Thank you again for your past generosity in sponsoring the Bartlett Lions Labor Day Dash. Without your support past races would not have been so successful.

We again need your support to further assist those who so desperately need help. The **Labor Day Dash** is one of our biggest fundraisers. As a sponsor, you will benefit not only from a tremendous advertising opportunity, but also knowing that you are helping members of our community who are in need.

The **Bartlett Lions Club 11th Annual Labor Day Dash** will be held on **Sunday, September 6, 2015 at 8:00 a.m.** at the Bartlett Town Center. The Lions Labor Day Dash and Kids & Family Dash will draw over 300 participants and their families from Bartlett and the entire Chicagoland area. Please consider helping us make this another successful fun, family-oriented community activity and fundraising event for the Bartlett Lions Club!

The enclosed Sponsorship Form lists all of the advertising benefits available for each sponsorship level. Please complete the Sponsorship Form and return to us together with your sponsorship fees **ASAP** as the deadline for advertising materials is quickly approaching. **Your sponsorship at any level is very much appreciated!**

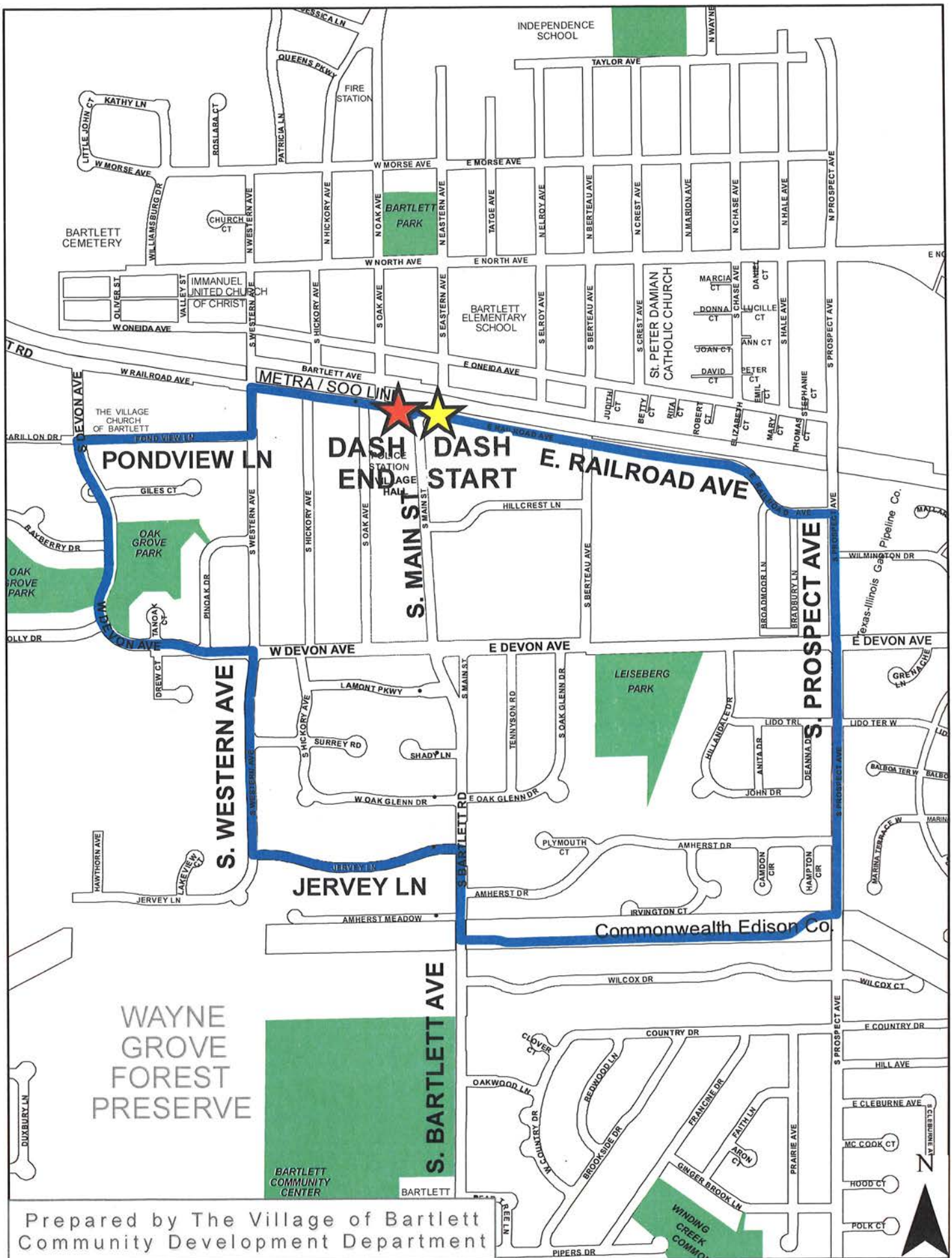
Again, thank you for your past sponsorship of the Bartlett Lions Labor Day Dash, and we hope you will consider helping us again this year!

If you have any questions, please contact Lion Matthew Kelley at [mxk1114@yahoo.com](mailto:mxk1114@yahoo.com).

Sincerely,

Lion Matthew Kelley  
Sponsorship Chair

Please go to [www.bartlettlions.org](http://www.bartlettlions.org) for more specific information on the Bartlett Lions Club and more details on the **Bartlett Lions Labor Day Dash 2015!**



Prepared by The Village of Bartlett  
Community Development Department







# Agenda Item Executive Summary

Item Name Valentin Garcia Committee or Board Village Board

## BUDGET IMPACT

Amount:	<u>N/A</u>	Budgeted	<u>N/A</u>
List what fund	<u>N/A</u>		

## EXECUTIVE SUMMARY

A request for an **AMPLIFIER PERMIT** (a) to allow for a live band and stereo for a Baptism at 212 N. Chase Ave. on Saturday, September 5<sup>th</sup> from 5:00 P.M. to 11:00 P.M.

## ATTACHMENTS (PLEASE LIST)

Memo, Application, Location Map, Motion

## ACTION REQUESTED

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion: To approve the Amplifier Permit for Valentin Garcia at 212 N. Chase Ave.

Staff: Jim Plonczynski Date: 9/1/15

**COMMUNITY DEVELOPMENT MEMORANDUM**

**15-187**

**DATE:** August 21, 2015  
**TO:** Valerie L. Salmons, Village Administrator  
**FROM:** Jim Plonczynski, CD Director  
**RE:** Amplifier Permit Request

---

Attached is the application from Valentin Garcia, requesting approval for a permit to operate an amplifier for a Live Band and Stereo for a Baptism at 212 N. Chase Ave. This event is scheduled to take place on Saturday, September 5<sup>th</sup>, 2015 from 5:00 P.M. to 11:00 P.M.

Attached for your review and consideration is a Village Board motion to approve the Amplifier Permit to conform with Village Ordinance 3-22-2(A) "Except as provided in subsections B and C... no licensee shall use, operate or employ any such device within the Village limits on Sunday, or **after the hour of eight o'clock (8:00) P.M. to the hour of eleven o'clock (11:00) P.M. (prevailing time) of any day** or before the hour of eight o'clock (8:00) A.M. (prevailing time) of any day without the approval of the Bartlett Village Board; no licensee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any church while services are being held therein."



## Susan DuChesne

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**From:** salsaforme@aol.com  
**Sent:** Thursday, August 20, 2015 4:19 PM  
**To:** Susan DuChesne  
**Subject:** Hi Sue - regarding the Baptism at 212 Chase Ave. Bartlett

You have my full permission for the current tenants to have their celebration at their current residence on Sep. 5th, let me know if you have any questions.

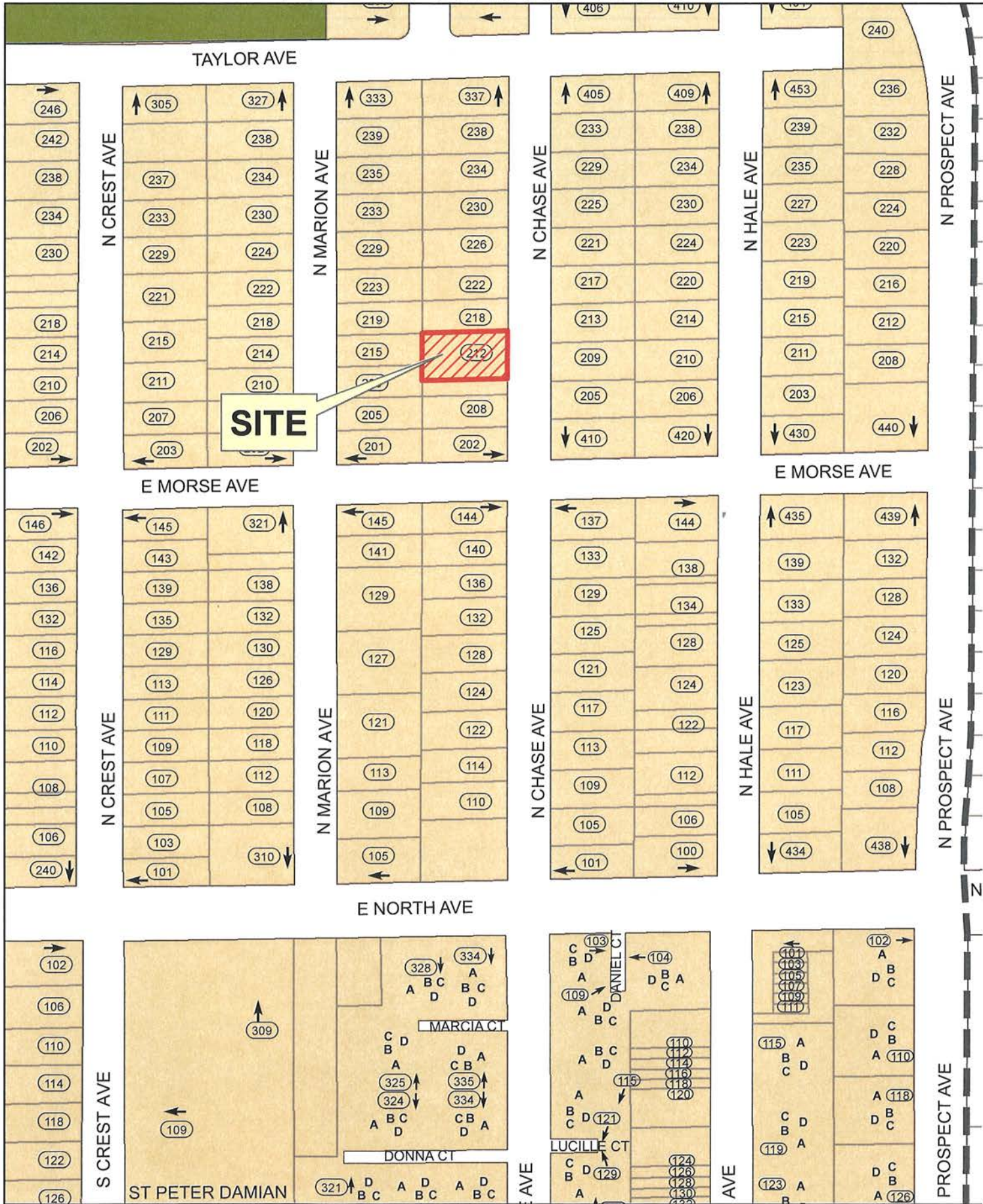
Kind Regards,

Olga Estopinan  
909 559 7424



# LOCATION MAP

## 212 N CHASE AVE





VILLAGE BOARD MOTION

September 1, 2015

I hereby move to approve the request of Valentin Garcia, for an Amplifier Permit to allow for a Live Band and Stereo to operate during a Baptism on Saturday, September 5<sup>th</sup>, 2015 from 5:00 P.M. until 11:00P.M. at 212 N. Chase Ave.



## Agenda Item Executive Summary

Item Name      Purchase of One (1) Small Dump Truck      Committee  
or Board      Board

### BUDGET IMPACT

Amount:      \$66,819

Budgeted      yes

List what  
fund      Street Division, Machinery and Equipment

### EXECUTIVE SUMMARY

I have received all of the necessary information regarding the purchase of One (1) Ford F550 Dump Truck through the State of Illinois Joint Purchase Program.

Bob Ridings Incorporated of Taylorville, Illinois was awarded the contract for these vehicles. The cost for the truck delivered to Bartlett is \$66,819, \$1,819 over the budget amount of \$65,000. We anticipate the savings on other vehicle purchases to offset this additional cost.

This truck will replace Truck # 014, a 2005 Ford with a blown engine. That truck will be sent to auction after the new truck is received.

### ATTACHMENTS (PLEASE LIST)

- Memo
- Motion

### ACTION REQUESTED

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Motion:   X  

Staff:      Daniel Dinges, Public Works Director

Date:      August 25, 2015

# MEMO

Date: August 25, 2015

To: Valerie L. Salmons, Village Administrator

From: Daniel Dinges, Public Works Director

Re: ***Public Works Purchase of One (1) Small Dump Truck***

I have received all of the necessary information regarding the purchase of One (1) Ford F550 Dump Truck through the State of Illinois Joint Purchase Program.

Bob Ridings Incorporated of Taylorville, Illinois was awarded the contract for these vehicles. The cost for the truck delivered to Bartlett is \$66,819, \$1,819 over the budget amount of \$65,000. We anticipate the savings on other vehicle purchases to offset this additional cost.

This truck will replace Truck # 014, a 2005 Ford with a blown engine. That truck will be sent to auction after the new truck is received.

I would recommend the Village of Bartlett purchase One (1) Ford F550 Dump Trucks with plow and spreader from Bob Ridings Incorporated of Taylorville, for the total amount of \$66,819.

Please place this on the next available Village Board Agenda.

cc: Jeff Martynowicz, Finance Director

## **Motion**

I move the Village Board award the purchase of One  
(1) Ford F550 Dump Truck with Plow and Spreader through  
the State of Illinois Joint Purchase to Bob Ridings  
Incorporated of Taylorville, Illinois, in the amount of  
\$66,819.

***Bob Ridings Fleet Sales  
Todd Crews, Fleet Sales Mgr.  
931 Springfield Rd  
Taylorville IL 62568  
Email toddfleet@aol.com***

Ph. 217-824-2207

Fax 217-824-4252

Tuesday, August 25, 2015

KEITH WATSON  
VILLAGE OF BARTLETT  
228 S MAIN ST  
BARTLETT, IL 60103

Dear Keith:

Thank you for your inquiry about our Fleet Sales Program, note this proposal is in association with our State of Illinois contract # 4017340. We are pleased you are again considering us for your new truck and we can order it as follows. Delivery is estimated in 90-120 days after your order, note THIS PROPOSAL LETTER IS NOT AN ORDER, you must issue a purchase order to confirm, **ORDERS ARE DUE BY 9-30-15, call if any questions or changes and thanks,**

**1 2016 Ford F550 Regular Cab 2wd Chassis ONLY**  
Includes All Standard Pkg Equipment 18,000 Min GVWR  
6.8 Litre V10 w/5spd Automatic  
Air Conditioning Tilt Wheel AM/FM  
BASE COST \$27,085.00  
USE STD 60" Cab/Axle, 40 Gallon Rear Fuel Tank  
Cruise Control & Power Windows/Locks/Mirrors NOT Ordered  
ADD 4.88 Limited Slip Axle \$310.00  
Snowplow Prep Pkg \$75.00  
THB All Terrain REAR Tires \$190.00  
WITH SPARE Tire \$350.00  
Factory Upfitter Switch Panel Included  
Built in Factory Trailer Brake NOT Ordered  
F550 Payload Upgrade, 19,000 GVWR \$1095.00  
CD Service Manual \$225.00 (Also includes F250 info)  
TWO Extra Programmed Keys \$50.00  
Tubular Cab Steps, Black Stainless \$375.00  
Delivery to your Location \$225.00  
New Municipal Lic & Title NOT Ordered, Recommended  
Dk Blue Ext, Steel Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering  
  
**YOUR COST, P/O # Pending \$29,980.00**

Please contact me with any questions and thanks for your business!

Sincerely,

Todd Crews  
Fleet Sales Manager



QUOTATION  
 Monroe Truck Equipment  
 1051 W 7th Street  
 Monroe, WI 53566  
 Phone: 608-329-8103  
 Fax: 608-329-8521  
 Email: bsmith@monroetruck.com  
[www.monroetruck.com](http://www.monroetruck.com)

Quote Number: 9BES001434  
 Job Order Number:  
 Quote Date: 5/4/2015  
 Quote valid until: 6/3/2015  
 Terms: NET 30  
 Salesperson: SCHWAB, JEFF  
 Quoted By: Bob Smith

Customer: BARTLETT,VILL OF, (1652500)  
 1150 BITTERSWEET DR  
 BARTLETT, IL 60103

Contact: PAUL KUESTER DIR. PUB WORKS  
 Phone: 630-837-0811 Fax: 630-837-9043  
 Email:

Dealer Code:  
 P.O. Number:

Reassign (Required for pool units):  Fleet  Retail

MSO/MCO (Check box if required):  MSO  MCO

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
*Customer must fill out the information above before the order can be processed.*

**Chassis Information**

Year: 2015	Make: FORD	Model: F-450	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	Cab-to-Axle: 60.0	Wheelbase: 141.0	F.O. Number #:	Vin:

**Comments:**

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

DESCRIPTION	AMOUNT
9' CRYSTEEL "E" SERIES GLADIATOR - QUICK-DROP TAILGATE - 50000 PSI YIELD STRENGTH HIGH TENSILE STEEL CONSTRUCTION - 87" ID X 96" OD WIDTH - 20" SIDES AND 26" TAILGATE - 8 GA SIDES AND ENDS - 3/16" AR 400 FLOOR - 40" TAPERED FRONT BULKHEAD WITH INTEGRAL 12" CABSHEILD - FLAME CUT WINDOW IN BULKHEAD - AERODYNAMIC FRONT AND REAR CORNER POSTS - DIRT SHEDDING REAR POSTS AND TAILGATE - TUBULAR WESTERN-STYLE CROSSMEMBERLESS UNDERSTRUCTURE - FMVSS108 LIGHTS AND REFLECTORS - RUBBER REAR FLAPS - UNDERCOATED - PAINTED ONE COLOR ENAMEL - ELECTRIC ENGINE HOUR METER - BACKUP ALARM - ICC BUMPER / NO HITCH - 6 WAY TRAILER PLUG - SHOVEL HOLDER - STEEL SPLASH GUARDS IN FRONT OF REAR WHEELS ( FRAME MOUNTED)	
CLEAR L.E.D. WORK LIGHT FOR SPREADER	
LED LIGHT UPGRADE	
WHELEN DOT LIGHTING SYSTEM (DOT3502) - INCLUDES L31 LED BEACON LIGHT AND REAR STT AND BACK UP LIGHTS ON REAR POSTS - SELF-LEVELING BRKT FOR STROBE ON CABSHEILD	
MTE/FORCE AMERICA HYDRAULICS PACKAGE TO OPERATE HOIST, SPREADER, AND SUPPLY OIL TO PLOW STANDARD EQUIPMENT: - ELECTRIC MANIFOLD VALVE ASSEMBLY	



**DESCRIPTION**

**AMOUNT**

- 13 GALLON CAPACITY HYDRAULIC RESERVOIR/ENCLOSURE WITH INTERNAL FILTER
- FILLER/BREATHING CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG
- 60 P.S.I. CONDITION INDICATOR
- WEATHER TIGHT COVER
- HYDRAULIC RESERVOIR/ENCLOSURE WILL BE MOUNTED ON FRAME RAIL, POWDER COATED BLACK
- FORCE 5100EX GROUND BASED SPREADER CONTROL
- FEEDBACK HARNESS FOR CLOSED LOOP OPERATION OF SPREADER
- JOYSTICK CONTROL FOR PLOW
- DASH MOUNTED TOGGLE SWITCH FOR HOIST
- HOT SHIFT PTO / HYDRAULIC PUMP
- HINGE POINT MOUNTED MANIFOLD FOR SPREADER QUICK CONNECTION
- MISCELLANEOUS HOSES & FITTINGS
- INSTALLED

ONE-TON HYDRAULICS - RECOMMENDED FOR DIESEL ENGINE APPLICATIONS ONLY. OPERATING PLOW FUNCTIONS WITH A GAS ENGINE MAY CAUSE IT TO STALL

**9' WESTERN PRO PLUS PLOW**

**STANDARD EQUIPMENT:**

- EXTRA WIDE FLARED RECEIVER BRACKETS
- QUICK & EASY ATTACHMENT
- NIGHTHAWK HALOGEN ILLUMINATION
- OPTIMUM-STRENGTH POWER BAR
- TUBULAR QUADRANT
- MASSIVE PIVOT POINT
- A FRAME CONSTRUCTION
- HIGH-STRENGTH STEEL BASE CHANNEL
- INSTALLED
- TWO-YEAR LIMITED WARRANTY
- RUBBER SNOW DEFLECTOR

**MONROE UNDER-TAILGATE SPREADER, MS966-RF-GB, GEARBOX DRIVE, REVERSE FLIGHTED**

- 201 STAINLESS STEEL
- 7 GA. TROUGH
- 1/4" END PLATES
- FULL OPENING TOP AND BOTTOM CLEAN-OUT DOORS
- 6" AUGER DIAMETER
- QUICK DETACH MOUNTING BRACKETS
- TAILGATE SHIELDS
- LED STT LIGHTS ON REAR OF SPREADER
- APPLICATION RATE SENSOR IN SPREADER FOR CLOSED LOOP OPERATION
- STAINLESS STEEL SPINNER ASSEMBLY
- INSTALLED

**Quote Total: \$36,839.00**

**Additional Options:**

DESCRIPTION	AMOUNT	ADD TO QUOTE Yes / No
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**Notes:**

- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- ◆ State and Federal taxes will be added where applicable.



# MEMO

Date: August 25, 2015

To: Valerie L. Salmons, Village Administrator

From: Daniel Dinges, Public Works Director

Re: *Street Division Purchase of One (1) Pick-Up Truck*

I have received all of the necessary information regarding the purchase of one (1) Four-Wheel Drive Pick-Up Truck equipped with a snow plow through the State of Illinois Joint Purchase Program.

Bob Ridings Incorporated of Taylorville, Illinois was awarded the contract for these vehicles. The total cost for the truck is \$33,842. This price includes a snowplow and delivery to Bartlett. There is a budget of \$35,000 in the Vehicle Replacement Budget for this vehicle.

The new truck will replace Truck #2005-43. The old truck will be sold at auction after the new truck is received.

I would recommend the Village of Bartlett purchase one (1) Ford Pick-Up Truck from Bob Ridings Incorporated of Taylorville for the total amount of \$33,842.

Please place this on the next available Village Board Agenda.

cc: Jeff Martynowicz, Finance Director

## Motion

I move the Village Board award the purchase of One (1) 4-Wheel Drive Ford Pick-Up Truck through the State of Illinois Joint Purchase Program to Bob Ridings Incorporated of Taylorville, Illinois for the total amount of \$33,842.

**Bob Ridings Fleet Sales**  
**Todd Crews, Fleet Sales Mgr.**  
**931 Springfield Rd**  
**Taylorville IL 62568**  
Email toddfleet@aol.com

Ph. 217-824-2207

Fax 217-824-4252

Monday, August 24, 2015

KEITH WATSON  
VILLAGE OF BARTLETT  
228 S MAIN ST  
BARTLETT, IL 60103

Dear Keith:

Thank you for your inquiry about our Fleet Sales Program, note this proposal is in association with our State of Illinois contract # 4017340. We are pleased you are again considering us for your new truck and we can order it as follows. Delivery is estimated in 90-120 days after your order, note THIS PROPOSAL LETTER IS NOT AN ORDER, you must issue a purchase order to confirm, **ORDERS ARE DUE BY 9-30-15, call if any questions or changes and thanks,**

<b>1</b>	<b>2015 Ford F250 Regular Cab 4x4 Pickup w/8ft LONG Bed</b>	
	Includes All Standard Pkg Equipment	
	6.2 Litre V8 w/6spd Automatic	10,000 GVWR
	Air Conditioning, Tilt Wheel, AM/FM Stereo	
	HD Trailer Pkg w/Hitch & Wiring	\$20,080.00
	Cruise Control & Power Windows/Locks/Mirrors NOT Ordered	
ADD	Auxil Springs & Stabilizer Bar	\$150.00
	Electric Shift on the Fly 4x4	\$175.00
	3.73 Electronic Locking Axle	NOT Ordered
	All Terrain Tires	\$150.00
	Snowplow Prep Pkg	\$75.00
	Factory Upfitter Switch Panel	\$125.00
	Sliding Rear Window	\$125.00
	TWO Extra Programmed Keys	\$50.00
	Factory Running Boards	\$300.00
	Molded Mudflaps, Set	\$125.00
	Delivery to your Location	\$225.00
	New Municipal Lic & Title NOT Ordered, Recommended	
	Dk Blue Ext, Steel Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering	
	<b>YOUR COST, P/O # Pending</b>	<b>\$21,580.00</b>

Please contact me with any questions and thanks for your business!

Sincerely,

Todd Crews  
Fleet Sales Manager



QUOTATION  
 Monroe Truck Equipment  
 1051 W 7th Street  
 Monroe, WI 53566  
 Phone: 608-329-8103  
 Fax: 608-329-8521  
 Email: bsmith@monroetruck.com  
[www.monroetruck.com](http://www.monroetruck.com)

Quote Number: 9BES001602  
 Job Order Number:  
 Quote Date: 8/19/2015  
 Quote valid until: 9/18/2015  
 Terms: NET 30  
 Salesperson: SCHWAB, JEFF  
 Quoted By: Bob Smith

Customer: BARTLETT, VILL OF, (1652500)  
 1150 BITTERSWEET DR  
 BARTLETT, IL 60103

Contact: PAUL KUESTER DIR. PUB WORKS  
 Phone: 630-837-0811 Fax: 630-837-9043  
 Email:

Dealer Code: \_\_\_\_\_

P.O. Number: \_\_\_\_\_

REASSIGN (Required for pool units):  Fleet  Retail

MSO/MCO (ONLY check if legally required):  MSO  MCO

Accepted by: \_\_\_\_\_  
*Customer must fill out the information above before the order can be processed.*

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

**Chassis Information**

Year: 2016	Make: FORD	Model: F-250	Chassis Color:	Cab Type: REGULAR
Single/Dual: SRW	Cab-to-Axle: 56.0	Wheelbase: 137.0	F.O. Number #:	Vin:

**Comments:**

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

DESCRIPTION	AMOUNT
-------------	--------

- 8' BOSS SUPER DUTY STEEL STRAIGHT BLADE SNOWPLOW
- SMARTHITCH 2
- SMARTTOUCH 2 CONTROLLER
- SMARTLIGHT 2
- SMARTSHIELD
- CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM
- HEAVY-DUTY PUSH FRAME
- REINFORCED STEEL MOLDBOARD
- CAST-IRON PLOW SHOES
- INSTALLED
- TWO-YEAR LIMITED WARRANTY
- RUBBER SNOW DEFLECTOR FOR BOSS PLOW
- BACKUP ALARM
- FEDERAL SIGNAL STROBE BEACON MOUNTED TO THE ROOF

- CUSTOM HYDRAULICS FOR PLOW ONLY / ELECTRIC VALVE WITH PENDANT CONTROL
- FAN BELT KIT WITH CLUTCH PUMP FOR 6.2 L GAS ENGINE / FORD
- ELECTRIC HYDRAULIC VALVE
- PENDANT CONTROL FOR PLOW
- 5 GALLON CAPACITY HYDRAULIC RESERVOIR MOUNTED UNDER PICKUP BED
- WILL USE FACTORY FUEL FILL DOOR FOR FILLING HYD TANK
- INSTALLED

Quote Total: \$12,262.00

**Additional Options:**

DESCRIPTION	AMOUNT	ADD TO QUOTE Yes / No
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**Notes:**

- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- ◆ State and Federal taxes will be added where applicable.





## Agenda Item Executive Summary

Item Name	Liquor License Application	Committee or Board	Board
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### BUDGET IMPACT

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

### EXECUTIVE SUMMARY

Attached for your consideration is the liquor license application submitted by Starbucks Coffee #2347 located at 1681 S. Route 59.

The owners are requesting a Class B license. The Class B license 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 Friday and Saturday from 8:00 a.m. to 2:00 a.m.

### ATTACHMENTS (PLEASE LIST)

Liquor License Application  
Police Department Memorandum 15-33

### ACTION REQUESTED

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

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Issue Liquor License

Motion: I move to approve the Class B liquor license application submitted by Starbucks Coffee #2347

Staff:	Assistant Village Administrator	Date:	August 24, 2015
	Paula Schumacher		

# Memorandum

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**To:** Valerie L. Salmons, Village Administrator  
**From:** Paula Schumacher, Assistant Village Administrator  
**Date:** 8/24/2015  
**Re:** Liquor License Application

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Attached for your consideration is the liquor license application submitted by Starbucks Coffee #2347 located at 1681 S. Route 59.

The owners are requesting a Class B license. The Class B license 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 Friday and Saturday from 8:00 a.m. to 2:00 a.m.

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

250 - app fee  
# 872760

900  
# 872755

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



### LIQUOR LICENSE APPLICATION

Date: 01/22/2015

Class of License: B

License Fee: \$900.00

1. Business Name: STARBUCKS COFFEE #2347
2. Business Address: 1681 SOUTH IL RT 59
3. Telephone Number: (630) 372-1165
4. Contact Name: ANNA GLOVER
5. Email Address: aglover@starbucks.com
6. Registered Corporate Name: COFFEE HOUSE HOLDINGS, INC.
7. Date of Incorporation: 11/08/2011 State of Incorporation: WA
8. Retailer Occupational/Sales Tax Number: 4069-2310
9. State principal kind of business: RETAIL - COFFEE
10. Description of premises or portion thereof sought to be licensed:  
COFFEE SHOP
11. Does applicant seek a License to sell Liquor on the premises as a restaurant: YES

If so, are premises:

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

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

What is the seating capacity of the restaurant: 43

17. Has any manufacturer, distributor or importing distributor directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value, or any credit (other than merchandising credit in the ordinary course of business for a period not to exceed 30 days) or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business? NO
18. Is the applicant engaged in the manufacture of alcoholic liquors? NO  
If so, at what location: N/A
19. Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors? NO  
If so, at what location: N/A
20. List any Officer, Director, Manager and any person owning directly or beneficially five (5%) percent or more of the Corporate Stock of the business.  
N/A
21. Has any Officer, Director, or Manager of said Corporation or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of any felony under any Federal or State law? NO  
If so, give,  
Name: N/A  
Date of the offense: N/A  
Nature of the Offense: N/A  
Disposition of said conviction: N/A
22. Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of a violation of any Federal, State or Local law within the last 10 years? NO  
If so, give,  
Name: N/A  
Date of the offense: N/A  
Disposition of said conviction: N/A

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

If so, give,

Name of licensee: N/A

Date of revocation: N/A

Reason: N/A

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

Name of the Liquor Manager: BRANDY LINDSTROM-PSENICKA

Residence Address: 0N104 PIERCE AVE WHEATON, IL 60187

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

YES

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

If so,

Where: BARTLETT POLICE DEPARTMENT

When: MAY 2015

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

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

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

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

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

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

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

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

**AFFIDAVIT**

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

The undersigned swears (or affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

\_\_\_\_\_  
Signature \_\_\_\_\_ President\*  
*Sophie Hagen Hume*  
Signature \_\_\_\_\_ Secretary

Subscribed and sworn to by *Sophie Hagen Hume*  
before me this *23rd* day of *February* 20*15*

*[Signature]*  
Notary Public

(Seal)



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



5. Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality: NO

If so, give,

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

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

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

If so, give,

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

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

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

If so,

State particulars: \_\_\_\_\_

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

If so, give,

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

Reason for revocation: \_\_\_\_\_

9. In what capacity are you employed by the applicant: Store Manager

10. Give name of person who appointed you in your present capacity:

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

Date of appointment: \_\_\_\_\_

11. List employer for past five year:

Name: Starbucks Coffee Company

Address: \_\_\_\_\_

Manager's name: \_\_\_\_\_

Employment type: \_\_\_\_\_

AFFIDAVIT

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

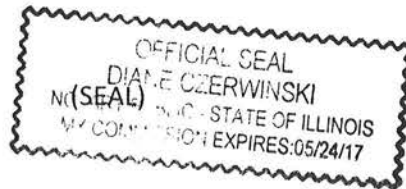
The undersigned swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws of the State of Illinois or the Laws of the State of Illinois or the Laws of the United States of America, in the conduct of the place of business described herein.

The undersigned further swears (of affirms) that he/she shall conduct the business in a manner consistent with all representations made on this application and consistent with any representations made before the Local Liquor Commissioner.

Brandi Lundstrom  
Signature of Manager or Agent

Subscribed and sworn to by Brandi Lundstrom  
before me this 4 day of August, 2015

[Signature]  
Notary Public



**CORPORATION INVESTIGATION AUTHORIZATION/RELEASE**

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

**INVESTIGATION AUTHORIZATION**

I, \_\_\_\_\_ 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.

Sophie Hager Hume  
Signature of Applicant

Subscribed and sworn to by Sophie Hager Hume  
before me this 23<sup>rd</sup> day of February, 2015

[Signature]  
Notary Public

(SEAL)





**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6980496

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heidi Bockus; Krista M. Lee

all of the city of Seattle, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of May, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 7th day of May, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

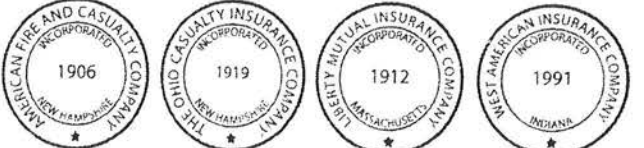
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of July, 2015.




By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**POLICE DEPARTMENT MEMORANDUM**  
**15-33**

**DATE:** May 26, 2015  
**TO:** Paula Schumacher, Assistant Village Administrator  
**FROM:** Kent F. A. Williams, Chief of Police   
**RE:** Liquor License Applicant

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

Brandi Lindstrom-Psenicka

Business: Starbucks

The applicant's criminal records were checked through the Bureau of Identification and Federal Bureau of Identification and there is no record that would disqualify her as an applicant under Illinois Law.

KFAW/hma

cc: Diane Czerwinski  
File



**COMMERCIAL LEASE**  
**(Multi-Tenant Building/Shopping Center)**  
**BARTLETT, ILLINOIS**

THIS COMMERCIAL LEASE (the "Lease"), is made and entered into as of July 14, 1999, by and between Bartlett Office Limited Partnership, an Illinois limited partnership ("Landlord") and Starbucks Corporation, a Washington corporation ("Tenant").

1. **PREMISES.** Landlord is the owner of real property and a building to be constructed and located at the northeast corner of Route 59 & Army Trail Road, Bartlett, IL 60103 (the "Building") in a shopping center commonly known as The Shops at Far Hills (the "Shopping Center") and situated upon the real property legally described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"). In consideration of the mutual promises, covenants and conditions herein set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain premises in the Building with an address of \_\_\_\_\_ containing approximately 2,250 square feet of floor area and a drive-thru facility as shown by cross-hatching on Exhibit B attached hereto and by this reference incorporated herein (the "Premises").

2. **TERM.**

2.1 **Term.** The initial term of this Lease shall be for ten (10) years, commencing on the Rent Commencement Date (as defined in Section 3.1 below), and ending on the last day of the month in which the 10th anniversary of the Rent Commencement Date occurs (the "Expiration Date"), unless sooner terminated or extended as provided herein (the "Initial Term"). If the Expiration Date of the Lease occurs after September 30, and prior to the succeeding February 28, the term of the Lease shall automatically extend until the last day in the succeeding February. Promptly after the Rent Commencement Date, Landlord and Tenant shall execute a memorandum stating the actual Commencement Date (as defined in Section 2.2. below), Rent Commencement Date and Expiration Date. For purposes of this Lease, the word "Term" shall mean the Initial Term and any Extension Term (as defined in Section 2.4 below).

2.2 **Delivery.** The Lease shall commence upon delivery of the Premises by Landlord and acceptance of the Premises by Tenant, no earlier than sixty (60) days and no later than seventy five (75) days after Landlord notifies Tenant of the anticipated date that the Premises will be ready for occupancy, (the "Commencement Date"). Tenant shall not be deemed to have accepted possession of the Premises until each of the following conditions has been satisfied: (a) Landlord has substantially completed Landlord's Work (as defined in Section 4.2); (b) Landlord and Tenant have executed and delivered a written notice of delivery and acceptance of the Premises in the form attached hereto as Exhibit D; and (c) Landlord has delivered a fully executed copy of this Lease to Tenant. Tenant shall not be required to take possession of the Premises prior to November 1, 1999 (the "Scheduled Delivery Date").

(21) days of receipt of Landlord approved plans. Rent for any period during the Term less than one calendar month shall be prorated on a daily basis based on a three hundred sixty-five (365) day year.

3.2. Intentionally Deleted.

4. **CONDITION OF THE PREMISES, POSSESSION AND TENANT ALLOWANCE.**

4.1 Condition of the Premises. Landlord represents and warrants that, as of the Commencement Date, Landlord's Work (as defined in Section 4.2 below) and all parking and structural parts of the Premises and the Building/Shopping Center including, without limitation, the foundation, roof, exterior walls, plumbing, electrical and other mechanical systems (a) meet and comply with all federal, state, and local laws, ordinances and regulations and all handicapped accessibility standards, including, without limitation, those promulgated under the Americans With Disabilities Act ("ADA"), and (b) are seismically and otherwise sound and in good, workable and sanitary order, condition, and repair at the time of delivery of the Premises to Tenant. Landlord shall correct any latent defects promptly after Tenant notifies Landlord of any such defect. Landlord represents and warrants that it has disclosed to Tenant any conditions or restrictions within Landlord's knowledge that would adversely affect Tenant's store design, construction and use as contemplated by this Lease.

4.2 Landlord's Obligations. Landlord shall substantially complete all items described on Exhibit C attached hereto and by this reference incorporated herein ("Landlord's Work") at its sole cost and expense in a good and workmanlike manner before delivering the Premises to Tenant.

Landlord shall notify Tenant in writing when the Premises are ready for Tenant's occupancy and Tenant shall arrange promptly to inspect the Premises. At the time of Tenant's inspection, Landlord shall demonstrate all of Landlord's Work including all mechanical systems of the Premises. Within thirty (30) days of Tenant's taking possession of the Premises, Tenant shall deliver to Landlord a written punchlist of all incomplete or faulty items of construction or mechanical installation, and any necessary mechanical adjustments and finish work needed to bring the Premises into the condition required under this Article. Landlord shall substantially repair all punchlist items within thirty (30) days of the date Tenant submits punchlist items.

If the Premises and the Building/Shopping Center are not in the condition required under this Article on the Scheduled Delivery Date then Tenant may, at its option, either (a) delay acceptance of possession until the Premises and the Building/Shopping Center are in the condition required under this Article and pursue its remedies under Section 4.3; or (b) accept possession of the Premises and allow Landlord to complete all work necessary to bring the Premises into the required condition. As used herein, "substantially complete" and "substantially repair" shall mean such degree of completion or repair which does not materially interfere with Tenant's completion of its Initial Improvements nor with Tenant's use, benefit and enjoyment of the Premises.

the drive serving Tenant's drive-thru facility shall be located on any portion of the Property not owned by and with fee title vested exclusively in Landlord or as to which real property Landlord does not have valid and sufficient easement rights.

5. USE.

5.1 Use. Tenant may use and occupy the Premises for a coffee store and drive-thru facility and related uses including, at Tenant's discretion, the retail sale of (a) fresh whole and ground coffee beans, (b) coffee by the cup, (c) espresso-based drinks, (d) pre-packaged coffee beans, (e) teas and spices, (f) coffee and tea related equipment and supplies, (g) books, magazines and newspapers, (h) baked goods, (i) assorted salads, sandwiches and gourmet food items, (j) seasonal, promotional and Tenant branded merchandise, (k) frozen desserts and novelties, and (l) other items that Tenant makes available for sale in the ordinary course of business at its other stores and/or for any other lawful retail or restaurant use that is not in conflict with a written exclusive use listed on Exhibit J granted to another tenant in the Building/Shopping Center prior to the date of this Lease

5.2 Compliance with Law. During the Term, Tenant, at its expense, shall comply promptly with all laws, rules, and regulations made by any governmental authority having jurisdiction over Tenant's use of the Premises pertaining to (a) the physical condition of any improvements constructed by Tenant in the Premises; and (b) Tenant's business operations in the Premises. Tenant shall not be required to make any seismic or structural upgrades, repairs, improvements or alterations to the Premises or the Building/Shopping Center in order to comply with the requirements of this Section. Landlord, shall comply with all other laws, rules, regulations, and ordinances made by any governmental authority affecting the Premises, Building/Shopping Center and/or the Property including, without limitation, all handicapped accessibility requirements. Compliance with structural matters shall be at Landlord's sole cost and expense. Compliance required relative to common area elements shall be chargeable through Common Area Maintenance expenses, subject to Section 12 of this Lease.

5.3 Operations. Tenant shall operate its business in such manner and at such hours as Tenant considers proper in Tenant's business judgment. It is expressly understood and agreed that Tenant makes no representations or warranties, oral or written, as to the level of gross sales it may generate from the Premises or the number of customers that it will bring to the Building/Shopping Center.

5.4 Exclusivity. Landlord shall not use or allow any other person or entity (except Tenant) to use any portion of the Property for the sale of (a) freshly ground or whole coffee beans, (b) espresso, espresso-based coffee drinks or coffee-based drinks, or (c) gourmet, brand-identified brewed coffee. This restriction shall also apply to kiosks and carts. Full service, sit-down restaurants serving a complete menu may sell brewed coffee or hot espresso drinks for on-premises consumption only.

5.5 Intentionally Deleted.

6.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in broom clean condition, except for ordinary wear and tear.

6.4 Landlord's Rights. If Tenant fails to perform Tenant's obligations under this Article, Landlord may, but shall not be required to, enter upon the Premises, after thirty (30) days prior written notice to Tenant, and put the same in good order, condition and repair, and the reasonable costs thereof shall become due and payable as additional rental to Landlord together with Tenant's next Base Rent installment falling due after Tenant's receipt of an invoice for such costs. Notwithstanding the foregoing, Landlord's rights under this Section shall be subject to Section 23.14.

### 6.5 Alterations and Additions.

6.5.1 Initial Improvements. Tenant, at Tenant's cost, may install such initial tenant improvements in the Premises as Tenant deems necessary or desirable for the conduct of Tenant's business therein (the "Initial Improvements"). Tenant shall submit the plans and specifications (the "Plans") for any structural elements of the Initial Improvements to Landlord for Landlord's review and approval. Landlord shall have a period of fourteen (14) days (the "Review Period") to review the Plans. Landlord shall not unreasonably withhold, condition or delay its approval of the Plans. Landlord shall be deemed to have approved the Plans as presented unless, on or before the last day of the Review Period, Landlord has delivered to Tenant a written description of the specific structural items in the Plans that are not acceptable and a description of the specific changes that must be made to the Plans to secure Landlord's approval. Tenant shall either (a) submit modified plans for approval; or (b) terminate the Lease if Landlord's requested revisions are not acceptable to Tenant in its sole discretion. The review and approval process described above shall continue until such time as Landlord has either approved the Plans in writing (the "Final Plans") or Tenant has terminated the Lease. Once Tenant's plans and specifications have been approved by Landlord then, in the event of any conflict between the approved plans and the construction requirements set out in this Lease, the exhibits hereto or any guidelines referred to herein, then the approved plans shall control and supersede such design and construction guidelines and in no event shall Tenant be required to remodel the Premises to conform to such guidelines.

6.5.2 Subsequent Improvements. After the installation of the Initial Improvements, Tenant may make such interior non-structural alterations, improvements and additions to the Premises including, without limitation, changing color schemes, installing new countertops, flooring, wall-covering and modifying the layout of the tenant fixtures, as Tenant deems necessary or desirable without obtaining Landlord's consent. Notwithstanding the foregoing, Tenant shall not make any alterations, improvements, additions or repairs in, on, or about the Premises which affect the structure or the mechanical systems of the Building/Shopping Center without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall be deemed to have approved any subsequent improvement proposed by Tenant unless Landlord disapproves of Tenant's proposal in writing within fourteen (14) days of receiving Tenant's proposal and request for consent.



person in any one accident or occurrence and in an amount of not less than Two Million Dollars (\$2,000,000) for injury to or death of more than one person in any one accident or occurrence. Tenant's insurance shall be primary with respect to any claim arising out of events that occur in the Premises.

7.1.2 Property Insurance. Commercial property form insurance with a special form endorsement to the extent of at least eighty percent (80%) of the insurable value of Tenant's fixtures, equipment and inventory in the Premises. During the Term, Tenant shall use the proceeds from any such policy or policies of insurance for the repair or replacement of the insured property unless Tenant elects to terminate the Lease under Section 9 hereof. Landlord shall have no interest in any insurance proceeds Tenant receives for Tenant's Property and Landlord shall sign all documents which are necessary or appropriate in connection with the settlement of any claim or loss by Tenant. Tenant's policies shall not be contributing with or in excess of any coverage which Landlord shall carry on the Building/Shopping Center.

7.1.3. Tenant's Right to Self Insure. Notwithstanding the requirements of any other sections of this Lease, Tenant shall have the right, at its sole election, to self insure with respect to some or all of the required insurance coverage provided that Tenant shall have the right only as long as Tenant maintains a net worth in excess of Two Hundred Million Dollars (\$200,000,000). At Landlord's request, but no more than twice annually, Tenant will provide Landlord with reasonably satisfactory evidence establishing that Tenant has maintained its net worth in excess of Two Hundred Million Dollars (\$200,000,000).

7.2 Landlord's Insurance. During the Term of this Lease, Landlord shall obtain and keep in full force and effect, the following insurance from an insurance company rated at least A-VIII or better in Best's Insurance Reports. The insurance required to be carried by Landlord under this Section shall be referred to herein as "Landlord's Insurance." Upon Tenant's request, Landlord will provide Tenant with a copy of the certificate evidencing Landlord's Insurance.

7.2.1 Liability Insurance. Bodily injury, personal injury and property damage insurance (to include without limitation contractual liability covering Landlord's obligations under Section 7.5) insuring against claims of bodily injury or death, personal injury or property damage arising out of or in connection with (a) Landlord's activities upon, in or about the Premises; or (b) the use or occupancy of the Building/Shopping Center in a limit of not less than One Million Dollars (\$1,000,000) for injury to or death of one person in any one accident or occurrence and in an amount of not less than Two Million Dollars (\$2,000,000) for injury to or death of more than one person in any one accident or occurrence. Landlord's Insurance shall be primary with respect to any claim arising out of events that occur outside the Premises.

7.2.2 Property Insurance. Commercial property form insurance insuring the Building/Shopping Center (excluding any property which Tenant is obligated to insure under Section 7.1), against damage and destruction by fire, vandalism, and other perils in the amount of the full replacement value of the Building/Shopping Center, as such value may exist from time to time.

listed or regulated by any Environmental Law or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl.

8.3 Landlord's Covenants. Landlord warrants, represents, covenants and agrees as follows:

8.3.1 To the best of Landlord's knowledge, no Hazardous Substance has been released, discharged or disposed of on, under or about the Premises, the Building/Shopping Center or the Property (or off-site of the Premises which might affect the Premises or the Building/Shopping Center) by any entity, firm or person, or from any source whatsoever.

8.3.2 Landlord shall require each of its employees, agents, contractors, subcontractors, tenants, subtenants, or any other party over whom Landlord has supervision or control or right of the same to comply with all applicable Environmental Laws.

8.3.3 To the best of Landlord's knowledge, there are no underground storage tanks on the Premises, the Building/Shopping Center or the Property, and no underground storage tanks have been removed from the Premises, the Building/Shopping Center or the Property. To the best of Landlord's knowledge, there is no asbestos or asbestos containing material in or on the Premises or the Building/Shopping Center, and no asbestos or asbestos containing material has been removed from the Premises or the Building/Shopping Center. To the best of Landlord's knowledge, no facilities involving the manufacture or disposal of any Hazardous Substance or the use or storage of more than five hundred (500) gallons of any Hazardous Substance per year, including, without limitation, gasoline stations, automobile repair facilities, junkyards, landfills, waste treatment storage, disposal, processing or recycling facilities have been located on or adjacent to the Premises, the Building/Shopping Center or the Property.

8.3.4 Landlord shall give prompt notice to Tenant of: (a) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Premises or the Building/Shopping Center (or off-site of the Premises that might affect the Premises) or related to any loss or injury that might result from any Hazardous Substance; (b) all claims made or threatened by any third party against Landlord or the Premises, the Building/Shopping Center or the Property relating to any loss or injury resulting from any Hazardous Substance; and (c) Landlord's discovery of any occurrence or condition on the Premises, the Building/Shopping Center or the Property (or off-site of the Premises that might affect the Premises) that could cause the Premises or any part thereof, to be subject to any restriction on occupancy or use of the Premises under any Environmental Law.

8.3.5 If any Hazardous Substance is deposited, released, stored, disposed, discovered or present in or on the Premises, the Building/Shopping Center or the Property, Landlord, at Landlord's expense, shall (subject to Tenant's obligations set forth in Section 8.5.1) in a manner that complies with all applicable laws, rules, regulations and policies of any governmental body with jurisdiction over the same, remove, transport and dispose of such substances and perform all remediation and cleanup necessary or advisable to remediate any



damage occurs, then either Landlord or Tenant may elect to terminate the Lease effective as of the date of such damage or destruction. Within thirty (30) days after the date of such damage, the parties shall determine how long the repair and restoration will take. After that determination has been made, either Landlord or Tenant shall have a period of thirty (30) days to terminate the Lease by giving written notice to the other party.

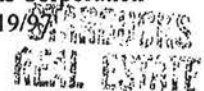
9.2 Repair After Damage. If neither party gives notice of its election to terminate as provided in Section 9.1, then Landlord shall, subject to the provisions of this Section, immediately commence and diligently pursue to completion the repair of such damage so that the Premises and the Building/Shopping Center are restored to a condition of similar quality, character and utility for Tenant's purposes, including restoration of all items described on Exhibit C existing in the Premises prior to such damage. In the event that there is no Exhibit C to this Lease, Landlord shall restore the Premises and the Building/Shopping Center to a condition of similar quality, character and utility for Tenant's purposes existing in the Premises prior to such damage. Notwithstanding anything contained herein to the contrary, if the Premises or the Building/Shopping Center is not repaired and restored within two hundred seventy (270) days from the date of the damage, Tenant may cancel the Lease at any time before Landlord completes the repairs and delivers the restored Premises to Tenant. If Tenant does not so terminate, Landlord shall diligently continue to restore the Premises. In the event of termination, Landlord shall return any prepaid Base Rent and other prepaid amounts to Tenant within thirty (30) days from the date of termination of the Lease.

9.3 Uninsured Damage. If damage or destruction is caused by a peril not required to be insured against hereunder and for which insurance proceeds are not available, either Landlord or Tenant may terminate this Lease by thirty (30) days written notice to the other of its election so to do and the Lease shall be deemed to have terminated as of such date unless the other party agrees in writing to pay for such repairs or restoration.

9.4 Damage During Final Two Years. If any structural damage or destruction occurs to the Premises during the last two (2) years of the Initial Term or any Extension Term and the portion of the cost to repair the damage that is not covered by insurance exceeds Fifteen Thousand Dollars (\$15,000), either Landlord or Tenant may terminate the Lease upon giving the other party thirty (30) days written notice; provided, however, that if Landlord notifies Tenant that it wishes to terminate the Lease, then Tenant may, if it has not already done so, exercise its right to extend the term of the Lease under Section 2.4 whereupon Landlord's election to terminate shall be null and void.

9.5 Landlord's Right to Terminate. If the Building/Shopping Center is substantially damaged and Landlord decides to demolish the Building/Shopping Center and not to replace it with a similar building or shopping center, then Landlord may terminate this Lease if it also terminates the leases of all other tenants in the Building/Shopping Center.

9.6 Abatement of Rent. If Landlord is required to repair or restore the Premises and/or the Building/Shopping Center under any provision of this Article and Tenant's use of the Premises is materially and substantially affected, then until Landlord completes such repair or



11. UTILITIES. Tenant shall pay for all water, gas and electricity used by Tenant during the Term, all of which shall be measured through proper and sufficient meters or, with Tenant's approval, submeters installed at Landlord's expense and maintained by Tenant. If any such services cannot be separately metered to Tenant, Tenant shall pay a reasonable share of all charges for utilities jointly metered with other premises. If all tenants using utilities measured by a joint meter have comparable usages, Tenant's share shall be the portion of the charges for such utilities equal to the ratio which the square feet of floor area of the Premises bears to the total square feet of floor area served by the joint meter. If usages are not comparable, Tenant's share shall be such equitable proportion as Landlord and Tenant may agree upon. Landlord shall not charge Tenant a rate for any utility in excess of the rate Landlord pays the supplier of the service. Tenant shall have the right to sufficient utilities and ventilation necessary to support its intended use of the Premises. Without limiting the foregoing, Landlord either (a) represents and warrants that the Building has sufficient electrical capacity to allow Tenant to draw 400 amps of service to the Premises without adverse impact on other occupants or the need for an upgrade in utility service; or (b) covenants to upgrade the electrical capacity of the Building, at Landlord's sole cost and expense, to allow Tenant to draw 400 amps of service to the Premises without adverse impact on other occupants.

12. TENANT'S PRO RATA SHARE OF COMMON AREA MAINTENANCE, INSURANCE AND TAXES.

12.1 General Definitions. The term "Operating Expenses" shall mean the reasonable and necessary, out-of-pocket costs and expenses actually paid in any calendar year directly attributable to maintaining, operating, and providing services to and for the Common Areas (as defined below), including the costs of utilities, maintenance, supplies and wages, and subject to the exceptions set forth in Section 12.5. If Landlord calculates Operating Expenses on a Lease Year basis, references in this Article to calendar year shall be changed to Lease Year where appropriate. The term "Common Areas" shall mean all portions of the Building/Shopping Center (excluding the Premises and any other space in the Building/Shopping Center designed to be leased to another tenant for its exclusive use) including landscaped areas, parking lots, detention pond(s), retaining walls, maintenance and repair of the roof, and sidewalks. Also included in this definition as permitted Operations Expenses, are the costs and expenses to maintain the Common Areas of the overall development, as outlined in the attached Declaration of Mutual and Reciprocal Easements, Covenants, and Restrictions. The terms "Landlord's Insurance" and "Real Property Taxes" shall have the meanings assigned in Sections 7.2 and 10.1 respectively.

12.2 Definition of Tenant's Pro Rata Share. Tenant's Pro Rata Share shall be equal to twenty-four and six tenths percent (24.6%) which is the ratio of the total square feet of leasable floor area of the Premises (2,250 square feet) to the total square feet of leasable area in the Building/Shopping Center (Tenant's "Pro Rata Share"). Landlord represents that as of the date hereof, the Building/Shopping Center contains 9,147 square feet of leasable area. If the number of square feet of leasable area in the Building/Shopping Center increases during the Term, then Tenant's Pro Rata Share shall be adjusted accordingly.

interest and principal amortization of debts; (8) charitable or political contributions; (9) costs of improving or renovating space for a tenant or space vacated by a tenant; (10) any amounts expended by Landlord to comply with any Environmental Laws; (11) costs to correct original or latent defects in the design, construction or equipment of the Building/Shopping Center; (12) expenses paid directly by any tenant for any reason (such as excessive utility use); (13) any repair, rebuilding or other work necessitated by condemnation, fire, windstorm or other insured casualty or hazard (exclusive of any deductible expense); (14) any expenses incurred (i) to comply with any governmental regulations and rules or any court order, decree or judgment including, without limitation, the Americans with Disabilities Act; or (ii) as a result of Landlord's alleged violation of or failure to comply with any governmental regulations and rules or any court order, decree or judgment; (15) leasing commissions, advertising expenses and other costs incurred in leasing or procuring new tenants; (16) rental on ground leases or other underlying leases; (17) attorneys' fees, accounting fees and expenditures incurred in connection with tax contests or negotiations, disputes and claims of other tenants or occupants of the Building/Shopping Center or with other third parties except as specifically provided in the Lease; (18) cost of the initial stock of tools and equipment for operation, repair and maintenance of the Building/Shopping Center; and (19) amounts billed (directly or indirectly) for salaries, overhead and administrative and/or management fees, office expenses, rent and office supplies which (i) in the aggregate, exceed fifteen percent (15%) of the total cost of the Operating Expenses; (ii) are duplicative; or (iii) do not represent costs incurred for actual services.

**12.6 Records.** Landlord shall keep records showing all expenditures incurred as Operating Expenses, Landlord's Insurance and Real Property Taxes for each calendar year for a period of three (3) years following each year, and such records shall be made available for inspection and photocopying by Tenant and/or its agents during ordinary business hours in the city in which the Landlord or Landlord's managing agents offices are located.

**12.7 Dispute Resolution.** Any dispute with respect to Landlord's calculations of Tenant's Annual Additional Rent shall be resolved by the parties through consultation in good faith within sixty (60) days. However, if the dispute cannot be resolved within such period, the parties shall request an audit of the disputed matter from an independent, certified public accountant selected by both Landlord and Tenant, whose decision shall be based on generally accepted accounting principles and shall be final and binding on the parties. If there is a variance of three percent (3%) or more between said decision and the Landlord's determination of Tenant's Annual Additional Rent, Landlord shall pay the costs of said audit and shall credit any overpayment toward the next Base Rent and/or Monthly Estimated Rent payment falling due or pay such overpayment to Tenant within thirty (30) days. If the variance is less than three percent (3%), Tenant shall pay the cost of said audit.

**13. ASSIGNMENT AND SUBLETTING.** Tenant may assign this Lease or sublet the whole or any portion of the Premises without the written consent of Landlord, provided Tenant remains financially liable under the terms of the Lease; and further provided, however, that Tenant's obligations may not be enlarged or extended by any act or agreement of any assignee or subtenant. The assigning party's liability under the Lease shall terminate automatically if the



14.3 Landlord Defaults and Remedies. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Landlord: (a) Landlord's failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions of this Lease required to be done, observed, kept or performed by Landlord, within thirty (30) days after written notice by Tenant to Landlord of said failure (except when the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion); or (b) the failure of any representation or warranty to be true when deemed given hereunder. In the event of a default by Landlord, Tenant, at its option, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (a) to remedy such default or breach and deduct the costs thereof (including reasonable attorneys' fees) from the installments of Base Rent and Additional Rent next falling due; (b) to pursue the remedy of specific performance; (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under the Lease; and (d) to terminate the Lease. Nothing herein contained shall relieve Landlord from its obligations hereunder, nor shall this Section be construed to obligate Tenant to perform Landlord's repair obligations.

## 15. CONDEMNATION.

15.1 Condemnation of Premises. If any portion of the Premises is taken under the power of eminent domain, or sold by Landlord under the threat of the exercise of said power (the act of which is herein referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes possession of the condemned portion of the Premises (the "Condemnation Date"). If the entire Premises is condemned, then the Lease shall automatically terminate as of the Condemnation Date. The party who receives the condemnor's notice of intention to take (the "Condemnation Notice") shall immediately give a copy of such notice to the other party.

15.2 Condemnation of the Property. If as a result of any condemnation of the Property or any portion thereof (even though the Premises is not physically affected) (a) the Premises is no longer reasonably suited for the conduct of Tenant's usual business in Tenant's reasonable business judgment, or (b) the number of parking spaces on the Property located within fifty (50) feet of the Premises is reduced by more than two (2) spaces and Landlord does not provide alternative equally accessible parking, then Tenant may terminate this Lease at any time after Tenant receives the Condemnation Notice by giving Landlord thirty (30) days written notice.

15.3 Condemnation of the Building/Shopping Center. If a condemnation of any portion of the Building/Shopping Center (even though the Premises is not physically affected) renders the Building/Shopping Center unsuitable for use as a retail building/shopping center in either party's reasonable business judgment, then either Landlord or Tenant may terminate this Lease by giving the other at least thirty (30) days written notice. Notwithstanding the foregoing, Landlord may only exercise its right to terminate under this Section if Landlord terminates the leases of all other tenants in the Building/Shopping Center.

enable Tenant legally to (a) construct Tenant's improvements to the Premises in accordance with the Plans; (b) install Tenant's signage on the Premises; (c) conduct its business from the Premises; (d) provide for outdoor seating; and (e) construct a drive-thru facility. Tenant shall, at Tenant's expense, initiate and diligently pursue each permit and/or license. Landlord shall execute any applications and shall provide Tenant with such further assistance and cooperation as Tenant may require in connection with applications for such permits and licenses. If Tenant does not obtain such permits and licenses on terms reasonably satisfactory to Tenant within such period or if a permit and/or license is not renewed or is revoked during the term of this Lease due to Landlord's actions, Tenant shall have the right to terminate this Lease. Thereafter, neither party shall have any rights or liabilities under the Lease except those liabilities which may survive the termination, and Landlord shall return any deposits and prepaid amounts to Tenant, if any. Tenant shall vacate the Premises within seven (7) days after exercising the option to terminate as herein provided.

18. **OUTDOOR SEATING.** If such seating is permitted by the local authorities, Tenant may provide outdoor seating for its customers on property owned by Landlord adjacent to the Premises (the dimensions and location of such area shall be agreed upon by Landlord and Tenant) at any time during the Term of this Lease at no additional rental. Tenant, at its cost, shall comply with all relevant state, municipal or local laws, regulations, rules or ordinances with respect to outdoor seating, and obtain all necessary permits or licenses for the same. Tenant shall maintain the outdoor seating area exclusively serving its customers in a reasonably clean and neat fashion. The outdoor seating area shall be treated as limited common area. Tenant's right to outdoor seating shall be limited only to the operation of a Starbucks Coffee store, such rights terminating the event the Premises are wholly sublet or assigned to an operator other than Starbucks or its related entity.

19. **INTENTIONALLY DELETED.**

20. **TENANT'S USE OF COMMON AREAS.** Tenant shall have the non-exclusive right to use any and all appurtenances and easements benefiting the Premises and the Building/Shopping Center, along with sufficient Common Areas and parking to support its intended use of the Premises. In addition to the foregoing, Tenant shall have the right of access to such portions of the Building/Shopping Center outside the Premises as are necessary to enable Tenant to exercise its rights under this Lease. Landlord shall not allow any permanent or temporary kiosk, cart, or other similar obstruction to be constructed or placed on the Property within one hundred (100) feet of the Premises. Any changes, additions or alterations to the Premises, the Property or the Building/Shopping Center shall not (a) significantly impair access to, visibility of or frontage of the Premises; (b) materially affect the conduct of Tenant's customary business therein; or (c) significantly detract from Tenant's signage, create confusion regarding the business conducted in the Premises, or adversely affect the presentation of Tenant's exterior signage and storefront. In the event of any such interference, the Base Rent shall be equitably abated based on the degree of interference with Tenant's business.

21. **PARKING AND ACCESS.** Landlord shall provide all parking needed to meet all code and permitting requirements at no expense to Tenant. Landlord shall not vary or permit to

Landlord's successors occurring after the transfer of Landlord's interest in this Lease, provided Landlord's purchaser or assignee expressly assumes Landlord's duties and covenants under this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such transfer.

23.3 Authority. Each of Landlord and Tenant hereby represents and warrants that this Lease has been duly authorized, executed and delivered by and on its behalf and constitutes such party's valid and binding agreement in accordance with the terms hereof.

23.4 Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23.5 Time of Essence. Time is of the essence to the parties executing this Lease.

23.6 Headings. Article and section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify that they have been or have had the opportunity to be represented by counsel, are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

23.7 Incorporation of Prior Agreements; Amendments. This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord specifically acknowledges that Tenant's employees at the Premises do not have authority to modify the Lease or to waive Tenant's rights hereunder.

23.8 Waivers. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Landlord or Tenant by the person to whom notices are to be addressed.

23.9 Recording. Landlord or Tenant may record a short form or memorandum of Lease at its own expense. At Tenant's request, the parties shall execute a memorandum of Lease in recordable form giving notice of such nonmonetary terms as Tenant may reasonably request, including Tenant's exclusivity and option rights. If Tenant exercises such option, upon termination or expiration of the Lease, Tenant shall, at its sole expense, remove such recorded memorandum from title records.



23.15 Only Landlord/Tenant Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant. Landlord and Tenant expressly agree that neither the method of computation of rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

23.16 Attorneys' Fees. If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, proceeding, trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

23.17 Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party, and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, strike, labor or material shortages, prohibitive weather conditions, or other casualty or acts of God, the performance of such covenant, agreement, work, service, or other act shall be excused for the period of delay and the time period for performance shall be extended by the same number of days in the period of delay.

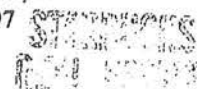
23.18 Confidentiality of Lease. From and after the date lease negotiations were entered into and throughout the Term of this Lease, the parties shall not disclose any of the terms, covenants, conditions or agreements set forth in this Lease or any amendments hereto, nor provide this Lease, any amendments hereto or any copies of either of the same to any person including, without limitation, any brokers, any other tenants in the Building/Shopping Center or any affiliates, agents or employees of such tenants or brokers except as set forth herein. Landlord hereby acknowledges that the disclosure of any of the terms, covenants, conditions and agreements set forth in this Lease, including, but not limited to architectural plans, specifications, site plans and drawings (regardless of whether such information is labeled as confidential), or any amendment hereto, to any third party would cause material damage to Tenant, and Landlord agrees to indemnify, save and hold Tenant harmless from and against any and all damages suffered by Tenant which are attributable to any disclosure by Landlord in violation of the terms of this provision. Notwithstanding the foregoing, Landlord may disclose the terms of this Lease to any current or potential mortgagee, or appraiser associated therewith or to the Village of Bartlett if same is requested in connection with the municipal process, or purchaser of the Property who agrees to be bound by the terms of this Section.

23.19 Brokers. Landlord agrees to pay a brokerage commission to Litvin LaRue Greenfield in the amount of Four Dollars (\$4) per square foot, for services provided in connection with this Lease. Except as specifically identified in this Section, Landlord and Tenant each represent to the other that they have not dealt, directly or indirectly, in connection with the leasing of the Premises, with any other broker or person entitled to claim a commission or leasing fees. Landlord and Tenant each shall indemnify and hold each other harmless from

26. EXHIBITS. The following exhibits are attached to this Lease and by this reference are incorporated herein:

- Exhibit A - Legal Description
- Exhibit B - Site Plan with Diagram of Premises
- Exhibit C - Work Letter
- Exhibit D - Delivery of Possession
- Exhibit E - Declaration of Mutual and Reciprocal Easements, Covenants and Restrictions
- Exhibit F - Estoppel Certificate
- Exhibit G - Attornment and Subordination Agreement
- Exhibit H - Sign Criteria
- Exhibit I - Confirmation of Lease Term
- Exhibit J - List of Tenants' Exclusives

27. DECLARATION OF MUTUAL AND RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS. Landlord and Tenant acknowledge and agree that the Building/Shopping Center and the parcel located in near proximity to the Building/Shopping Center are subject to a Declaration of Mutual and Reciprocal Easements, Covenants and Restrictions between Bartlett Office Limited Partnership (Landlord) and Bartlett Gymnastics Center Limited Partnership, (the "Declaration"). To the extent there is a conflict between the current terms of the Declaration and the terms of the Lease, the current terms of the Declaration shall take precedence over the terms of the Lease, except as specifically stated in the Lease.



STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this 22nd day of July, 1999, before me, the undersigned, a Notary Public in and for the County of Cook, duly commissioned and sworn, personally appeared Scott H. Gendell, to me known as, or providing satisfactory evidence that he/she is the President of Gendell Realty Partners, Inc., an Illinois corporation, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that he/she is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Glenn Greenwood  
NOTARY PUBLIC in and for the County of  
Cook residing at 9131 Kenneth Ave., Skokie, IL 60076  
My commission expires \_\_\_\_\_  
Print Name: Glenn Greenwood

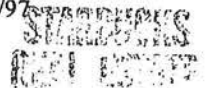


EXHIBIT A

LEGAL DESCRIPTION

Tax Parcel Number: 01-16-401-014

That certain tract of land situated in the County of DuPage, State of  
Illinois and more particularly described on the following page.

EXHIBIT B

SITE PLAN



EXHIBIT C  
WORK LETTER



by Tenant

Tenant's

All roof penetrations required shall be done by Landlord's contractor at Landlord's expense. ~~If, notwithstanding the preceding sentence, Tenant is required to perform such roof penetrations, Landlord hereby agrees: (a) unless objected to by Landlord within thirty (30) days of completion of the penetration, Tenant's work shall be deemed proper; (b) Tenant's performance of such roof penetrations shall not reduce Landlord's obligation to maintain the roof; and (c) Landlord agrees to indemnify, defend and hold Tenant harmless from and against all claims, causes of action, liabilities, losses, damages, and expenses whatsoever (including attorneys' fees) caused by or arising as a result of such penetration.~~

**B. Tenant Construction:**

Tenant's

Items that are identified by a check in the column entitled "Tenant to Complete at ~~Landlord's Expense~~" will be completed by Tenant's contractor after delivery of possession of the Premises to Tenant. All work will be completed in accordance with plans and specifications prepared by Tenant. ~~Landlord will pay Tenant's contractor directly for the cost of such work. If Landlord fails to pay the contractor by the earlier of either thirty (30) days after substantial completion or within five (5) days of the filing of a mechanic's or materialman's lien related to such work, then Tenant may pay the contractor and offset such payment against rent and all other charges falling due under the Lease.~~

**II. RESTORATION AFTER DAMAGE**

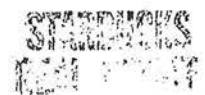
Landlord required

If the Premises are damaged or destroyed by any casualty and Landlord is required to repair or restore the Premises pursuant to the Lease, Landlord will repair and restore all of the improvements described below, to the extent such items existed on the date of such damage or destruction.

**III. PARTIES OBLIGATIONS UPON DELIVERY OF POSSESSION**

Upon delivery of possession of the Premises to Tenant, Tenant shall inspect the Premises to determine whether Landlord's Work has been completed. If substantially Landlord's Work has been completed in accordance with the terms of the Lease and Tenant's plans and specifications, then Tenant's construction manager shall indicate on the notice attached as Exhibit D that Tenant has accepted Landlord's substantially Work. If Landlord's Work has not been completed according to the terms of the Lease and Tenant's plans and specifications, then Tenant shall indicate which items were not completed and shall indicate whether (a) Tenant elects to accept possession of the Premises while allowing Landlord ~~(in which case Tenant may complete such items as if they were originally intended to be completed by Tenant at Landlord's expense);~~ to complete its work; or (b) Tenant refuses to accept possession of the Premises until Landlord's Work is completed correctly.

and identify those items requiring completion.



Landlord to Complete	Tenant to Complete at Landlord's Expense	Tenant's	Description of Work
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## ELECTRICAL CONTINUED

✓			Main feeders from utility service point to panel in Premises, main breaker and main disconnect to be dedicated for Tenant's use only. All breakers to be per Tenant's electrical panel diagram for the Premises.
✓	N/A		Energy efficiency calculations with appropriate permit.

## PLUMBING

✓			4" sanitary waste-line brought within Premises at suitable depth to drain per local code from any location within the Premises. Waste branch lines distributed per Tenant's plans and specifications. No septic tank or similar systems.
✓			Cold water supply line located pursuant to Tenant's plans and specifications sized to produce a minimum operating flow of 30 gallons per minute. Pressure reducing valve set at a maximum 70 PSI, minimum 50 PSI, in line water meter (3/4" minimum) to be upgraded if sprinklers required under "Fire Protection" below, and gate valve.
✓			3" vent located above proposed ceiling brought within the Premises from properly flashed vent through roof.
✓			1" minimum water line feed.
✓			Recessed hose bib (if Premises have exterior storefront).

## FIRE PROTECTION

✓ (if required by applicable codes)			4" Main brought to Premises.
✓ (if required by applicable codes)			Sprinkler coverage (drops and heads) distributed throughout Premises per code requirements. Sprinkler system to include flow and tamper device.
✓			Approval of local inspectors.

Landlord to Complete	Tenant to Complete at Landlord's Expense	Description of Work Tenant's
----------------------	--	---------------------------------

**FLOORS**

✓		Level 4" concrete slab or wood floor at street level, in stable, dry condition.
✓		Concrete floor must be smooth and properly cured.
✓		Prepared for installation of ceramic tile or vinyl finish.
✓		All carpets and other floor coverings removed.

**CEILINGS**

✓		Remove previous ceiling system (i.e. lath/plaster), if any.
✓		Remove all electrical conduits, plumbing vents, T-bar ceilings, soffits, and ductwork from previous tenant, if any.

**GENERAL CONDITION OF SPACE/DEMOLITION**

✓		Broom clean with all partition walls, fixtures, and debris removed from the Building/Shopping Center.
✓		All asbestos and asbestos containing materials removed and properly disposed of by a licensed asbestos removal company approved by Tenant.
✓		Prior tenant's improvements and fixtures removed.

**RESTROOMS**

The following to be completed by Tenant at Tenant's expense, Landlord will give allowance in lieu of its standard WC pkg.

	✓	Two (2) fully functional handicapped accessible restrooms meeting all applicable codes.
	✓	Handicapped approved toilet, lavatory, faucet, grab bars, and door hardware.
	✓	All finishes, including, but not limited to floor tile, plastic laminate wainscoting, stainless paper towel dispenser, toilet paper holder and soap dispenser.
	✓	Exhaust system.
	✓	Recessed 2'x 2' ceiling light fixture.

EXHIBIT D

DELIVERY OF POSSESSION

Project Name: \_\_\_\_\_ Store #: \_\_\_\_\_

Date Possession Tendered: \_\_\_\_\_

Tenant: Starbucks Corporation

Landlord: \_\_\_\_\_

Premises Address: \_\_\_\_\_

Square Footage: \_\_\_\_\_

Landlord and Tenant acknowledge and agree that the Premises was tendered to Tenant on the Possession Date noted above.

- Landlord's Work is complete and accepted by Tenant, subject to the terms and conditions of the Lease regarding latent defects and completion of punchlist items.
- Although the items of Landlord's Work indicated below are not complete, Tenant hereby accepts possession of the Premises and elects to complete the unfinished items at Landlord's expense, subject to the terms and conditions of the Lease.
- Tenant hereby refuses possession of the Premises because the items of Landlord's Work indicated below are not complete.

Incomplete items of Landlord's Work: \_\_\_\_\_

\_\_\_\_\_  
[Attach additional pages if needed]

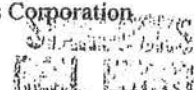
From and after the date hereof, all notices should be delivered to Tenant at the address set forth in Section 25 of the Lease.

**Landlord:**

**Tenant:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Construction Manager  
Date: \_\_\_\_\_



and the BGC Parcel, ingress, egress and travel to and from the BOLP's Parcel, and BGC's Parcel, public access points and roadways; and

F. As additional consideration for the sale of the BGC Parcel by BOLP to BGC, the parties have agreed to subject BOLP's Parcel and BGC's Parcel to the terms, conditions, and provisions of the Declaration in the manner hereinafter set forth; and

G. BOLP and BGC, and their respective legal representatives, successors and assigns are herein individually referred to interchangeably as "parties hereto"; and

H. The BOLP Parcel and the BGC Parcel are sometimes hereinafter individually referred to interchangeably as "Parcels"; and

I. BOLP and BGC desire to enter into this Declaration to provide for the construction, maintenance and operation of improvements to be situated on the BGC Parcel and the BOLP Parcel, and to create certain rights, privileges and easements, and to impose certain restriction and covenants upon the Parcels, all as herein set forth.

NOW THEREFORE, for TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BOLP and BGC hereby declare and agree as follows:

1. USE AND BUILDING RESTRICTIONS OF BGC's PARCEL. BGC agrees to restrict the use of the BGC Parcel as follows:

A. No full service or drive-thru restaurant use shall be located on any part of BGC's Parcel; and

B. Without the express prior written consent of BOLP, there shall never be located on BGC's Parcel more than one building; and

C. Without the express written consent of BOLP, which consent shall not be unreasonably withheld, the aggregate size of the building to be built on BGC's Parcel shall not exceed 18,000 square feet; and

D. The building on BGC's Parcel shall not be greater than twenty-three (23) feet in height from the ground to the top of the roof. BOLP shall also have the right to approve the style of exterior architecture on said building (BOLP and BGC each acknowledge that exterior elevation designs of BGC's building shall be in accordance with those exterior elevations which have been approved by the Village of Bartlett as part of their plan review process), which approval shall not be unreasonably withheld or delayed; and

E. If the building to be built on BGC's Parcel exceeds 18,000 square feet, BOLP shall have the right to approve the location of the building, which approval or disapproval

STANDARD  
GRIFFIN



manner as to cause the least possible interference with the conduct and operations of any business at any time existing on BGC's Parcel and BOLP's Parcel.

(b) BOLP and BGC agree that no barriers, fences, curbs, walls, ditches, barricades or other structures or obstacles other than those depicted on Exhibit "C" - Development Site Plan will be erected on, along, or adjacent to the common boundary lines between BGC's Parcel and BOLP's Parcel so as to burden or interfere with, impede, slow, divert, or in any way prevent vehicular and pedestrian traffic from freely passing across BGC's Parcel to BOLP's Parcel, or from BOLP's Parcel to BGC's Parcel.

(c) Except as previously agreed between BOLP and BGC and except for stipulations set forth by the Village of Bartlett, the DuPage County Division of Transportation, and the Illinois Department of Transportation, BGC and BOLP each agree that they shall not alter or attempt to alter the curb cuts to Illinois Route 59 and Army Trail Road or access points from BGC's Parcel to or from BOLP's Parcel as depicted on Exhibit "C" - Development Site Plan without the express written consent of the other party, the consent of the Village of Bartlett and any and all other parties having control over the location of said curb cuts.

(d) Except as otherwise expressly set forth in this Declaration, BGC agrees to maintain, at BGC's sole cost and expense, all easement areas, with the exception of utility easements which are located on BGC's Parcel, and BOLP agrees to maintain, at BOLP's sole cost and expense, all easement areas which are located on BOLP's Parcel.

**3.2 ABANDONMENT OF EASEMENTS.** After the Expiration Date of this Declaration, the perpetual easements granted in Section 3.1 or all or any part or parts thereof, may be abandoned and terminated, if the use thereof shall have ceased and cessation thereof continues for a continuous period of five (5) years. Thereafter the then record owner or owners of the fee of the Parcel burdened (or of such portion thereof so burdened) with such easement may give written notice by United States registered mail, return receipt requested, mailed to the then record owner or owners of the fee of the Parcels benefited (or of such portion thereof so benefited) by such easement and the then owner or owners, if any, of any leasehold interest in such benefited Parcels or of such portion thereof so benefited stating that such easement has been abandoned and may place of record in the Recorder's Office in DuPage County, Illinois, an affidavit that such abandonment has taken place and that such notice has been properly given. If the record owner or owners of the fee of the benefited Parcel (or of such portion thereof so benefited) fails to place of record in the Recorder's Office in DuPage County, Illinois, within ninety (90) days after the giving of such notice an affidavit that such easement has not ceased to be used for such continuous five (5) year period, such easement shall thereupon be conclusively deemed abandoned and any person having or thereafter acquiring an interest in the Parcel previously burdened (or of such portion thereof so burdened) shall hold and take such interest free of and unencumbered by such easement.

**3.3 RESTRICTIONS ON GRANT OF EASEMENTS.** Except for easement grants required by the Village of Bartlett or other governmental entity having jurisdiction over the Parcels, and other matters which existed prior to February 1, 1997, no easements may be granted



the BGC Parcel, and for off-site improvements near the BGC Parcel, shall be shared by each party according to the following schedule:

1)	BGC On-Site Development Expenses to be Shared:	<u>BGC</u>	<u>BOLP</u>
a)	Army Trail Road Access Drive	50 %	50 %
b)	Illinois Route 59 Access Drive	100 %	-0-%
c)	Detention Pond, including landscaping & fencing.	50 %	50 %
2)	BGC Off-Site Development Expenses to be Shared:		
a)	Illinois Route 59 Curb Cut and Entrance Pad	100 %	-0-%
b)	Army Trail Road Curb Cut and Entrance Pad	50 %	50 %
c)	Army Trail Road storm sewer connection	50 %	50 %
d)	Lot #43 of Far Hills Subdivision water main connection	50 %	50 %
e)	Lot #43 of Far Hills Subdivision sanitary sewer connection.	50 %	50 %

4.4 CONSTRUCTION OF BOLP's PARCEL. Site work on BGC's Parcel and BOLP's Parcel shall be undertaken simultaneously, and such work shall be undertaken within twelve (12) months and completed with eighteen (18) months of the full and complete execution by both parties of this Agreement. Nothing contained in this Declaration shall obligate BOLP to construct a building on the BOLP Parcel. BOLP shall be responsible for all site work costs and expenses attributable to the BOLP Parcel, however the following costs for site work and improvements on the BOLP Parcel, and for off-site improvements near the BOLP Parcel, shall be shared by each party according to the following schedule:

1)	BOLP On-Site Development Expenses to be Shared:	<u>BGC</u>	<u>BOLP</u>
a)	Army Trail Road Access Drive	50 %	50 %

STANDARD  
SCHEDULE  
FORM NO. 101  
REV. 1-78

such improvement and landscape the Parcel pursuant to a landscaping plan approved as provided in this Declaration.

(e) The parties agree to comply with the Site, Landscape, Utility and Grading Plans prepared by Arcline and Associates ("Plans"). In addition, BOLP agrees to perform in a timely fashion whatever acts are required by the Village of Bartlett in order to cause the Village of Bartlett to issue a certificate of occupancy to BGC, and BGC agrees to perform in a timely fashion whatever acts are required by the Village of Bartlett in order to cause the Village of Bartlett to issue a certificate of occupancy to BOLP

**5.2 RIGHT TO PERFORM OTHER PARTY'S MAINTENANCE.** If BGC or BOLP shall fail to perform Maintenance as aforesaid or the landscaping work in accordance with the provisions hereof, the other party may give written notice to the non-performing party specifying the manner in which the non-performing party has failed to so perform. If such failure has not been corrected within ten (10) days after such notice, or if such work cannot be completed within such ten (10) day period, has not been commenced within such period and thereafter diligently completed, the other party may enter upon the Parcel and perform such work. The performing party by reason of its performing such work shall not be liable or responsible to the non-performing party for any losses or damage thereby sustained by the party or anyone claiming by or under the non-performing party except for gross negligence or wanton or willful acts. The non-performing party shall be liable for the cost of such work and shall promptly reimburse the other party for such cost, together with interest calculated from the date of expenditure until repayment, at the default interest rate, as hereinafter defined. If such non-performing party shall fail to reimburse the other party within thirty (30) days after receipt of a statement for such work from the other party then said indebtedness shall constitute a lien against that Parcel on which said work was performed.

## **6. MECHANIC'S LIENS.**

**6.1 GENERAL.** BGC shall not, through its own act or through that of its or its lessee's or licensee's employees, contractors or agents cause or permit any mechanic's, materialmen's or other liens or claim therefor to be placed upon or filed against any or all of the BGC Parcel, the BOLP Parcel, or any part or portions thereof. If any such lien or claim therefor is so made or filed, BGC shall cause same to be discharged and released immediately or cause the title company handling the transaction to issue a title indemnity over said lien while said lien is being contested.

BOLP shall not, through its own act or through that of its or its lessee's or licensee's employees, contractors or agents cause or permit any mechanic's, materialmen's or other lien or claim therefor to be placed upon or filed against any or all of the BOLP Parcel, the BGC Parcel, or any part or portions thereof. If any such lien or claim therefor is so made or filed, BOLP shall cause same to be discharged and released immediately or cause the title company handling the transaction to issue a title indemnity over said lien while said lien is being contested.

against BOLP and in any event BOLP shall pay such amount with interest at the rate equal to the greater of (i) two percent (2%) per annum in excess of the prime interest rate per annum then in effect at The Northern Trust Bank, or (ii) twelve percent (12%) per annum (but in no event shall such rate of interest exceed the maximum rate of interest when permitted by law) (the "default interest rate") from the date of expenditure by BOLP until the date of reimbursement to BGC by BOLP. In addition all amount due and owing from BOLP as set forth above shall be and become liens upon the BOLP Parcel, enforceable by foreclosure of the BOLP Parcel or otherwise in a manner permitted at law or in equity.

8. RESTRICTIONS GOVERNING IMPROVEMENTS ON THE PARCELS.

8.1 Loading Areas. Proper visual screening shall be provided between any truck loading and receiving area and any street.

8.2 Outside Storage. No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any Parcel outside of any building. Waste and rubbish storage facilities shall be properly screened and shall not be installed, constructed or utilized without the prior written consent of BOLP, which consent shall not be unreasonably withheld or delayed and which consent shall be granted or withheld within five (5) business days after the receipt by BOLP of the written request for consent from BGC.

8.3 Landscaping.

(a) All Parcels shall be landscaped only in accordance with a plan submitted to and approved in writing by the Village of Bartlett prior to any development of the Parcel. Such landscaping plans shall include information regarding the type of sodding, seeding, trees, hedges and shrubs and information regarding other customary landscape treatment for the entire site, including fences, walls and screening. If required by the Village of Bartlett, all landscaping plans shall also include an underground lawn sprinkling system. Further, it shall be the responsibility of each owner to landscape and maintain the area between the lot lines of said owner's Parcel and the curbs of any public roadways adjacent to such Parcel.

(b) All landscaping required hereunder or otherwise to be provided on any Parcel shall be completed and paid for within sixty (60) days after substantial completion of construction of any buildings to be constructed on said Parcel; provided, however, if weather conditions do not permit completion at such time, then such landscaping shall be completed as soon thereafter as weather conditions permit.

(c) If any owner fails to undertake and complete its landscaping within the time limit set forth in this Section 8.3 hereof, the other owner may, at its option, after giving such owner ten (10) days prior written notice (unless within said ten (10) day period the owner of said Parcel shall proceed and thereafter pursue with diligence the completion of such landscaping), undertake and complete the landscaping of such Parcel in accordance with the approved landscaping plan therefor. If the other owner undertakes and completes such landscaping, the costs of such landscaping together with interest thereon at the default interest rate shall be

STANDARD  
RECORDS  
SECTION

such materials shall be kept in a clean and sanitary condition. No burning of rubbish or trash shall be permitted at any time.

8.9 Maintenance Standards. Any maintenance required to be performed pursuant to the terms of this Declaration shall result in maintenance of the improvement in a condition which is healthful, safe, clean, maintained and neat and complies with all applicable statutes, laws, ordinance, rules and regulations and substantially conforms to the condition of the improvement at the time of acceptance by the Village of Bartlett.

8.10 Parking Restrictions. Notwithstanding anything to the contrary in this Agreement, the only restrictions applicable to the shared parking easements between the Parcels shall be that with regard to employee parking. Both BOLP and BGC each shall restrict its employees from parking on the others Parcel, and in the event either party determines parking congestion to be a problem, or in the event either party determines employee parking to be a problem, BOLP and BGC each agree to restrict employee parking to the outer perimeter of the parking fields of the Parcels, or to such other place as mutually agreed.

## 9. INSURANCE.

9.1 BGC shall keep in full force and effect a policy of comprehensive general public liability insurance with respect to the BGC Parcel, and the business operated by BGC in the BGC Parcel, including steam boiler insurance if applicable, in which the primary coverage per accident or occurrence is not less than Five Hundred Thousand Dollars (\$500,000.00) and the umbrella coverage per accident or occurrence is not less than Two Million Dollars (\$2,000,000.00). The policies shall name BGC, BOLP and any other parties in interest from time to time designated by BOLP, as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving BOLP thirty (30) days prior written notice. BGC hereby releases BOLP from any and all liability BOLP otherwise might have for any loss or damage for any reason, to the extent of BGC's insurance; and all such policies provided by BGC shall contain a waiver of subrogation clause in favor of BOLP. Such insurance may be furnished by BGC under any blanket policy carried by it or under a separate policy therefor. A copy of the paid up policies or certificates of the insurers evidencing the maintenance of such insurance policies shall be delivered to BOLP prior to commencement of the term of this Declaration or BGC's occupancy, whichever is sooner, and, upon renewals, not less than thirty (30) days prior to the expiration of a coverage period. A.M. Best's Reports Class A rated insurers shall be acceptable to BGC and BOLP.

9.2 BGC hereby agrees to indemnify and hold harmless BOLP, its respective beneficiaries, agents, employees, guests and invitees, and their respective heirs, legal representative, successors and assigns (the "BOLP Protected Parties") and agrees to save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property or other damages arising from or out of the use, operation of the business, sale made or occurrence in, upon or at the BGC Parcel or on account of the act or neglect of BGC, its agents, employees, guest, or invitees. In case any of the BOLP Protected Parties shall be made a party to any litigation commenced by or

Bartlett Office Limited Partnership  
c/o Terraco, Inc.  
8707 N. Skokie Boulevard, Suite #303  
Skokie, Illinois 60077  
Attention: Scott H. Gendell

with duplicates to:

Bartlett Office Limited Partnership  
c/o Terraco, Inc.  
8707 N. Skokie Boulevard, Suite #303  
Skokie, Illinois 60077  
Attention: Glenn Greenwood, Esq.  
Legal Department

and addressed in the case of BGC to:

Bartlett Gymnastics Center  
1362 Barclay Blvd.  
Buffalo Grove, Illinois 60089  
Attention: Gregg Didech, President

subject to the right of a Party to designate a different address within the United States by notice similarly given at least ten (10) days in advance. Unless specifically stated to the contrary elsewhere in this Declaration, any notice shall be given, made or communicated as the case may be, by registered or certified United States Mail, return receipt (from an authorized agent) requested, properly, addressed, with postage thereon fully prepaid or by hand delivery or telecopy; and shall be deemed given, made, communicated and received on the date shown on such return receipt as the date of delivery or first attempted delivery, whichever is earlier, or if by telecopy, on the date sent.

11. **INDEMNIFICATION.** In addition to the provisions herein set forth, BGP shall indemnify and hold harmless in connection with the act or neglect of BGP, its agents, officers, directors, employees, guests or invitees. BGP shall further indemnify and hold harmless BOLP, its partners, agents, guests, invitees, and their respective heirs, legal representatives, successors and assigns from and against any and all damage, costs, expenses, attorneys' fees, suits, actions, judgments, liabilities, claims and demands, whatsoever, in law or in equity, made against or incurred or suffered by any one or more of them arising out of or in connection with the act or neglect of BGP, its agents, employees, guests, or invitees.

In addition to the provisions herein set forth, BOLP shall indemnify and hold harmless in connection with the act or neglect of BOLP, its agents, employees, guests or invitees. BOLP shall further indemnify and hold harmless BGP, its beneficiaries, agents, guest, invitees, and their respective heirs, legal representatives, successors and assigns from and against any and all damage, costs, expenses, attorneys' fees, suits, actions, judgments, liabilities, claims and demands, whatsoever, in law or in equity, made against or incurred or suffered by any one or



this Declaration, and the exercise of one such right or remedy by a party hereto shall not impair such party's standing to exercise any other right or remedy.

**14.3 NO PARTNERSHIP, JOINT VENTURE OR PRINCIPAL-AGENT RELATIONSHIP.** Neither anything in this Declaration nor any acts of the parties hereto shall be construed or deemed by the parties hereto, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the parties hereto.

**14.4 SUCCESSORS.** This Declaration shall run with the land, both as respects benefits and burdens created herein, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, beneficiaries, grantees, lessees, sublessees, agents, designees and, subject to the provisions hereof, assigns, and shall be binding upon and inure to the benefit all Persons having or acquiring an interest in the BGP Parcel or the BOLP Parcel or any part thereof.

**14.5 SEVERABILITY.** If any term, provision, covenant or condition of this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision, covenant or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms, provisions, covenants or conditions which are made subject to or conditioned upon such invalid or unenforceable term, provision, covenant or condition shall not be affected thereby, and each other term, provision, covenant and condition of this Declaration, unless conditioned upon such invalid or unenforceable term, provision, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.

**14.6 GOVERNING LAWS.** This Declaration shall be construed and governed in accordance with the laws of Illinois.

**14.7 RELEASE OF PARTIES.** If BOLP, or if BGC (such party in this Section 14.7 herein referred to as the "Transferring Party") sells, transfers or otherwise conveys (other than a lease) its Parcel, or any portion thereof, so that after such sale, transfer or other conveyance the Transferring Party no longer, either alone or with other persons, owns any part of its Parcel, the Transferring Party shall be released from all liabilities under this Declaration arising thereafter and from thereafter complying with the provisions of the Declaration and provided:

(a) It gives notice to the other party hereto of its sale, transfer or other conveyance after the filing for record of the instrument effecting same;

(b) All amounts that are then due and payable by the Transferring Party to the other party hereto have been paid to such other party hereto; and

(c) The Transferring Party delivers to the other party hereto an instrument signed by its grantee in recordable form that acknowledges such grantee's assumption of the duties,



14.12 RIGHTS, PRIVILEGES, AND EASEMENTS WITH RESPECT TO LIENS. This Declaration and the rights, privileges and easements contained herein are subject to zoning and building laws and ordinances; covenants, conditions and restrictions of record; rights of utilities and public bodies; any utility and cable easements now or hereafter granted by BOLP or BGC.

14.13 TIME OF ESSENCE. Time is of the essence with respect to the performance of each of the terms, provisions, covenants and conditions contained in this Declaration.

14.14 COUNTERPARTS. This Declaration may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. The signature of a party hereto to any counterpart may be removed and attached to any other counterpart. Any counterpart to which is attached the signatures of all parties hereto shall constitute an original of this Declaration.

14.15 PERSONS. For purposes hereof, "Person" or "Persons" means individuals, partnerships, firms, associations, corporations, and any other form of business or government organizations or entity, or one or more of the, as the context may require.

14.16 ESTOPPEL CERTIFICATE. Upon written request by BOLP, or BOLP's mortgagee, BGC shall execute and deliver to the requesting party a certificate stating (a) whether this Declaration is in full force and effect, (b) whether there are any defaults hereunder (and if so specifying same) and (c) the date through which all amounts required to be paid hereunder have been paid.

Upon written request by BGC or BGC's mortgagee, BOLP shall execute and deliver to the requesting party a certificate stating (a) whether this Declaration is in full force and effect, (b) whether there are any defaults hereunder (and if so specifying same) and (c) the date through which all amounts required to be paid hereunder have been paid.

BARTLETT OFFICE LIMITED  
PARTNERSHIP, an Illinois limited  
partnership

By: BGP, Incorporated

Its: General Partner

By: Scott H. Gendell  
Scott H. Gendell

Its: President

Attest: [Signature]

BARTLETT GYMNASTICS CENTER  
LIMITED PARTNERSHIP, an Illinois limited  
partnership

By: Dicrad, Inc.

Its: General Partner

By: Gregg Didech  
Gregg Didech

Its: President

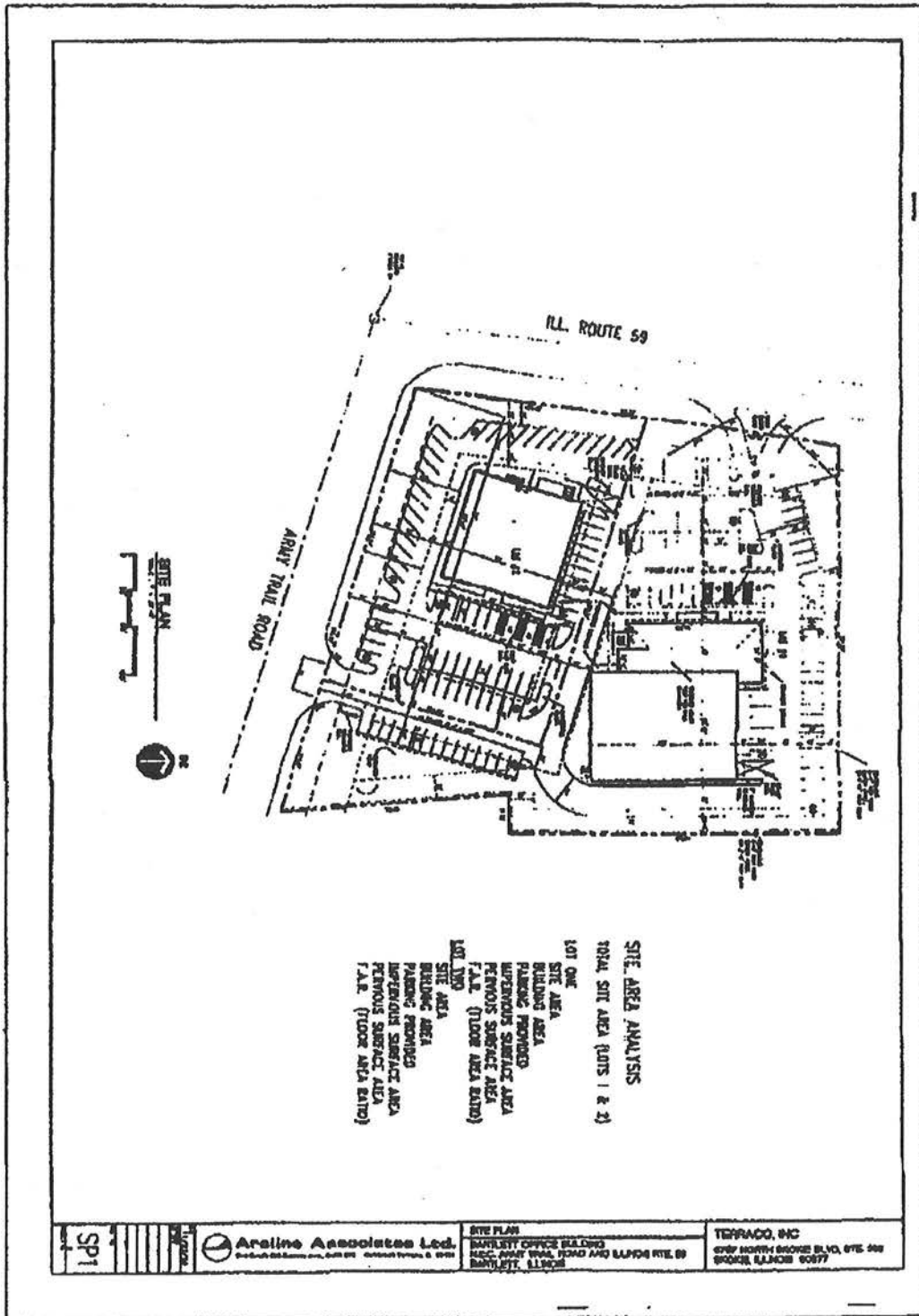
Attest: Jennie Lencioni

UPON RECORDING THIS DOCUMENT SHOULD BE RETURNED TO:  
Gleam Greenwood, Esq., c/o Terraco, Inc., 8707 N. Skokie Blvd., #303, Skokie, Illinois 60077

RECORDED  
INDEXED  
MAY 19 1997



EXHIBIT C



*SP1*  
*SP*

*Site Plan*  
*11/15/2023*

CONSENT OF MORTGAGEE

\_\_\_\_\_, as Mortgagee or Trustee under that certain Mortgage or Trust Deed recorded \_\_\_\_\_, 199\_\_\_\_, in \_\_\_\_\_ County, Illinois as Document No. \_\_\_\_\_ hereby expressly consents to the foregoing DECLARATION OF MUTUAL AND RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS to Bartlett Gymnastics Center Limited Partnership as of the \_\_\_\_ day of \_\_\_\_\_, 1997.

(Insert Name of Mortgagee)  
FIRST BANK OF HIGHLAND PARK

By: Randy Green  
Randy Green, President

Attest:

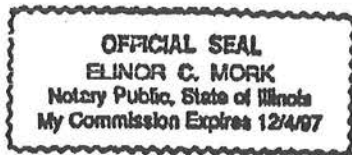
William J. Deutsch, Jr.  
William J. Deutsch, Jr.,  
Assistant Secretary

STATE OF ILLINOIS )  
                                  ) )  
COUNTY OF Lake )

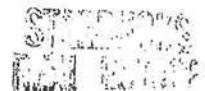
SS:

I, the undersigned, a Notary Public in and for the County in the State aforesaid, do hereby certify that Randy Green & Wm. J. Deutsch ("the Mortgagee"), and personally known to me to be the same persons whose names are subscribed to the foregoing Consent of Mortgagee ("Consent") as such ~~Vice~~<sup>Asst.</sup> President and Secretary, appeared before me this day in persona and acknowledged that they signed and delivered the said consent as their own free and voluntary act, and as the free and voluntary act of the Mortgagee, for the uses and purposes therein set forth, and the said Secretary did also then and there acknowledge that he/she, as custodian of the corporate seal of the Mortgagee did affix the corporate seal of the Mortgagee to the said Consent.

GIVEN under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.



Elinor C. Mork  
Notary Public  
My Commission Expires: \_\_\_\_\_



**Retail Shops At Far Hills  
Bartlett, Illinois  
Sign Plan**

**EXHIBIT "D"**

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The following criteria shall govern the design; fabrication, construction, installation, and maintenance of all Signage for Tenants spaces installed at any time. No sign, advertisement, notice, lettering, writing, placard or similar device shall be installed, exhibited, inscribed, painted, affixed or attached on any part of the Leased Premises (interior or exterior) except as expressly permitted by this exhibit and the Village of Bartlett.

- A. All Tenant Signage shall be subject to the guidelines of this Exhibit, written approval from the Landlord, and permit from the Village of Bartlett, Illinois.
- B. Tenant shall be limited to the following signage:
  - 1. One Primary Sign – located on the Building Sign Band and attached in accordance with illustration of T.S.C. – 1 of this Exhibit. End cap Tenant's will be allowed an additional exterior sign on the exterior sidewall of premise to conform to the Village of Bartlett's sign ordinance by reducing second frontage by 50%.
  - 2. One Service Identification Sign – located on the Service Entrance of the Leased Premises and attached in accordance with illustration (s) on T.S.C. – 2 of this Exhibit.
- C. Tenant's signage shall be limited to the store name and/or approved logo.
- D. Sign permits must be obtained by the Tenant and approved and issued by the Village of Bartlett.
- E. Any damage caused to the Landlord's work by sign installation shall, at Landlord's option, be repaired by the Landlord and charged to the Tenant.
- F. Primary Sign Criteria:
  - 1. Signage will be composed of individually constructed internally backlit plexiglas letters in either all upper case letters or an upper case first letter and lower case remaining letters. Box signs are not permitted. Text shall be helvetica medium unless otherwise approved in writing by Landlord.
  - 2. The maximum permitted area for a wall sign is one square foot for each lineal foot of frontage along a publicly dedicated street per the Village of Bartlett sign section, Chapter 12
  - 3. Letters face to be of (3/16") plexiglas for center conformity and overall appearance. Letters to be made of .090 aluminum returns painted Dark Bronze, trimmed with one

G. Service Door Criteria:

1. The Tenant shall supply and install at its expense a uniform store identification sign in accordance with Landlord requirements for Tenant service door. Tenant shall not post any additional signs in the service areas. Tenant shall supply and install at its expense a uniform sign on all service doors to the Leased Premises in accordance with drawing attached to this Exhibit as Exhibit T.S.C. - 2.

H. Window Signage Criteria:

1. No temporary or permanent window signs are permitted without the express approval of the Landlord and the Village of Bartlett and shall comply with sign ordinance regulations.

I. General Prohibitions:

1. Sign and Sign Components Not Permitted.

- a. Flashing signs or sign elements.
- b. Moving Signs or sign elements.
- c. Audible signs or sign elements.
- d. Odor or smoke producing signs or sign elements.
- e. Exposed lamps.
- f. Sign barriers and placards.
- g. Exposed neon-tubing elements.
- h. No box type signs.

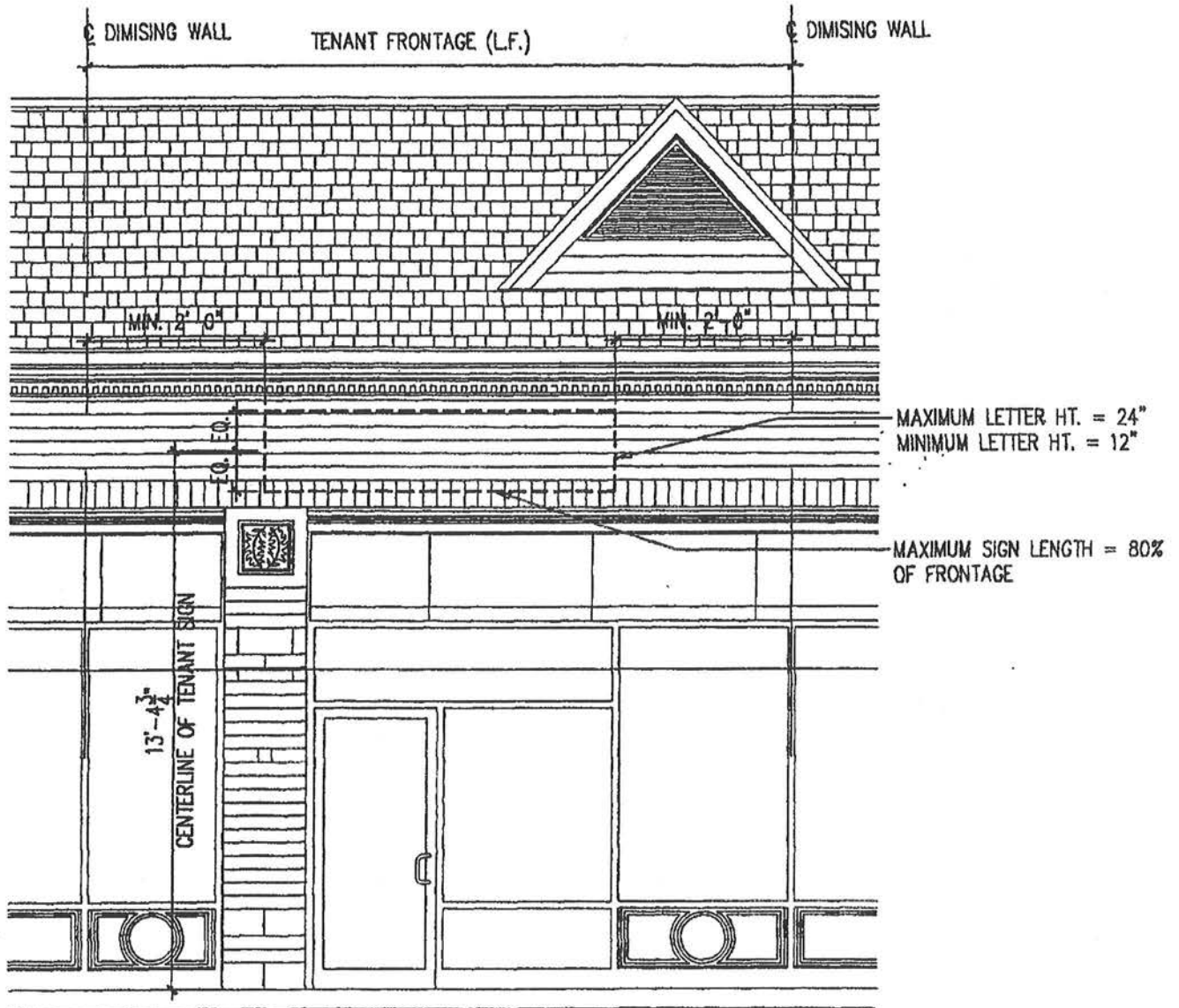
2. Except as specifically permitted herein, no signage of any type may be affixed or painted on the exterior of the leased premises.

J. Monument Sign shall be as approved by Village ordinance and drawing MS-1 dated: 1/27/00.

K. Tenant shall be able to submit a written request for an amendment, if desired, from regulations required in this sign plan (Exhibit "D"). Any request for a sign plan amendment shall be reviewed and approved by the Village Board after receiving a recommendation from the Plan Commission.

L. Landlord's approval of tenant's plans and specifications for Tenant's work shall not be deemed to include approval of tenant's signage by Landlord. Tenant, at its expense, shall submit separate drawings and specifications for all its proposed signage, which drawings and specifications shall conform to the provisions of this Exhibit and shall clearly show the locations of Tenant's signage on storefront elevations drawing, the size and style of the lettering, and indicate clearly the colors, materials, construction and attachment details. All individual illuminated letters must be mounted to sign fascia substrate. In the event Landlord shall notify Tenant that Tenant's sign drawings and specifications are not approved. Tenant





## PRIMARY FRONTAGE SIGN

SCALE: 1/4" = 1'-0"

SHOPS AT FAR HILLS  
 BARTLETT, ILLINOIS  
**TSC-1**  
 7/26/99

REVISED: 2/1/00

SIGN BOX SHALL BE .040" ALUM. WITH BAKED ENAMEL FINISH (DARK BRONZE).

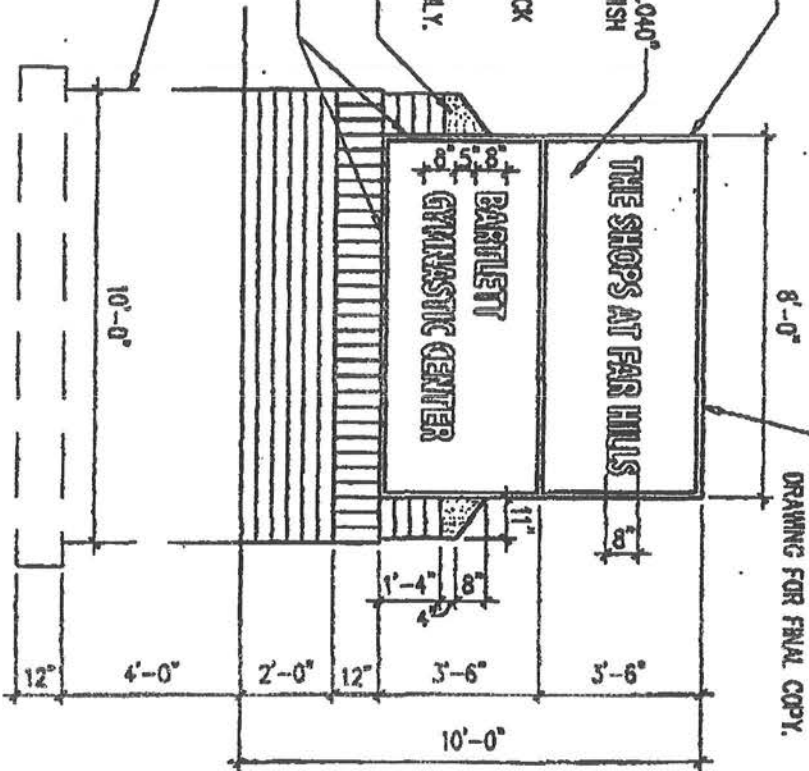
SIGN FACE SHALL BE OPAQUE .040" ALUM. WITH BAKED ENAMEL FINISH (DARK BRONZE) LASER CUT LETTERS BACKED W/ ACRYLIC COLOR "WHITE" INTERNALLY BACK LT W/ ~20FT BALLASTED FLUORESCENT TUBING. ILLUMINATION FOR LETTERS ONLY.

CUT STONE CAP TO MATCH BLDG.

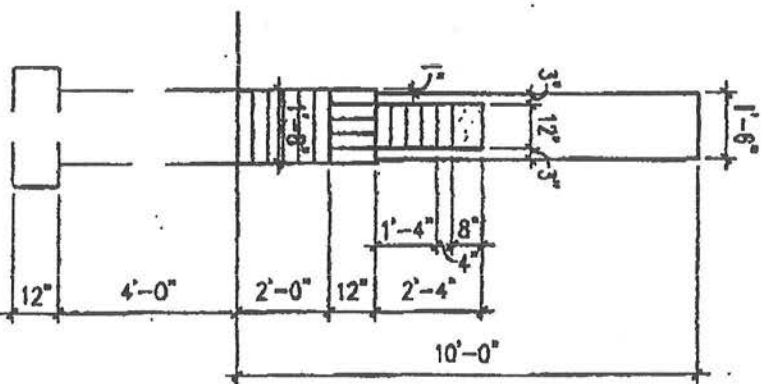
CONT. SEALANT BEAD BY SIGN CONTR. ALL SIDES ADA TO MASONRY.

MIN. 4" DEEP CONCRETE FOUNDATION.

ACTUAL TEXT STYLE MAY VARY. SEE SIGN SHOP DRAWING FOR FINAL COPY.



**FRONT ELEVATION**



**SIDE ELEVATION**

**PRIMARY MONUMENT SIGN**

SCALE: 1/4" = 1'-0"

SHOPS AT FAR HILLS  
BARTLETT, ILLINOIS  
**MS-1**  
7/26/99

REVISED: 02/07/00

6. The undersigned has received or will receive payment or credit for tenant improvement work in the total amount of \$ \_\_\_\_\_ (or if other than cash, describe below). If none, state "NONE": \_\_\_\_\_.

7. The Lease contains and the undersigned has no outstanding options or rights of first refusal to purchase the Premises or any part thereof or the real property of which the Premises are a part.

8. No actions, whether voluntary or otherwise, are pending against the undersigned under the bankruptcy laws of the United States or any state thereof.

9. The information provided herein is intended to be for the sole benefit of Lender. This Certificate shall neither be relied upon by Landlord or any other third party for any reason; nor shall it serve to modify, amend or diminish the terms and/or conditions of the Lease.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 199\_\_.

\_\_\_\_\_, Tenant

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

ITS: \_\_\_\_\_

STAMPED  
RECEIVED  
RENTAL

**EXHIBIT H**

**GENERAL RETAIL SIGN CRITERIA**

A sign band has been included as a basic architectural feature in the Center. The sign band has been located typically above the exterior storefront and canopy. Exceptions to this location occur where shown on the Design Drawings from Landlord.

Approved signing may occur within the limitations specified herein. Tenant shall identify its premises by signage at its expense. See typical Tenant storefront sign band elevation detail.

Tenants shall install all signage subject to the following:

**A. GENERAL REQUIREMENTS:**

1. One (1) sign is allowed at each storefront elevation. See typical Tenant sign band detail.
2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any storefront or bulkhead, except as specifically approved, in writing, by Landlord.
3. All attachment devices, wiring clips, transformers, lamps, tubes, and other mechanisms required for sign(s) shall be concealed.
4. A seven (7) day, twenty-four (24) hour time clock shall be provided for illumination of Tenant's storefront(s), show window(s), and signs during required hours designated by Landlord.

**B. ONLY THE FOLLOWING TYPES OF STOREFRONT SIGN(S) AND SIGN COMPONENTS AND DEVICES SHALL BE PERMITTED.**

1. Individual, internally lit channel letter signs.

**C. INDIVIDUAL INTERNALLY ILLUMINATED SIGNS:**

1. Size:
  - a) Maximum letter size shall be 24". Minimum letter size shall be 10".
  - b) Multiple rows are not to exceed 24" of total height, including space between rows.



**STARBUCKS  
REAL ESTATE**

install, shall be permitted. Tenant to repair any holes made during  
or will be made and billed to Tenant.

6. Approval:

- a) Two (2) sets of sign shop drawings are to be submitted to both the Landlord and the Landlord's Architect for approval.

F. PROCEDURE AND SCHEDULE FOR THE COMPLETION OF SIGN DRAWINGS:

1. Landlord's approval of Tenant's store layout drawings or working drawings shall not constitute approval of signs. Within thirty (30) days of receipt of L.O.D. package from Landlord, Tenant shall submit to Landlord and Landlord's Architect sign drawings and specifications. Sign shop drawings shall clearly show the location of each sign on each storefront or parapet elevation and indicate graphics, color, materials and construction and attachment details.
2. Within a reasonable period after receipt of said sign shop drawings, Landlord shall return one (1) set of said sign shop drawings marked either approved, approved as noted, or revise and resubmit. If said sign shop drawings are returned without Landlord's approval, said sign drawings shall be revised and resubmitted to Landlord for approval within fifteen (15) days of Landlord's transmittal.
3. Approval by Landlord of wall signs shall not be construed as approval by Village for sign permit. Each Tenant's sign contractor shall submit, after Landlord's approval, to Village for required sign permit. Send copy of sign permit approval to Landlord prior to installation of sign.

STAMP

Exhibit J

List of Tenants' Exclusives

None



**FIRST AMENDMENT TO  
COMMERCIAL LEASE**

THIS FIRST AMENDMENT TO COMMERCIAL LEASE ("First Amendment") is made this 18 day of SEPT 14 2009 (the "Effective Date," which shall be the date of full execution by both parties), by and between Bartlett Center, Inc., an Illinois corporation ("Landlord") and Starbucks Corporation, a Washington corporation ("Tenant"). The Landlord and Tenant are sometimes hereinafter referred to as the "Parties" collectively or a "Party" individually.

RECITALS

This First Amendment is made with reference to the following facts and objectives:

A. Landlord's predecessor-in-interest, Bartlett Office Limited Partnership, an Illinois limited partnership, and Tenant entered into that certain Commercial Lease, dated July 14, 1999, (the "Lease") covering certain commercial property, commonly known as The Shops at Far Hills, located at 1681 South IL Route 59, Space #1, Bartlett, Illinois (the "Premises").

B. The Parties wish to amend the Lease upon the terms, covenants, and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions hereinafter set forth, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. Term. The Initial Term of the Lease is hereby extended for a period of five (5) years commencing April 1, 2010 and expiring March 31, 2015 (the "Extended Initial Term").

2. Option to Extend. The Parties acknowledge and agree that Tenant continues to have the right to extend the Term of the Lease for two (2) additional option periods of five (5) years each in accordance with Section 2.4 of the Lease. Base Rent for said Extension Terms shall be as detailed in Section 3 below.

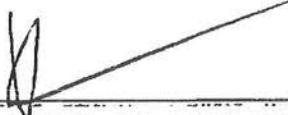
3. Base Rent. Base Rent for the Initial Extended Term and each of the Extension Terms shall be as follows:

IN WITNESS WHEREOF, the Parties have duly executed this First Amendment effective as of the day and year set forth above.

TENANT:

STARBUCKS CORPORATION,  
a Washington corporation

By



**MICHAEL MALANGA**  
svp, US Store Development  
Global Strategy and Support Services

Date

9/4/09

LANDLORD:

BARTLETT CENTER, INC.,  
an Illinois corporation

By



Its

V. I.

Date

9/16/09

**SECOND AMENDMENT TO COMMERCIAL LEASE**

Store # 2347 – Bartlett, Bartlett, Illinois

THIS SECOND AMENDMENT TO COMMERCIAL LEASE ("Amendment") is made this 10 day of June, 2014 (the "Effective Date", which shall be the date of full execution by both parties), by and between **Bartlett Center, Inc.**, an Illinois corporation ("Landlord") and **Starbucks Corporation**, a Washington corporation ("Tenant"). Landlord and Tenant are sometimes hereinafter referred to as the "Parties" collectively or a "Party" individually.

**RECITALS**

This Amendment is made with reference to the following facts:

A. Landlord's predecessor-in-interest, Bartlett Office Limited Partnership, an Illinois limited partnership ("Bartlett LP"), and Tenant entered into that certain Commercial Lease dated July 14, 1999 (the "Initial Lease") covering certain commercial property located at 1681 South IL Route 59, Space #1, Bartlett, Illinois (the "Premises"), which Premises is located in a shopping center commonly known as The Shops at Far Hills Shopping Center (the "Shopping Center") all as more specifically described in the Initial Lease.

B. Bartlett LP sold its financial interest in the Shopping Center, including the Starbucks leasehold to Landlord on or about June 12, 2001.

C. Landlord and Tenant amended the Initial Lease pursuant to that certain First Amendment to Commercial Lease dated September 18, 2009 (the "First Amendment"). The First Amendment and the Initial Lease are hereinafter collectively referred to as the "Lease".

D. The Term of the Lease will expire on March 31, 2015. The Parties now wish to amend the Lease to, among other things, extend the Term of the Lease upon the terms, covenants and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date the Parties agree as follows:

**AGREEMENT**

1. Recitals. The above Recitals are incorporated herein by reference.
2. Term. The Term of the Lease is hereby extended for a period of ten (10) years commencing April 1, 2015, and expiring March 31, 2025 (the "Extended Term") upon the same terms and conditions as set forth in the Lease except as specifically

April 1, 2040 – March 31, 2045	\$46.27	\$8,675.63	\$104,107.50
-----------------------------------	---------	------------	--------------

5. Payment of Rent. Section 3 of the Lease is hereby amended by adding the following after the last sentence therein:

“Landlord acknowledges and agrees that Tenant, at Tenant’s option, shall have the right to pay amounts due under this Lease to Landlord via electronic funds transfer at an institution of Landlord’s choice, and that Landlord shall cooperate with Tenant, if necessary, to establish that manner of payment by Tenant.”

6. Use. Section 5.1 of the Lease is hereby deleted in its entirety and replaced with the following:

“Use. Tenant may use and occupy the Premises for a coffee store and drive-thru facility and related uses including, at Tenant’s discretion, the retail sale of (a) fresh whole and ground coffee beans, (b) coffee by the cup, (c) espresso-based drinks, (d) pre-packaged coffee beans, (e) teas and spices, (f) coffee and tea related equipment and supplies, (g) beer and wine, (h) books, magazines and newspapers, (i) baked goods, (j) assorted salads, sandwiches and gourmet food items, (k) seasonal, promotional and Tenant branded merchandise, (l) frozen desserts and novelties, and (m) other items that Tenant makes available for sale in the ordinary course of business at its other stores and/or for any other lawful retail or restaurant use that is not in conflict with a written exclusive use listed on Exhibit J granted to another tenant in the Building/Shopping Center prior to the date of this Lease.”

7. Exclusivity. Section 5.4 of the Lease is hereby deleted in its entirety and replaced with the following:

“Exclusivity. Landlord shall not use or allow any other person or entity (except Tenant) to use any portion of the Property for or in support of the sale of (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee or (e) blended beverages including, without limitation, those containing any of the following: ice, coffee, espresso, tea, milk, cream, juice and/or fruit. This restriction shall also apply to kiosks and carts. Full service, sit-down restaurants serving a complete menu may sell brewed coffee or hot espresso drinks for on-premises consumption only.”

8. Existing HVAC Units. Landlord agrees to replace the existing HVAC units (the “Existing Units”) at Landlord’s sole cost and expense, with new HVAC units (the “New Units”) on the end of the useful life expectancy of the respective Existing Units. Landlord and Tenant agree that the earlier to occur of: (i) the date when a heat exchanger or compressor is deemed to need replacement, or (ii) fifteen (15) years from the original date of installation for each Existing Unit shall be deemed to be a determination that an Existing Unit has reached the end of its useful life. Landlord further agrees to schedule the

10.5 Counterparts. To facilitate execution of this Amendment, this Amendment may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Amendment delivered electronically by facsimile or e-mail shall have the effect of an original, executed instrument. All counterparts of this Amendment shall collectively constitute a single instrument; but, in making proof of this Amendment it shall not be necessary to produce or account for more than one such counterpart executed by each Party hereto. It shall not be necessary for the signature of, or on behalf of, each Party hereto, or that the signature of all persons required to bind any such Party appear on each counterpart of this Amendment.

10.6 No Construction Against Draftsman. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any provision of this Amendment or that such provisions have been drafted on behalf of said Party.


IN WITNESS WHEREOF, the Parties have duly executed this Amendment effective as of the day and year set forth above.

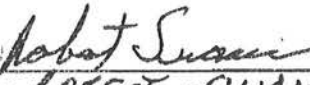
TENANT:

STARBUCKS CORPORATION,  
a Washington corporation

LANDLORD:

BARTLETT CENTER, INC.,  
an Illinois corporation

By:   
Name: Jim Terry  
Its: vp, Store Development  
Date: Global Real Estate and Facilities

By:   
Name: ROBERT SUSSEY  
Its: Managing Agent  
Date: 6/14/2014

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On this 16 day of JUNE, 2014, before me, the undersigned, a Notary Public in and for the State of ILLINOIS, duly commissioned and sworn, personally appeared ROBERT SWANSON, to me known as, or providing satisfactory evidence that he/she is the MANAGING AGENT of BARTLETT CENTER, INC., an Illinois corporation, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Patricia Gancarczyk  
NOTARY PUBLIC in and for the State of  
ILLINOIS residing at COOK COUNTY  
Commission expires MAY 11, 2015  
Print Name: PATRICIA GANCARCZYK

