

**EASTFIELD ANNEXATION AGREEMENT PUBLIC HEARING – 7:00 P.M.**

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**SEPTEMBER 15, 2020**  
**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 – September 1, 2020
- \*7. **BILL LIST:** September 15, 2020
8. **TREASURER'S REPORT:** July, 2020  
Sales Tax Report – May, 2020  
Motor Fuel Tax Report – June, 2020
9. **PRESIDENT'S REPORT:** National Night Out Proclamation and Community Awards
10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
11. **TOWN HALL:** (Note: Three (3) minute time limit per person)
12. **STANDING COMMITTEE REPORTS:**
  - A. **BUILDING & ZONING COMMITTEE, CHAIRMAN REINKE**
    - \*1. Ordinance Amending Ordinance 2000-54 and Approving a Site Plan and Granting a Special Use Permit for Lot 12B in the Brewster Creek Business Park
    - \*2. Ordinance Approving of a Preliminary/Final Plat of Subdivision for Southwind Business Park
    3. Ordinance Amending the Bartlett Municipal Code Title 10 Zoning to Define and Regulate Truck Stop Establishments, Approving a Site Plan, Granting Special Use Permits and Granting a Variation for True North
    4. Ordinance Approving and Directing the Execution of the Annexation Agreement Between FJH Properties LLC, Chicago Title Land Trust Company Trust No. 8002359484, Pulte Home Company, LLC and the Village of Bartlett (Eastfield Subdivision)
    5. Ordinance Annexing the 13.975 Acre FJH Property at the Northwest Corner of Petersdorf and Army Trail Roads to the Village of Bartlett (Eastfield Subdivision)
    6. Ordinance Annexing the 0.996 Acre Chicago Title Lane Trust Company Trust #8002359484 Property at the Northwest Corner of Petersdorf and Army Trail Roads to the Village of Bartlett (Eastfield Subdivision)
    7. Ordinance Rezoning the 13.975 +/- Acre FJH Property from the ER-1 Estate Residence Zoning District to the SR-3 Suburban Residence Zoning District, Approving a Preliminary/Final Subdivision Granting a Special Use Permit for Wetlands, and Amending the Future Land Use Plan for Eastfield Subdivision
    8. Ordinance Proposing the Establishment of Special Service Area Number One for the Proposed Eastfield Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and the Issuance of Bonds to an Amount not to Exceed \$1,081,320 for the Purpose of Paying the Cost of Providing Special Services in and for such Area
    9. Eastfield Subdivision - Early Earthwork Request
    10. Ordinance Approving a Plat of Dedication and Acceptance of the Dedication of the Offsite Roadway Parcel (Immediately North of and Adjacent to the Eastfield Subdivision)

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

- \*1. Global Arts Concert Series Road Closure Request

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

- \*1. Resolution Approving of Disbursement Request for Payout No. 20 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

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

1. Ordinance Amending Title 3, Chapter 31, of the Bartlett Municipal Code Concerning Local Video Gaming Licenses  
\*2. Ordinance Amendment to Title 3 Chapter 21 of the Bartlett Municipal Code Regulating Garage, Yard and Rummage Sales

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

1. None

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

- \*1. Resolution Approving an Intergovernmental Agreement Among the Village of Bartlett, the Village of Hoffman Estates, the Village of Barrington Hills, the Village of Barrington, the Village of Deer Park, the Village of Lake Zurich, the Village of Hawthorn Woods, the Village of Mundelein, the Village of Vernon Hills, the Village of Mettawa, the Village of Green Oaks, and the City of North Chicago, for the Equally Shared Costs for Initial Work Towards the Creation of a Quiet Corridor Along the Elgin, Joliet, and Eastern Railroad

13. **NEW BUSINESS:** Proclamation Thanking Trustee Gabrenya for her Service

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

15. **ADJOURNMENT**



## Agenda Item Executive Summary

Item Name	Eastfield Subdivision Annexation Agreement - Public Hearing	Committee or Board	Board
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### BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

### EXECUTIVE SUMMARY

The Public Hearing notice for the Annexation Agreement for the proposed Eastfield Subdivision (Pulte) was published in the Daily Herald and mailed to the required taxing districts on August 31, 2020. The Annexation Agreement has also been available for public viewing in the Planning and Development Services Department.

This Annexation Agreement is for the 13.975 acre property owned by FJH Properties LLC and the 0.996 acre property owned by Chicago Title Land Trust Company Trust No. 8002359484 located at the northwest corner of Petersdorf and Army Trail Roads.

### ATTACHMENTS (PLEASE LIST)

PDS Memo, Public Hearing Notice and Proof of Publication

### ACTION REQUESTED

- For Discussion Only - **Conduct the Required Public Hearing**
- Resolution
- Motion
- Ordinance

Staff: Roberta B. Grill, Planning & Development Services Dir.

Date: September 2, 2020

**COMMUNITY DEVELOPMENT MEMORANDUM**  
**20-124**

DATE: September 2, 2020

TO: Paula Schumacher, Village Administrator

FROM: Roberta B. Grill, Planning & Development Services Director *RBG*

RE: Eastfield Subdivision – Annexation Agreement Public Hearing

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The Public Hearing notice for the Annexation Agreement for the proposed Eastfield Subdivision (Pulte) was published in the Daily Herald and mailed to the required taxing districts on August 31, 2020. The Annexation Agreement has also been available for public viewing in the Planning and Development Services Department.

This Annexation Agreement is for the 13.975 acre property owned by FJH Properties LLC and the 0.996 acre property owned by Chicago Title Land Trust Company Trust No. 8002359484 located at the northwest corner of Petersdorf and Army Trail Roads.

The public hearing notice and proof of publication are attached for your review.

## PUBLIC HEARING NOTICE

**NOTICE IS HEREBY GIVEN** that the Village Board of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, will hold a Public Hearing on Tuesday, September 15, 2020 at 7:00 P.M. or as soon thereafter as the matter may be heard, in the Bartlett Municipal Center, 228 South Main Street, Bartlett, Illinois to consider testimony and evidence from the petitioners and members of the public with respect to the proposed Annexation Agreement between the Village of Bartlett, FJH Properties LLC, Chicago Title Land Trust Company Trust No. 8002359484 and Pulte Home Company LLC (Eastfield Subdivision - Case #20-04) for the annexation of the following legally described property:

THAT PART OF LOTS 1, 2, 3 AND 4 IN FARMSTEAD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1985 AS DOCUMENT NUMBER R85-78541, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED PER DOCUMENT NO. R85-41668, SAID WESTERLY LINE BEING PARALLEL WITH AND 40 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15, AND THE NORTHERLY LINE OF ARMY TRAIL ROAD, AS DEDICATED PER DOCUMENT NO. 598388; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 64.43 FEET (RECORD 62.97 FEET); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE NORTHERLY LIMITS OF THE PROPERTY DESCRIBED IN CASE NO. 94 L 00466 IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL CIRCUIT, DUPAGE COUNTY: 1) NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST A DISTANCE OF 20.00 FEET (RECORD 20.00 FEET); 2) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 250.00 FEET (RECORD 250.00 FEET); 3) SOUTH 00 DEGREES 30 MINUTES 20 SECONDS EAST A DISTANCE OF 5.00 FEET (RECORD 5.00 FEET); 4) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 207.98 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 1145.97 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 40 SECONDS EAST PARALLEL WITH THE NORTH LINE OF ARMY TRAIL ROAD A DISTANCE OF 542.17 FEET TO THE WEST LINE OF SAID PETERSDORF ROAD; THENCE SOUTH 00 DEGREES 28 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID PETERSDORF ROAD A DISTANCE OF 1161.14 FEET TO SAID POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

AND

THAT PART OF LOTS 1 AND 2 IN FARMSTEAD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT

**Public Hearing Notice**

**Case #20-04**

**Page 2 of 2**

THEREOF RECORDED SEPTEMBER 17, 1985 AS DOCUMENT R85-78541, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED PER DOCUMENT NO. R85-41668 WITH THE NORTHERLY LINE OF ARMY TRAIL ROAD, AS DEDICATED PER DOCUMENT NO. 598388; THENCE NORTH 00 DEGREES 28 MINUTES 41 SECONDS EAST, 1161.16 FEET ALONG SAID WESTERLY LINE TO THE NORTH LINE OF PROPERTY CONVEYED PER DOCUMENT R2012-139149 AND THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 27 MINUTES 17 SECONDS WEST, 541.69 FEET ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID PROPERTY CONVEYED, AFORESAID; THENCE NORTH 00 DEGREES 32 MINUTES 43 SECONDS WEST, 80.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 17 SECONDS EAST, 543.12 FEET ALONG A LINE THAT IS 80 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE TO SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 28 MINUTES 41 SECONDS EAST, 80.01 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

**PERMANENT INDEX NUMBERS: 01-15-303-029 and part of 01-15-303-028**

This property is located at the northwest corner of Petersdorf Road and Army Trail Road, Wayne Township, DuPage County, Illinois.

The proposed Annexation Agreement is available for public viewing at the Bartlett Village Hall located at 228 South Main Street in the Planning & Development Services Department from 8:30 A.M. to 4:30 P.M. Monday through Friday.

The above-referred Public Hearing may be recessed from time to time to another date or dates, if notice of the time and place of such adjourned Public Hearing is publicly announced at the immediately preceding Public Hearing.

All interested parties are invited to attend and will be given an opportunity to be heard. If an accommodation for an individual with a disability is necessary, please contact Paula Schumacher at 837-0800 (voice) or 830-0940 (TDD).

BY  
Kevin Wallace, President  
Village of Bartlett

cc: L. Giless, Village Clerk,  
Petitioners

To be published in The Daily Herald on or before August 31, 2020.

**PUBLIC HEARING NOTICE**

NOTICE IS HEREBY GIVEN that the Village Board of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, will hold a Public Hearing on Tuesday, September 15, 2020 at 7:00 P.M. or as soon thereafter as the matter may be heard, in the Bartlett Municipal Center, 228 South Main Street, Bartlett, Illinois to consider testimony and evidence from the petitioners and members of the public with respect to the proposed Annexation Agreement between the Village of Bartlett, FJH Properties LLC, Chicago Title Land Trust Company Trust No. 8002359484 and Pulte Home Company LLC (Epsifield Subdivision - Case #20-04) for the annexation of the following property:

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AND THAT PART OF LOTS 1 AND 2 IN FARMSTEAD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1985 AS DOCUMENT R85-78541, DESCRIBED AS FOLLOWS:  
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BY Kevin Wallace, President, Village of Bartlett  
Published in Daily Herald August 31, 2020 (4550380)

**CERTIFICATE OF PUBLICATION**

**Paddock Publications, Inc.**

**Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Addison, Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Bartlett, Batavia, Bensenville, Bloomingdale, Buffalo Grove, Burlington, Campton Hills, Carol Stream, Carpentersville, Cary, Deer Park, Des Plaines, East Dundee, Elburn, Elgin, Elk Grove Village, Elmhurst, Fox Lake, Fox River Grove, Geneva, Gilberts, Glen Ellyn, Glendale Heights, Glenview, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Itasca, Keeneyville, Kildeer, Lake Barrington, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Lisle, Lombard, Long Grove, Medinah, Mt. Prospect, Mundelein, Naperville, North Aurora, North Barrington, Oakbrook, Oakbrook Terrace, Palatine, Prospect Heights, Rolling Meadows, Roselle, Schaumburg, Sleepy Hollow, South Barrington, South Elgin, St. Charles, Woodridge, Streamwood, Tower Lakes, Vernon Hills, Villa Park, Volo, Warrenville, Wauconda, Wayne, West Chicago, West Dundee, Wheaton, Wheeling, Wildwood, Winfield, Wood Dale, Round Lake Park, Pingree Grove, Sugar Grove County(ies) of Cook, DuPage, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 8/31/20 in said **DAILY HERALD**.

IN WITNESS WHEREOF, the undersigned, the said **PADDOCK PUBLICATIONS, Inc.**, has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

**PADDOCK PUBLICATIONS, INC.**  
**DAILY HERALD NEWSPAPERS**

BY *Paula Schumacher*  
Authorized Agent

Control # 4550380



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**September 1, 2020**

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1. CALL TO ORDER

2. ROLL CALL

PRESENT: Trustees Carbonaro, Deyne, Gandsey, Hopkins, Reinke and President Wallace

ABSENT: Trustee Gabrenya

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Police Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION

Father Christopher Ciomek of St. Peter Damian Catholic Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

There were no additions or deletions to the Consent Agenda.

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

Trustee Deyne moved to approve the Consent Agenda and that motion was seconded by Trustee Hopkins.



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**September 1, 2020**

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

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT - None
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Gandsey thanked the Mayor for assigning her to the Board. She gave her sympathies to Trustee Camerer's family and colleagues. She didn't know Trustee Camerer very well but one thing they had in common is a love for service and leadership. She stated that she was excited to serve with the Mayor and this Board and all the professionals the Village of Bartlett as well as the community. In the past few weeks she has heard more and more stories about Dr. Camerer and everything he loved about this community. She wants to emulate that service leadership. She thanked everyone for the opportunity and looked forward to being part of caring for our community.

11. TOWN HALL

**Janet Susskind, 1933 Sundrop Court**

Ms. Susskind stated that a bunch of residents met at the Plan Commission meeting only to find out that it was the wrong one. She thought that they were being punished because they live on the west end of Bartlett. They don't want or need another gas station that is really not a gas station. When asked if the liquor sales were not included, would they still build a gas station? They said "no, it's not profitable". When asked if they didn't have the gambling would it be built? They said "no, it's not profitable". Basically, the gas station is a shell to have gambling and liquor sales to establish it. The biggest problem is that there is only one lane of traffic in any direction around there. You have a perfectly good industrial park with a minimum of two lanes in each direction. Why wouldn't we steer this establishment to something like that instead of putting it in a place with no infrastructure. We don't need one single more truck on West Bartlett Road. She stated that at the Plan Commission meeting, the audience was full and nobody wants it. It's not worth the tax break to add all that extra traffic. They already have a hard time with traffic and feels like



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they are being treated like the red-headed stepchild. They put all kinds of crap that they don't want on the west side. She didn't feel like the board fought the train issue very hard. When residents on the west side try to get to the east side of town on West Bartlett, they have had to sit and wait and wait. There is one lane in each direction and nowhere for these people to go to get to work because the board did not fight it. She suggested putting in housing or stores that are wanted, restaurants, fast food establishments, etc. The people do not want another liquor store or gambling establishment or another gas station. She goes to South Elgin or Bloomingdale to do her shopping. She can't do it in Bartlett because there is nothing here. This is how people feel.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that there was no report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne presented Ordinance 2020-81, an Ordinance of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, Providing for the Issuance of a not to exceed \$3,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2020 (Bartlett Quarry Redevelopment Project), and Pledging Certain Incremental Property Tax Revenues to the Payment Thereof.

Trustee Deyne moved to approve Ordinance 2020-81, an Ordinance of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, Providing for the Issuance of a not to exceed \$3,000,000 Taxable Subordinate Lien Tax Increment Revenue Note, Series 2020 (Bartlett Quarry Redevelopment Project), and Pledging Certain Incremental Property Tax Revenues to the Payment Thereof. and that motion was seconded by Trustee Carbonaro.

Trustee Gandsey asked what the risks were on this.

Finance Director Todd Dowden stated that there is no obligation from the village. The property tax increment is collected to pay the developer note and if there is not enough increment, the village has no liability to pay the note.



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ROLL CALL VOTE TO APPROVE ORDINANCE 2020-81, PROVIDING FOR THE ISSUANCE NOT TO EXCEED \$3,000,000 TAXABLE SUBORDINATE LIEN TAX INCREMENT FOR BARTLETT QUARRY REDEVELOPMENT PROJECT

AYES: Trustees Carbonaro, Deyne, Gandsey, Hopkins, Reinke, President Wallace  
NAYS: None  
ABSENT: Trustee Gabrenya  
MOTION CARRIED

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that Resolution 2020-82-R, a Resolution Approving of the Law Enforcement Agreement and Order No. 1 Between the Village of Bartlett and Lexisnexis Coplogic Solutions, Inc. and Resolution 2020-83-R, a Resolution Approving the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds Between the County of Cook and the Village of Bartlett were covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN GABRENYA

President Wallace stated that Trustee Gabrenya had an emergency and could not be here. He stated that there was no report.

13. NEW BUSINESS

President Wallace stated that one of the things he mentioned in the past was to have a truck impact study done. There has already been a Brewster Creek traffic study done when it was first established. He felt the Board should highly encourage staff to find some experts to do a thorough truck traffic impact study as these larger buildings come to completion and to see the options available to ease the truck traffic as much as possible. You don't have a commercial business park without a bunch of trucks. He hoped to get ahead of it so they are not trying to play "catch-up" when it comes to improvements in intersections. If the Board agrees, he would instruct staff to look into this study. This would be an overlay on top of the existing study when Brewster Creek was first established.



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Village Administrator Paula Schumacher stated that they can certainly do that. They requested that Chicago Elmhurst Stone complete a traffic directional study for the remaining buildout of the park. This was a direction from the Board earlier this year. The study was delayed because of Covid and the traffic numbers were down. Staff has asked them to take up that task again. They will overlay that study on top of the original study to get a comprehensive look at all the truck traffic generated. Looking over the plan for Brewster Creek when it was being built, the terminating date was 2020. Some of the improvements recommended in that plan are just coming to fruition right now. These included intersection improvements at Route 59 and Stearns Road. A number of those things take a long time to come to reality but they have to start setting the table now for them.

President Wallace spoke about West Bartlett Road, where the end of it is Kane County and the rest is Cook County and IDOT. Three entities that must meet at the same table once the study is complete and have a solid plan in place.

Trustee Reinke stated that the product of this study would be the intent that the product would be helpful in dealing with Cook County ignoring us about Naperville Road and other areas, also. South Bartlett and West Bartlett Roads are not under the Village's jurisdiction and when we press the case with these other units of local government, they basically blow us off.

Trustee Carbonaro asked if there was any discussion to further the traffic flow on Route 25 since that does not belong to the village either. Do they have any intention of developing it further?

President Wallace indicated that it would be a part of this study.

**14. ADJOURN TO COMMITTEE OF THE WHOLE MEETING**

President Wallace stated that the Board would be going directly into the Committee of the Whole meeting following adjournment.

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

**ROLL CALL VOTE TO ADJOURN**

**AYES:** Trustees Carbonaro, Deyne, Gandsey, Hopkins, Reinke

**NAYS:** None

**ABSENT:** Trustee Gabrenya

**MOTION CARRIED**



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**September 1, 2020**

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The meeting was adjourned at 7:19 p.m.

A handwritten signature in cursive script that reads 'Lorna Gilles'.

Lorna Gilles  
Village Clerk



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
September 1, 2020**

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1. CALL TO ORDER

President Wallace called the Committee of the Whole meeting to order at 7:19 p.m.

PRESENT: Chairmen Carbonaro, Deyne, Gandsey, Hopkins, Reinke and President Wallace

ABSENT: Chairman Gabrenya

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Food and Beverage Manager Paul Galvan, Police Chief Patrick Ullrich, Deputy Chief Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

**BUILDING & ZONING, CHAIRMAN REINKE**

**BCBP Lot 12B (Tomart) – Site Plan Review/Special Use Permit/Amendment to Ordinance #2000-54**

Chairman Reinke stated that the Board has talked about this site before and one of the things he liked about it was the flexibility from staff in permitting the petitioner to forego the berm.

Ms. Grill stated that it is a smaller building for the park, only 25,000 sq. ft. They are requesting a special use permit for the outdoor storage of trailers on the site. The Plan Commission reviewed the petitioners request and conducted the public hearing on August 13, 2020. They recommended approval subject to the findings of fact and conditions recommended by staff.

The item was forwarded on to the Village Board for final approval.

**Eastfield Subdivision Annexation, Rezoning, Preliminary/Final Subdivision, Special Use, Amendment to Future Lane Use Plan**

Ms. Grill stated the development would include 27 single family lots. Lot 28 would be dedicated to the Park District for a park site with Lot 29 consisting of a stormwater retention area. A Special Use Permit is being requested to allow the retention area to discharge to the wetland buffer. The Plan Commission reviewed the petitioners request and conducted the public hearing. They recommended approval subject to the findings of fact and conditions in the staff report.



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Chairman Reinke asked about the drainage plan because there was a lot of discussion at the Plan Commission about it. They discussed tying into drain tiles and asked where they were located.

Patti Bernhard, attorney for Pulte Homes stated that Rob Getz, Vice President of Pulte Homes and Anthony Falkowski is with Cemcon, LTD. and Greg Sagen with Signature Group is also present.

Ms. Bernhard stated there was a question about tying into the drain tile in the property to the west, but the village engineer stated that they did not want them to tie into that because they didn't know what the shape of that system was in, so Pulte is not tying into those drain tiles. The discharge is going to discharge and a spreader will spread it out and hopefully dissipate into the land a little differently than normal.

Mr. Falkowsk stated that they are working with the property owner to the west to alleviate the flow directly over land. They put the level spreader in to dissipate the flow and infiltrate some of it into the ground.

Chairman Carbonaro asked how reliable that would be. If there was a horrendous storm, there is nowhere else for the water to go accept back into the residential area.

Mr. Falkowsk stated that for this sight the run off was directly to the northwest corner and southwest corner. They are following the same discharge location and substantially reducing the flow in this proposal.

Chairman Reinke asked if they are reducing the flow by virtue of the detention facility.

Mr. Falkowsk stated they are providing retention for the development according to DuPage County and the Village of Bartlett.

Chairman Reinke asked if the associate would maintain the stormwater facilities and that there would be a backup SSA.

Ms. Grill stated that was correct.

Mayor Wallace asked how many units there would be.

Mr. Falkowsk stated there was 27.

Chairman Reinke stated that when they first started talking about this project a couple years ago, there was discussion about building further west. He asked if that was still an option.



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Ms. Bernhard stated that she can speak to that. At this time, there is no contract with the owner to the west.

Chairman Gandsey asked how long construction would take for the whole subdivision.

Mr. Getz stated that they hope to have the model home started in November or December. It takes about 4-5 months to build the model, so the grand opening would be around May. October would be the first move in. They think they can do 2 homes a month so it would take about a year after that to complete the community. End of the year 2022 they will most likely be finished.

Chairman Gandsey asked if people have to go to Army Trail to go across the road or how will they cross Petersdorf Rd?

Mr. Getz stated there will be cross hatching on the north side of the neighborhood.

Chairman Gandsey asked if there will be signs.

Mr. Getz stated it will be a painted cross walk.

Mr. Reinke stated that the item will be forwarded to the Village Board for approval.

**True North Site Plan Review, Special Use Permits, Variation, Text Amendment**

Ms. Grill stated the petitioner is requesting a Site Plan Review for the True North Truck Stop establishment on the southeast corner of W. Bartlett and Route 25. The Petitioner also is requesting two text amendments to define "Truck Stop Establishment" and add "Truck Stop Establishment" to the Special Use list in the B-4 Community Shopping Zoning District. The Illinois Gaming Board permits truck stop establishments to obtain video gaming licenses and the petitioner would have video gaming at this establishment. The petitioner is also requesting Special Use Permits to allow an automotive service station, truck stop establishment, outdoor sales and to sell package liquor. This truck stop would include a 5,000 square foot convenience store with eight pump islands (16 total stations) for passenger vehicles and 4 pump stations for diesel trucks. The petitioner has agreed to wrap the canopy columns with the same brick material on the convenience store that was suggested by staff and supported by the plan commissioner. The staff and the traffic consultant had concerns with the curb cut located close to Rt. 25. The petitioner has revised their plan and agreed to a right-in, right-out with a barrier median as requested by staff. They have also requested a Variation to reduce the number of trees required in the interior parkway (Route 25 and W. Bartlett Rd). The Petitioner agreed to replace two (2) of the small deciduous trees along West Bartlett Road with large deciduous shade trees. A bike path and small berm are proposed on the north property line in accordance with the West Bartlett Rd. Corridor Plan. The Zoning Board of Appeals reviewed the



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Petitioner's request for the text amendments and variation and conducted the requisite public hearing on August 6, 2020. The Zoning Board of Appeals recommended approval based upon the findings of fact. The Plan Commission reviewed the Petitioner's requests for a Site Plan Review and four (4) Special Use Permits and conducted the requisite public hearing. The Plan Commission recommended approval of the Site Plan and the Special Use Permits subject to the conditions and findings of fact recommended above by the staff and two additional conditions. The first would require additional landscaping being installed on the median east of the truck parking spaces. The second would be signage indicating truck idling is prohibited between the hours of 10:00 pm and 6:00 am.

Ryan Howard, Chief Operating Officer of True North stated that he is there with Mark Lyden, CEO and Lindsey Lyden, VP of Development. He stated that one of the topics that has been discussed many times is traffic. Their use does not really generate a lot of traffic. There may be some local traffic that will be coming to them, but for the most part, they are trying to get in front of traffic that is already there. When it comes to trucks, they generate very little truck traffic. They are not a major truck stop that has showers and lube facilities that may bring additional trucks off their current path to their facility. They are simply a gas pumping station and go. He stated that they will be creating a lot of tax revenue for the village as well. There will be additional property taxes, motor fuel taxes, and sales tax for in-store sales. With that, they will generate \$140,000- \$150,000 per year in sales tax revenue that comes back to Bartlett. In addition to that, will be gaming revenue. The truck stop in South Elgin across the street is generating \$40,000 a year for South Elgin in gaming revenue. They don't think they will be able to replicate another \$40,000, but think they can take at least half of it and maybe generate some additional on top.

Chairman Reinke stated that there were some issues with the bike path last time and asked Ms. Grill to explain.

Ms. Grill stated the only issue is the connection across Rt. 25. Staff found out two weeks ago that IDOT has pulled the road resurfacing and ADA permits from Lake St. south to Stearns from their multi year plan. Staff is currently drafting a letter for the mayor's signature that we hope to also have South Elgin join to send a letter to IDOT requesting them to take another look at this and add it back into their plan. Staff is also working with the developer of the site on both sides of the street to make this connection.

Chairman Gandsey asked if they have ever built a truck stop like this where you were the only business then had other things go in around you. Does it drive other businesses to come in.

Mr. Howard stated that in Illinois they typically go into new growth areas, sometimes they come in first, sometimes they follow. They expect to spur new growth and that is why the developer chose to do a deal with them.



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Chairman Gandsey asked if they have an example.

Mr. Howard stated that most of them would be in Ohio. In Illinois they have typically gone into more mature areas so far, but they only have nine locations in Illinois.

Chairman Gandsey asked how they initially identified this location.

Mr. Howard stated that they initially identified the location because of the South Elgin station. They knew there was more demand in this area than was being served. There were some issues with the way the property was designated and that has since been relieved so they entered into a contract with the property owner.

Chairman Hopkins asked if this lot was in the TIF District.

Chairman Reinke asked if we have heard about any inquiries about other developments in the Rt. 25 area.

Mayor Wallace stated there was talk on the Plan Commission about the right-in, right-out barrier median. He asked how difficult it would be for people to go against the grain and make a turn to the left instead of the right. He asked if there were different qualities of medians.

Ms. Grill stated that they wanted to make sure it was not a mountable median. It is a barrier median.

Mayor Wallace stated that from his understanding, there will be 2% additional traffic at the most. Traffic is not going to decrease the safety of that area, there is no additional odor from traffic and no additional sound created from traffic. He is pretty confident trucks are not going to come down from Interstate 90 and find this place. It's just going to be whatever truck traffic is already on that road, the Village will just be able to capture some of that revenue. He totally understands what the residents are saying about what they would rather have there. The Board pushes for every type of business to come in areas like this.

Dean Kelly, 612 S. 5<sup>th</sup> St., St. Charles stated that the petitioner is going to build a high-quality project. He had other interested parties where timing did not work out. There is some additional residential that is going to go in on the South Elgin side. He has lots of RFP's out for Blue Heron Business Park just to the north, but no one has pulled the trigger yet. This is a nice looking gas station and will certainly help facilitate some interest in the property. He got a call today from someone who heard about the project and is interested in the other 3 acres behind it.



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Mayor Wallace stated that the turning point for him was that traffic will not increase. His biggest concerns were the safety, fumes and additional road issues. Since there is no proof that it's going to increase truck traffic, it seems like a logical project to approve.

Chairman Hopkins asked what the timeline was for the project.

Mr. Howard stated the next step would be to apply for building permits which they expect to have in the spring. They are looking at about a 180-day project schedule from that time.

Chairman Gandsey asked about the villages truck idling policy.

Mayor Wallace stated they agreed to limit truck idling.

Mr. Howard stated that there would be no idling between 10:00 p.m. and 6:00 a.m.

The item was forwarded on to the Village Board for a final vote.

Chairman Deyne moved to adjourn and that motion was seconded by Chairman Carbonaro.

**ROLL CALL VOTE TO ADJOURN**

**AYES:** Chairmen Carbonaro, Deyne, Gandsey, Hopkins, Reinke

**NAYS:** None

**ABSENT:** Gabrenya

**MOTION CARRIED**

The meeting was adjourned at 7:46 p.m.

Samuel Hughes  
Deputy Village Clerk

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 9/15/2020

**100-GENERAL FUND REVENUES**

**410110-REAL ESTATE TRANSFER TAX**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATG LOOP	TRANSFER STAMP OVERPAYMENT	100.00
<b>INVOICES TOTAL:</b>		<b>100.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - SEPT 2020	311,413.64
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - SEPT 2020	2,644.22
** 1 FIDELITY SECURITY LIFE	MONTHLY INSURANCE - SEPT 2020	1,055.37
<b>INVOICES TOTAL:</b>		<b>315,113.23</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	193.79
<b>INVOICES TOTAL:</b>		<b>193.79</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AUTUMN CONSULTING LLC	MARKETING STRATEGY PRESENTATION	750.00
** 1 CARDMEMBER SERVICE	FACEBOOK FEES	70.00
<b>INVOICES TOTAL:</b>		<b>820.00</b>

**542100-REBATES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FENCE CONNECTION INC	DEPOSIT/MWRD FENCE INSTALLATION	16,000.00
<b>INVOICES TOTAL:</b>		<b>16,000.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ICMA MEMBERSHIP DUES	960.00
1 METROPOLITAN MAYORS CAUCUS	ANNUAL MEMBERSHIP DUES	1,854.36
<b>INVOICES TOTAL:</b>		<b>2,814.36</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARK YOUR SPACE INC	POLE BANNERS	194.91
<b>INVOICES TOTAL:</b>		<b>194.91</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MUSEUM EXPENSES/SUPPLIES	511.99
1 TERRENCE LYNCH	ZOOM PROGRAM PRESENTATION	300.00
	<b>INVOICES TOTAL:</b>	<b>811.99</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SOCIAL DISTANCING FLOOR DECALS	46.64
** 1 CARDMEMBER SERVICE	ZOOM MEETING FEES/STAFF COFFEE	806.23
1 COMCAST	CABLE SERVICE	31.66
1 DELL MARKETING L.P.	LAPTOPS	3,024.75
** 1 SAM'S CLUB	FOOD PURCHASE/MEMBERSHIP DUES	80.00
	<b>INVOICES TOTAL:</b>	<b>3,989.28</b>

**1200-PROFESSIONAL SERVICES**

**521000-FINANCIAL CONSULTANT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOSTER & FOSTER INC	ALTERNATE INTEREST RATE	400.00
	<b>INVOICES TOTAL:</b>	<b>400.00</b>

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	450.00
	<b>INVOICES TOTAL:</b>	<b>2,450.00</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC PASS THRU	1,701.00
	<b>INVOICES TOTAL:</b>	<b>1,701.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUGUST ALUMINUM	ROOF REPLACEMENT SERVICES	9,760.00
** 1 CHRISTOPHER B BURKE ENG LTD	SPAULDING ROAD QUIET ZONE	2,873.50
	<b>INVOICES TOTAL:</b>	<b>12,633.50</b>

**1400-FINANCE**

**523500-AUDIT SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOSTER & FOSTER INC	OPEB UPDATE	2,000.00
	<b>INVOICES TOTAL:</b>	<b>2,000.00</b>

\*\* Indicates pre-issue check.

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**530135-RECYCLING SUPPLIES/EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GROOT INC	YARD WASTE STICKERS	3,000.00
<u>INVOICES TOTAL:</u>		<u>3,000.00</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS	12.12
<u>INVOICES TOTAL:</u>		<u>12.12</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	BC TIF PAYOUT	17.89
<u>INVOICES TOTAL:</u>		<u>17.89</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	FOOD PURCHASE/MEMBERSHIP DUES	109.68
<u>INVOICES TOTAL:</u>		<u>109.68</u>

**1500-PLANNING & DEV SERVICES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	45.71
<u>INVOICES TOTAL:</u>		<u>45.71</u>

**523110-LEGAL PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL NOTICES	168.00
<u>INVOICES TOTAL:</u>		<u>168.00</u>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PLANNING ASSOCIATION	ASSOCIATE PLANNER JOB POSTING	100.00
<u>INVOICES TOTAL:</u>		<u>100.00</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	47.81
<u>INVOICES TOTAL:</u>		<u>47.81</u>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

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

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1 ID NETWORKS	ANNUAL SERVICE AGREEMENT	495.00
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	120.00
		<b>INVOICES TOTAL: 615.00</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 CARDMEMBER SERVICE	LICENSE PLATE RENEWAL FEES	772.00
	1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	964.17
	1 MEINEKE CAR CARE CENTER	VEHICLE MAINTENANCE	142.50
	1 RAY O'HERRON CO INC	LOCKOUT TOOL KITS	227.45
	1 ULTRA STROBE COMMUNICATIONS INC	SHIPPING CHG/EQUIPMENT REPAIRS	19.95
			<b>INVOICES TOTAL: 2,126.07</b>

**526100-AUTO BODY REPAIRS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 ARMY TRAIL TIRE AND SERVICE	AUTO BODY REPAIRS	165.43
			<b>INVOICES TOTAL: 165.43</b>

**530100-MATERIALS & SUPPLIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 ARTISTIC FRAMING INC	FRAMED PICTURE/SCOTT YARWOOD	185.00
**	1 CARDMEMBER SERVICE	COVID-19 SUPPLIES/RIBBONS	623.50
	1 HOME DEPOT CREDIT SERVICES	CLEANING SUPPLIES	7.97
	1 SIRCHIE FINGER PRINT LABORATORIES	E.T. SUPPLIES	101.75
	1 STREICHER'S INC	SAFETY VESTS	1,869.50
	1 WAREHOUSE DIRECT	PENS/ENVELOPES/SUPPLIES	41.33
	1 WAREHOUSE DIRECT	TONER	105.99
	1 WAREHOUSE DIRECT	FLASH DRIVES/MISC SUPPLIES	44.43
	1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	220.95
	1 ZIEGLER'S ACE HARDWARE	CLEANING SUPPLIES	5.99
			<b>INVOICES TOTAL: 3,206.41</b>

**530110-UNIFORMS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 P.F. PETTIBONE & CO	MOURNING BANDS	70.80
	1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	85.85
	1 RAY O'HERRON CO INC	UNIFORM APPAREL	36.04
	1 RAY O'HERRON CO INC	UNIFORM APPAREL	372.92
	1 RAY O'HERRON CO INC	CREDIT - RETURN	-15.98
	1 STREICHER'S INC	BADGE REPAIRS	42.99
	1 STREICHER'S INC	HATS	23.98
			<b>INVOICES TOTAL: 616.60</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 SAM'S CLUB	FOOD PURCHASE/MEMBERSHIP DUES	80.00
	1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	213.93

\*\* Indicates pre-issue check.

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INVOICES TOTAL: **293.93**

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	RANGE SUPPLIES	110.00
<u>INVOICES TOTAL:</u>		<b>110.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PENS/ENVELOPES/SUPPLIES	206.23
1 WAREHOUSE DIRECT	DVD-R DISCS/BATTERIES	60.19
1 WAREHOUSE DIRECT	FLASH DRIVES/MISC SUPPLIES	175.19
<u>INVOICES TOTAL:</u>		<b>441.61</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NTOA FEES	334.00
1 FAIR & IMPARTIAL POLICING LLC	TRAINING FEES	1,200.00
<u>INVOICES TOTAL:</u>		<b>1,534.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 KANE COUNTY CLERK	NOTARY FEES	33.00
<u>INVOICES TOTAL:</u>		<b>33.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CROWN TROPHY	NNO TROPHIES	571.60
1 NATIONAL ASSOC OF TOWN WATCH	NNO SHIRTS/WHISTLES/BANNERS	2,883.14
1 WAREHOUSE DIRECT	PENS/LEGAL PADS	68.52
<u>INVOICES TOTAL:</u>		<b>3,523.26</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	160.00
<u>INVOICES TOTAL:</u>		<b>160.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	FACE MASKS	1,113.74
<u>INVOICES TOTAL:</u>		<b>1,113.74</b>

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

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

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1 COMCAST	CABLE SERVICE	2.10
1 VERIZON WIRELESS	WIRELESS SERVICES	201.46
<b>INVOICES TOTAL:</b>		<b>203.56</b>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5,340.48
1 NICOR GAS	GAS BILL	124.41
1 NICOR GAS	GAS BILL	45.13
1 NICOR GAS	GAS BILL	120.45
1 NICOR GAS	GAS BILL	120.90
<b>INVOICES TOTAL:</b>		<b>5,751.37</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	439.98
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,515.08
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	40.00
1 NORTHWEST FREIGHTLINER	VEHICLE MAINTENANCE	279.32
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENT	379.50
<b>INVOICES TOTAL:</b>		<b>2,653.88</b>

**527100-SERVICES TO MAINTAIN STREETS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	868.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	812.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	560.00
1 DTN LLC	WEATHER INFORMATION SERVICE	630.00
<b>INVOICES TOTAL:</b>		<b>2,870.00</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	32.20
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
<b>INVOICES TOTAL:</b>		<b>1,033.20</b>

**527113-SERVICES TO MAINT. GROUNDS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE/AUG 2020	2,113.57
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE/AUG 2020	3,209.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/SEPT 2020	8,606.00
1 TRUGREEN	FERTILIZER APPLICATION	292.00
1 TRUGREEN	FERTILIZER APPLICATION	811.12
<b>INVOICES TOTAL:</b>		<b>15,031.69</b>

**527130-SIDEWALK & CURB REPLACEMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
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\*\* Indicates pre-issue check.

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1 GLOBE CONSTRUCTION INC	CONCRETE REPLACEMENT PROGRAM	18,620.40
1 HELEN TOLLERUD	PUBLIC SIDEWALK REPLACEMENT	1,296.00
	<b>INVOICES TOTAL:</b>	<b>19,916.40</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	62.80
1 GRAINGER	CREDIT/COM-ED UTILITY INCENTIVE	-20.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	244.27
1 ZIEGLER'S ACE HARDWARE	MAINTENANCE SUPPLIES	105.95
	<b>INVOICES TOTAL:</b>	<b>393.02</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	148.46
	<b>INVOICES TOTAL:</b>	<b>148.46</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	1,283.00
	<b>INVOICES TOTAL:</b>	<b>1,283.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/CREAMER/FILTERS	16.17
1 WAREHOUSE DIRECT	COFFEE/CREAMER	130.47
1 WAREHOUSE DIRECT	ENVELOPES/COFFEE/SUPPLIES	45.96
	<b>INVOICES TOTAL:</b>	<b>192.60</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	173.42
1 GRAINGER	MAINTENANCE SUPPLIES	13.08
1 GRAINGER	MAINTENANCE SUPPLIES	18.98
1 GRAINGER	MAINTENANCE SUPPLIES	218.40
1 GRAINGER	MAINTENANCE SUPPLIES	39.75
1 ILLINOIS RECOVERY GROUP INC	USED OIL RECYCLING CHARGE	36.00
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	188.90
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	322.40
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	520.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	29.06
1 MONROE TRUCK EQUIPMENT INC	MAINTENANCE SUPPLIES	417.62
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	381.89
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	23.01
1 WEST SIDE TRACTOR SALES	EQUIPMENT REPAIRS	370.14
	<b>INVOICES TOTAL:</b>	<b>2,752.65</b>

\*\* Indicates pre-issue check.

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**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	304.50
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	232.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,036.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	986.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	986.00
<b>INVOICES TOTAL:</b>		<b>3,544.50</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	366.40
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	1,065.00
<b>INVOICES TOTAL:</b>		<b>1,431.40</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	21.21
<b>INVOICES TOTAL:</b>		<b>42.42</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	719.36
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	280.00
1 WELCH BROS INC	GRAVEL PURCHASE	294.00
<b>INVOICES TOTAL:</b>		<b>1,293.36</b>

**2200-MFT EXPENDITURES**

**583005-MFT MAINTENANCE PROGRAM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORRECTIVE ASPHALT MATERIALS LLC	PAVEMENT PRESERVATION PROJECT	73,378.72
1 SUPERIOR ROAD STRIPING INC	ROAD STRIPING SERVICES	16,140.50
<b>INVOICES TOTAL:</b>		<b>89,519.22</b>

**583059-SCHICK ROAD BRIDGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	SCHICK ROAD BRIDGE REPORT	3,367.50
<b>INVOICES TOTAL:</b>		<b>3,367.50</b>

**3000-DEBT SERVICE EXPENDITURES**

**523700-AGENTS FEES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UMB BANK N.A.	AGENT FEES/SERIES 2017	318.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: **318.00**

**430000-DEVELOPER DEPOSITS FUND**

**262099-DEPOSIT-ORDINANCE 89-49**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEW PATH CONSTRUCTION & CONSULTING	LANDSCAPING BOND REFUND	5,750.00
<u>INVOICES TOTAL:</u>		<u>5,750.00</u>

**5000-WATER OPERATING EXPENSES**

**520025-DWC WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - JULY	565,695.34
<u>INVOICES TOTAL:</u>		<u>565,695.34</u>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SCADA PHONE SERVICE	36.54
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/SEPT 2020	1,714.00
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	11,133.92
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
<u>INVOICES TOTAL:</u>		<u>15,177.79</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	201.47
<u>INVOICES TOTAL:</u>		<u>201.47</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	7,696.25
<u>INVOICES TOTAL:</u>		<u>7,696.25</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	138.83
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	276.54
1 NICOR GAS	GAS BILL	38.55
1 NICOR GAS	GAS BILL	42.60
1 NICOR GAS	GAS BILL	44.81
<u>INVOICES TOTAL:</u>		<u>541.33</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	1,276.88
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	697.42

\*\* Indicates pre-issue check.

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1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	70.52
	<b>INVOICES TOTAL:</b>	<b>2,044.82</b>

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

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	649.60
1 ASSOCIATED TECHNICAL SERVICES LTD	CREDIT - INCORRECT BILLING	-815.50
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	868.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	812.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	560.00
1 DUKE'S ROOT CONTROL INC	MAINTENANCE SUPPLIES	2,100.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,102.00
1 GLOBE CONSTRUCTION INC	CONCRETE REPLACEMENT PROGRAM	3,220.60
1 WELCH BROS INC	GRAVEL PURCHASE	748.00
	<b>INVOICES TOTAL:</b>	<b>9,244.70</b>

**530110-UNIFORMS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CUTLER WORKWEAR	UNIFORMS	547.87
	<b>INVOICES TOTAL:</b>	<b>547.87</b>

**530160-SAFETY EQUIPMENT**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FIVE STAR SAFETY EQUIPMENT INC	BOOT BUCKLES	37.90
1 GRAINGER	SAFETY SUPPLIES	304.18
	<b>INVOICES TOTAL:</b>	<b>342.08</b>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	COFFEE/CREAMER/FILTERS	16.18
1 WAREHOUSE DIRECT	COFFEE/CREAMER	130.47
1 WAREHOUSE DIRECT	ENVELOPES/COFFEE/SUPPLIES	45.97
	<b>INVOICES TOTAL:</b>	<b>192.62</b>

**532300-POSTAGE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SEBIS DIRECT INC	SEPTEMBER BILLS POSTAGE	2,584.37
	<b>INVOICES TOTAL:</b>	<b>2,584.37</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	144.42
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	29.06
1 ZIEGLER'S ACE HARDWARE	MAINTENANCE SUPPLIES	508.39
	<b>INVOICES TOTAL:</b>	<b>681.87</b>

\*\* Indicates pre-issue check.

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**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	21.21
<b>INVOICES TOTAL:</b>		<b>42.42</b>

**534810-METER MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS	3,197.50
1 WATER RESOURCES INC	WATER METERS	1,167.50
<b>INVOICES TOTAL:</b>		<b>4,365.00</b>

**547072-DWC CAPITAL BUY IN PRINCIPAL**

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

**547073-DWC TRANSMISSION LINE-PRINC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	CONNECTION FACILITIES LOAN	58,644.80
<b>INVOICES TOTAL:</b>		<b>58,644.80</b>

**547074-DWC TRANSMISSION LINE-INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 DUPAGE WATER COMMISSION	CONNECTION FACILITIES LOAN	47,714.35
<b>INVOICES TOTAL:</b>		<b>47,714.35</b>

**500000-WATER FUND**

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DONG LEE	REFUND/WATER BILL OVERPAYMENT	49.17
<b>INVOICES TOTAL:</b>		<b>49.17</b>

**5090-WATER CAPITAL PROJECTS EXP**

**581029-WATERMAIN REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GERARDI SEWER & WATER CO	WATER MAIN REPLACEMENT PROJECT	421,852.25
<b>INVOICES TOTAL:</b>		<b>421,852.25</b>

**581031-LEAK SURVEY/REPAIR**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	766.50
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	866.50

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 1,633.00

**5100-SEWER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/SEPT 2020	1,028.00
<u>INVOICES TOTAL:</u>		<u>1,028.00</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	201.47
<u>INVOICES TOTAL:</u>		<u>201.47</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	† SAMPLE TESTING	893.00
<u>INVOICES TOTAL:</u>		<u>893.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	193.03
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	34,101.98
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	103.20
1 NICOR GAS	GAS BILL	39.51
1 NICOR GAS	GAS BILL	40.31
1 NICOR GAS	GAS BILL	139.86
1 NICOR GAS	GAS BILL	120.46
1 NICOR GAS	GAS BILL	39.06
1 NICOR GAS	GAS BILL	39.89
1 NICOR GAS	GAS BILL	123.47
1 NICOR GAS	GAS BILL	47.98
1 NICOR GAS	GAS BILL	40.79
1 NICOR GAS	GAS BILL	40.55
1 NICOR GAS	GAS BILL	43.07
1 NICOR GAS	GAS BILL	40.57
1 NICOR GAS	GAS BILL	121.58
<u>INVOICES TOTAL:</u>		<u>35,275.31</u>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	434.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	406.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	280.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	609.00
<u>INVOICES TOTAL:</u>		<u>1,729.00</u>

\*\* Indicates pre-issue check.

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**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	107.53
<b>INVOICES TOTAL:</b>		<b>107.53</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,811.99
1 HAWKINS INC	CHEMICAL SUPPLIES	681.00
1 HAWKINS INC	CHEMICAL SUPPLIES	1,597.43
<b>INVOICES TOTAL:</b>		<b>5,090.42</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CASE LOTS INC	ROLL TOWELS/WIPES	278.30
1 WAREHOUSE DIRECT	INK CARTRIDGE	74.47
1 WAREHOUSE DIRECT	COFFEE/CREAMER/FILTERS	16.18
1 WAREHOUSE DIRECT	ENVELOPES/COFFEE/SUPPLIES	45.97
<b>INVOICES TOTAL:</b>		<b>414.92</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	SEPTEMBER BILLS POSTAGE	2,584.36
<b>INVOICES TOTAL:</b>		<b>2,584.36</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRISYS CORPORATION	EQUIPMENT INSPECTION	2,499.00
1 GRAINGER	MAINTENANCE SUPPLIES	320.92
1 GRAINGER	MAINTENANCE SUPPLIES	5.88
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	29.06
1 MARTIN MECHANICAL CORPORATION	LIFT STATION PUMP REPAIRS	13,011.00
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	266.61
1 WEST SIDE ELECTRIC SUPPLY INC	ELECTRICAL SUPPLIES	11.51
<b>INVOICES TOTAL:</b>		<b>16,143.98</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE/AUG 2020	175.00
<b>INVOICES TOTAL:</b>		<b>175.00</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	21.21
1 UNIFIRST CORPORATION	MATS	21.21
<b>INVOICES TOTAL:</b>		<b>42.42</b>

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**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT/AUG 20	1,259.24
<b>INVOICES TOTAL:</b>		<b>1,259.24</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582026-LIFT STATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAIN FOR RENT	EQUIPMENT RENTAL	9,351.10
<b>INVOICES TOTAL:</b>		<b>9,351.10</b>

**582027-WWTP FACILITY IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	WWTP DESIGN IMPROVEMENTS	216,500.00
<b>INVOICES TOTAL:</b>		<b>216,500.00</b>

**520-PARKING FUND REVENUES**

**450200-PARKING METER REVENUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JAMES CUP	PARKING PERMIT REFUND	60.00
<b>INVOICES TOTAL:</b>		<b>60.00</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
1 UNIFIRST CORPORATION	MATS	23.54
1 UNIFIRST CORPORATION	MATS	23.54
<b>INVOICES TOTAL:</b>		<b>447.08</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	39.08
1 NICOR GAS	GAS BILL	60.69
<b>INVOICES TOTAL:</b>		<b>99.77</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DSL LINE FOR METRA PAY BOXES	41.83
<b>INVOICES TOTAL:</b>		<b>41.83</b>

\*\* Indicates pre-issue check.

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**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE ELECTRIC SUPPLY INC	LIGHTING SUPPLIES	32.74
	<b>INVOICES TOTAL:</b>	<b>32.74</b>

**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPE MAINTENANCE/AUG 2020	1,684.29
	<b>INVOICES TOTAL:</b>	<b>1,684.29</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	MONTHLY MAINTENANCE FEE	100.00
1 BURKE SOUND & SECURITY CORP	BURGLAR ALARM MONITORING	456.00
	<b>INVOICES TOTAL:</b>	<b>556.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	472.15
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,570.02
1 NICOR GAS	GAS BILL	230.64
	<b>INVOICES TOTAL:</b>	<b>3,272.81</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE HOME DEPOT PRO	RESTROOM SUPPLIES	84.58
	<b>INVOICES TOTAL:</b>	<b>84.58</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	597.78
	<b>INVOICES TOTAL:</b>	<b>597.78</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COUPON TICKETS	13.14
	<b>INVOICES TOTAL:</b>	<b>13.14</b>

**534334-PURCHASES - GOLF GLOVES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF GLOVES	700.28
	<b>INVOICES TOTAL:</b>	<b>700.28</b>

\*\* Indicates pre-issue check.

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**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	856.66
1 NICOR GAS	GAS BILL	44.71
1 NICOR GAS	GAS BILL	76.88
<b>INVOICES TOTAL:</b>		<b>978.25</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	5,609.79
1 WEE ONE FOUNDATION	MATERIALS & SUPPLIES	525.00
<b>INVOICES TOTAL:</b>		<b>6,134.79</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MAINTENANCE SUPPLIES	130.00
<b>INVOICES TOTAL:</b>		<b>130.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	597.78
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	648.72
<b>INVOICES TOTAL:</b>		<b>1,246.50</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	MAINTENANCE SUPPLIES	192.78
<b>INVOICES TOTAL:</b>		<b>192.78</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 1ST AYD CORPORATION	MAINTENANCE SUPPLIES	221.35
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	222.70
<b>INVOICES TOTAL:</b>		<b>444.05</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	19.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	105.41
<b>INVOICES TOTAL:</b>		<b>124.41</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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 INVOICES DUE ON/BEFORE 9/15/2020

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	428.33
1 NICOR GAS	GAS BILL	38.44
<b>INVOICES TOTAL:</b>		<b>466.77</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	90.99
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	102.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	70.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	480.92
<b>INVOICES TOTAL:</b>		<b>743.91</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	ENVELOPES	20.00
<b>INVOICES TOTAL:</b>		<b>20.00</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	114.50
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	134.30
1 ELGIN BEVERAGE CO	BEER PURCHASE	189.79
1 EUCLID BEVERAGE LLC	BEER PURCHASE	445.26
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	117.44
1 GRECO AND SONS INC	FOOD PURCHASE	304.27
1 GRECO AND SONS INC	FOOD PURCHASE	20.99
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	70.22
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	43.62
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	50.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	68.52
1 LAKESHORE BEVERAGE	BEER PURCHASE	96.25
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	141.19
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	319.17
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	542.58
<b>INVOICES TOTAL:</b>		<b>2,658.10</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	FOOD PURCHASE/MEMBERSHIP DUES	45.00
<b>INVOICES TOTAL:</b>		<b>45.00</b>

**5570-GOLF BANQUET EXPENSES**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
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**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	LINEN SERVICES	46.20
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	105.42
<b>INVOICES TOTAL:</b>		<b>209.62</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	428.33
1 NICOR GAS	GAS BILL	38.44
<b>INVOICES TOTAL:</b>		<b>466.77</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	FIRST AID SUPPLIES	30.33
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	33.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	80.73
1 MLA WHOLESALE INC	FLOWERS	48.15
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	26.16
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	200.00
<b>INVOICES TOTAL:</b>		<b>418.37</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	ENVELOPES	5.55
1 WAREHOUSE DIRECT	COUPON TICKETS	13.14
1 WAREHOUSE DIRECT	PAPER/MARKERS	44.96
<b>INVOICES TOTAL:</b>		<b>63.65</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	490.77
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	126.20
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	134.30
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	220.80
1 GRECO AND SONS INC	FOOD PURCHASE	200.67
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	26.00
1 GRECO AND SONS INC	FOOD PURCHASE	322.02
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	84.50
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	42.09
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	52.50
1 LAKESHORE BEVERAGE	BEER PURCHASE	68.51
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	66.22
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	387.77
<b>INVOICES TOTAL:</b>		<b>2,222.35</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CANOPY WEIGHT BAGS	143.88
1 AMAZON CAPITAL SERVICES INC	LED STRING LIGHTS	389.90
<b>INVOICES TOTAL:</b>		<b>533.78</b>

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	66.13
<b>INVOICES TOTAL:</b>		<b>66.13</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	170.00
1 CIGAR WERKS INC	CIGAR PURCHASE	102.44
1 ELGIN BEVERAGE CO	BEER PURCHASE	122.30
1 ELGIN BEVERAGE CO	BEER PURCHASE	143.61
1 EUCLID BEVERAGE LLC	BEER PURCHASE	193.16
1 EUCLID BEVERAGE LLC	BEER PURCHASE	433.40
1 GRECO AND SONS INC	FOOD PURCHASE	347.40
1 GRECO AND SONS INC	FOOD PURCHASE	400.40
1 LAKESHORE BEVERAGE	BEER PURCHASE	143.90
1 LAKESHORE BEVERAGE	BEER PURCHASE	187.18
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	226.80
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	302.40
** 1 SAM'S CLUB	FOOD PURCHASE/MEMBERSHIP DUES	97.70
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	243.77
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	179.10
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	753.21
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	402.22
<b>INVOICES TOTAL:</b>		<b>4,448.99</b>

**6000-CENTRAL SERVICES EXPENSES**

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	88.40
1 THINKGARD	MONTHLY SERVICE AGREEMENT	2,090.90
<b>INVOICES TOTAL:</b>		<b>2,179.30</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	228.16
** 1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	2,075.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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1 UNIFIRST CORPORATION	MATS	87.19
1 UNIFIRST CORPORATION	MATS	87.19
1 UNIFIRST CORPORATION	MATS	87.19
		<b>INVOICES TOTAL:</b>
		<b>2,564.73</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	VILLAGE HALL DSL LINE	68.05
1 VERIZON WIRELESS	WIRELESS SERVICES	728.07
1 VERIZON WIRELESS	WIRELESS SERVICES	420.09
		<b>INVOICES TOTAL:</b>
		<b>1,216.21</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	457.62
		<b>INVOICES TOTAL:</b>
		<b>457.62</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	RETIREMENT GIFT	212.10
** 1 CARDMEMBER SERVICE	RETIREMENT LUNCH/MIKE KOZAR	131.00
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	30.18
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS	643.94
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	100.10
		<b>INVOICES TOTAL:</b>
		<b>1,117.32</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	12.97
1 STEINER ELECTRIC COMPANY	LIGHTING SUPPLIES	172.20
		<b>INVOICES TOTAL:</b>
		<b>185.17</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ANNUAL ONLINE LEARNING SUBSCRIPTION	199.00
		<b>INVOICES TOTAL:</b>
		<b>199.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SECURITY CAMERA PART/HARDWARE	50.93
		<b>INVOICES TOTAL:</b>
		<b>50.93</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	0.79
		<b>INVOICES TOTAL:</b>
		<b>0.79</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 9/15/2020

**900000-POOLED CASH & INVESTMENT FUND**

**100002-CASH - MONEY MARKET**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FISERV/BASTOGNE INC	FISERV ONLINE RETURN	50.00
	<b>INVOICES TOTAL:</b>	<b>50.00</b>

**GRAND TOTAL: 2,037,627.59**

GENERAL FUND	435,203.83
MOTOR FUEL TAX FUND	92,886.72
DEBT SERVICE FUND	318.00
DEVELOPER DEPOSITS FUND	5,750.00
WATER FUND	1,175,447.70
SEWER FUND	290,795.75
PARKING FUND	2,365.71
GOLF FUND	26,838.81
CENTRAL SERVICES FUND	7,971.07
POOLED CASH & INVESTMENT FUND	50.00
<b>GRAND TOTAL</b>	<b>2,037,627.59</b>

VILLAGE OF BARTLETT TREASURER'S REPORT  
 CASH & INVESTMENT REPORT  
 FISCAL YEAR 2020/21 as of July 31, 2020

Fund	6/30/2020	Receipts	Disbursements	7/31/2020
General	14,986,351	2,104,301	2,168,062	14,922,590
MFT	3,072,218	132,769	443,938	2,761,049
Debt Service	1,173,504	252,127	0	1,425,631
Capital Projects	494,400	452,819	0	947,219
Municipal Building	1,056,567	1,968	0	1,058,535
Developer Deposits	2,485,301	4,927	0	2,490,228
59 & Lake TIF	0	0	0	0
BC Municipal TIF	1,025,246	53,474	62,321	1,016,399
Bluff City TIF Municipal	99,887	639	0	100,526
Water	(615,599)	1,142,353	905,234	(378,480)
Sewer	21,328,835	549,255	718,582	21,159,508
Parking	53,342	5,046	15,896	42,492
Golf	(92,046)	250,731	289,566	(130,880)
Central Services	637,545	115,888	90,967	662,467
Vehicle Replacement	3,872,533	53,225	0	3,925,759
<b>TOTALS</b>	<b>49,578,085</b>	<b>5,119,523</b>	<b>4,694,565</b>	<b>50,003,042</b>

Detail of Ending Balance				
	Cash	Investments	Assets/Liab.	Net
	7,144,331	7,138,717	639,542	14,922,590
	1,982,307	1,016,152	(237,409)	2,761,049
	664,889	757,700	3,042	1,425,631
	19,505	22,227	905,487	947,219
	363,247	413,953	281,335	1,058,535
	84,518	2,065,476	340,234	2,490,228
	379,911	432,943	(812,855)	0
	487,073	555,063	(25,736)	1,016,399
	46,903	53,450	174	100,526
	2,044,349	2,329,604	(4,752,433)	(378,480)
	1,442,530	1,643,778	18,073,201	21,159,508
	25,330	28,866	(11,704)	42,492
	0	0	(130,880)	(130,880)
	192,276	219,116	251,075	662,466
	774,500	882,612	2,268,647	3,925,759
<b>TOTALS</b>	<b>15,651,667</b>	<b>17,559,655</b>	<b>16,791,720</b>	<b>50,003,042</b>

BC Project TIF	7,010,050	889,457	532,500	7,367,006
Bluff City Project TIF	275,605	7,003	0	282,608
Bluff City SSA Debt Srv.	664,321	135	0	664,455
Police Pension	48,517,924	2,084,112	217,826	50,384,210



Todd Dowden  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2020/21 as of July 31, 2020

Fund	Revenues			Expenditures			
	Actual	Current Year Budget	Percent	Actual	Current Year Budget	Percent	Prior YTD %
General	6,852,735	24,183,270	28.34%	5,822,179	24,951,630	23.33%	22.90%
MFT	354,458	1,765,000	20.08%	1,151,027	2,620,000	43.93%	19.08%
Debt Service	1,206,534	3,192,494	37.79%	648,122	3,165,819	20.47%	20.91%
Capital Projects	905,651	500.00	100.00%	0	0	0.00%	0.00%
Municipal Building	2,439	7,000	34.84%	0	415,000	0.00%	30.54%
Developer Deposits	5,987	601,000	1.00%	0	763,958	0.00%	0.00%
Bluff City SSA	754	1,007,933	0.07%	85,738	1,107,575	7.74%	10.19%
59 & Lake TIF	0	133,000	0.00%	0	133,000	0.00%	0.00%
Bluff City Municipal TIF	17,825	31,600	56.41%	0	57,000	0.00%	0.00%
Bluff City Project TIF	275,474	1,944,000	14.17%	0	1,940,000	0.00%	0.00%
Brewster Creek Municipal TIF	445,762	790,000	56.43%	152,299	1,154,681	13.19%	11.21%
Brewster Creek Project TIF	4,010,758	7,007,000	57.24%	906,400	7,011,360	12.93%	0.00%
Water	3,044,496	12,231,000	24.89%	2,119,632	12,976,391	16.33%	21.77%
Sewer	1,556,044	10,635,000	14.63%	1,338,324	10,535,479	12.70%	8.16%
Parking	5,901	231,400	2.55%	38,386	261,768	14.66%	24.50%
Golf	637,314	2,314,158	27.54%	548,805	2,293,619	23.93%	28.25%
Central Services	346,097	1,384,763	24.99%	346,148	1,325,425	26.12%	15.95%
Vehicle Replacement	153,104	653,770	23.42%	0	466,350	0.00%	0.00%
Police Pension	5,033,184	5,370,926	93.71%	611,585	5,370,926	11.39%	10.18%
Subtotal	24,854,518	73,483,814	33.82%	13,768,645	76,549,981	17.99%	16.05%
Less Interfund Transfers	(1,297,200)	(4,297,209)	30.19%	(1,297,200)	(4,297,209)	30.19%	30.29%
Total	23,557,318	69,186,605	34.05%	12,471,445	72,252,772	17.26%	15.27%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2020/21 as of July 31, 2020

Fund	Actual	Current Year		Prior	
		Budget	Percent	YTD %	YTD %
Property Taxes	4,390,970	11,271,814	38.96%		39.18%
Sales Taxes (General Fund)	539,492	2,575,000	20.95%		22.35%
Income Taxes	1,081,448	4,325,000	25.00%		35.48%
Telecommunications Tax	141,946	550,000	25.81%		22.18%
Home Rule Sales Tax	360,002	1,990,000	18.09%		24.17%
Real Estate Transfer Tax	300,776	800,000	37.60%		36.21%
Building Permits	191,725	600,000	31.95%		29.83%
MFT	346,126	1,715,000	20.18%		23.13%
Water Charges	3,022,802	12,000,000	25.19%		22.92%
Sewer Charges	1,536,057	7,205,000	21.32%		24.22%
Interest Income	91,060	429,500	21.20%		29.58%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2020/21 as of July 31, 2020

Fund	Current Year		Percent
	Actual	Budget	
<b>Golf Program</b>			
Revenues	549,374	1,280,158	42.91%
Expenses	364,241	1,272,069	28.63%
Net Income	<u>185,133</u>	<u>8,089</u>	<u>2288.70%</u>
<b>F&amp;B - Restaurant</b>			
Revenues	33,761	158,000	21.37%
Expenses	89,232	317,126	28.14%
Net Income	<u>(55,471)</u>	<u>(159,126)</u>	<u>34.86%</u>
<b>F&amp;B - Banquet</b>			
Revenues	8,452	757,000	1.12%
Expenses	76,714	643,124	11.93%
Net Income	<u>(68,263)</u>	<u>113,876</u>	<u>-59.94%</u>
<b>F&amp;B - Midway</b>			
Revenues	45,727	119,000	38.43%
Expenses	18,617	61,300	30.37%
Net Income	<u>27,110</u>	<u>57,700</u>	<u>46.98%</u>
<b>Golf Fund Total</b>			
Revenues	637,314	2,314,158	27.54%
Expenses	548,805	2,293,619	23.93%
Net Income	<u>88,509</u>	<u>20,539</u>	<u>430.93%</u>

Sales Taxes

Month	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
May	175,701	173,657	178,983	170,734	186,214	201,320	200,041	205,572	198,797
June	195,692	193,303	201,968	200,031	224,385	219,629	227,783	232,110	
July	190,898	186,097	188,547	194,738	211,186	224,268	218,236	220,524	
August	180,797	184,425	190,872	206,213	209,930	215,328	211,089	262,349	
September	182,163	189,650	183,399	198,880	206,205	208,760	215,922	227,334	
October	165,188	170,530	188,055	212,286	212,435	219,639	196,081	214,284	
November	181,865	174,037	179,846	204,437	207,123	221,599	221,276	243,184	
December	165,852	153,005	163,529	178,413	201,075	206,836	196,714	186,495	
January	168,154	210,506	187,865	194,219	190,934	196,530	181,590	203,051	
February	147,189	151,678	141,054	149,630	167,837	180,413	170,866	193,930	
March	147,039	128,886	141,609	161,850	159,411	167,379	156,194	160,850	
April	162,595	153,553	170,308	178,006	186,494	194,753	187,952	183,798	
<b>Total</b>	<b>2,063,133</b>	<b>2,069,327</b>	<b>2,116,036</b>	<b>2,249,438</b>	<b>2,363,230</b>	<b>2,456,454</b>	<b>2,383,743.06</b>	<b>2,533,480</b>	

% increase 4.17% 0.30% 2.26% 6.30% 5.06% 3.94% -2.96% 6.28% -3.30%

Budget 1,975,000 2,010,000 2,075,000 2,115,000 2,205,000 2,400,000 2,425,000 2,460,000 2,575,000

# VENDOR WARRANT DETAIL

## BARTLETT VILLAGE TREASURER

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### PAYMENTS NOTIFICATIONS

[Return Back](#)

Warrant/EFT#: EF 0015637

Fiscal Year 2021 Issue Date 07/09/20

Warrant Total \$198,797.18 Warrant Status

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1698777	1A1698777	\$198,797.18

### IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$198,797.18	DISTRIBUTE MUNI/CNTY SALES TAX

### Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 07/08/2020
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: APR. 2020 COLL MO: MAY. 2020 VCHR MO: JUL. 2020
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

MOTOR FUEL TAX

Month	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
May	89,115	104,788	106,665	89,988	93,139	91,478	86,848	83,590	96,769
June	75,066	71,924	80,212	58,408	58,737	72,645	79,592	76,204	99,562
July	87,721	84,361	89,915	103,948	94,278	95,252	93,416	95,250	
August	87,924	99,063	61,056	100,154	89,533	89,970	90,079	137,033	
September	76,347	70,076	83,006	67,441	79,032	79,527	75,247	148,846	
October	83,510	90,026	89,337	87,626	91,489	91,053	98,725	136,575	
November	89,027	77,655	90,552	101,486	93,216	92,796	92,950	153,788	
December	85,014	103,117	103,771	93,002	97,757	91,055	89,502	180,890	
January	82,788	90,866	97,525	89,828	92,928	93,233	89,403	128,180	
February	70,348	83,687	74,031	90,531	88,602	80,765	81,313	126,802	
March	83,251	65,802	37,978	77,861	75,544	80,062	77,761	131,268	
April	70,866	75,969	95,841	93,782	90,224	94,336	91,212	122,218	
Subtotal	980,978	1,017,334	1,009,889	1,054,055	1,044,479	1,052,174	1,046,048	1,520,643	196,332
Plus:									
High Growth	29,031	37,678	37,682	37,743	37,801	37,266	36,909	9,192	
Jobs Now	179,796	179,796	359,592						
Total	1,189,805	1,234,808	1,407,163	1,091,798	1,082,280	1,089,440	1,082,957	1,529,835	196,332
Budget	1,250,000	1,175,000	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000
Annual Inc in \$									
w/o High Growth	-6.80%	3.71%	-0.73%	4.37%	-0.91%	0.74%	0.59%	45.37%	30.65%



Bartlett

Municipality Report  
 July 10, 2020

**MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR JUNE, 2020**

Beginning Unobligated Balance		<b>\$5,878,535.49</b>
Motor Fuel Tax Fund Allotment	\$56,929.32	
MFT Transportation Renewal Fund Allotment	\$42,632.77	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment	<u>\$99,562.09</u>	
Plus Credits Processed		\$27,577.00
Minus Authorizations Processed		<u>\$0.00</u>
Current Unobligated Balance		<b>\$6,005,674.58</b>

**PROCESSED TRANSACTIONS:**

**CREDITS:**

<b>Date</b>	<b>Section</b>	<b>Category</b>	<b>Memo</b>	<b>Amount</b>
6/29/2020		Supplemental Allotment	FY2020 High Growth Cities Second Allotment	\$27,577.00
			<b>TOTAL</b>	<b><u>\$27,577.00</u></b>

**POLICE DEPARTMENT MEMORANDUM  
20-48**

**DATE:** July 29, 2020  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Patrick B. Ullrich, Chief of Police   
**RE:** National Night Out Proclamation Request

As the Village proceeds with a virtual celebration to come together for National Night Out on October 6<sup>th</sup> with a "Light Up The Night" community event, I would like to recommend the Village of Bartlett consider making a proclamation honoring this year's National Night Out event.

I have attached a proclamation for your review.

With your approval, I recommend this proclamation be added to the President's Report on September 15, 2020.

PBU/hma



*Proclamation  
National Night Out 2020  
Tuesday, October 6, 2020*

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on Tuesday, October 6, 2020 entitled “National Night Out”; and

WHEREAS, the “37th Annual National Night Out” provides an exceptional opportunity for Bartlett, Illinois to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the Village of Bartlett plays a vital role in assisting the Bartlett Police Department through joint crime, drug and violence prevention efforts in Bartlett, Illinois and is supporting “National Night Out 2020” locally; and

WHEREAS, it is essential all citizens of the Village of Bartlett be aware of the importance of crime prevention programs and understand the impact their participation can have on reducing crime, drugs and violence in Bartlett, Illinois; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are essential themes of the “National Night Out” program;

NOW, THEREFORE, I, VILLAGE PRESIDENT KEVIN WALLACE, do hereby call upon all citizens of Bartlett, Illinois to join the VILLAGE OF BARTLETT and the National Association of Town Watch in supporting the “37th Annual National Night Out” on Tuesday, October 6, 2020.

FURTHER, LET IT BE RESOLVED THAT I, VILLAGE PRESIDENT KEVIN WALLACE, do hereby proclaim Tuesday, October 6, 2020 as “NATIONAL NIGHT OUT” in Bartlett, Illinois.

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Village Clerk

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Village President





# Agenda Item Executive Summary

Item Name      BCBP Lot 12B (Tomart) - Site Plan Review/Special Use Permit/Amendment to Ordinance #2000-54      Committee or Board      Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The Petitioner is requesting a **Site Plan Review** for a proposed 25,000 square foot warehouse building with a 4,000 sq. ft. office area on 5.8 acres on the east side of Humbracht Circle.

The proposed building would be painted gray with red accents and constructed with pre-cast concrete wall panels. The maximum building height is 34'-6".

Two curb cuts are proposed along Humbracht Circle. Trucks will enter the site from the southern curb cut and exit the site from the northern curb cut after utilizing the on-site scale. Passenger vehicles will utilize only the northern curb cut.

The Petitioner is also requesting a **Special Use Permit** to allow the outdoor storage of trailers on the site. The Site Plan identifies 51 trailer parking stalls on the southern portion of the site.

The Petitioner is requesting to **amend Ordinance #2000-54** *An Ordinance Approving the Preliminary/Final Plat of Subdivision for Brewster Creek Business Park Unit 2* to eliminate the requirement of installing an 11-foot tall berm within the 50-foot wide Landscape Buffer Easement. Grading plans for this portion of Brewster Creek Business Park Unit 2 had not been reviewed when the condition was added to install the berm. The Petitioner has submitted a cross section exhibit which depicts the existing grade change from this site to the Litchfield Woods Subdivision to the east. The proposed site would be approximately 28 feet lower than the residential subdivision. A berm within the easement would not be visible to the homes to the east and would serve no purpose. Staff concurs with this proposed amendment.

The **Plan Commission** reviewed the Petitioner's requests for Site Plan Review and a Special Use Permit and conducted the requisite public hearing at their meeting on August 13, 2020. The Plan Commission recommended **approval** subject to the Findings of Fact and conditions recommended by Staff.

The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on September 1, 2020. **The Committee forwarded the petition on to the Village Board for a final vote.**

## ATTACHMENTS (PLEASE LIST)

PDS Memo, Ordinance with Exhibits

## ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Ordinance #2020-\_\_ An Ordinance Amending Ordinance 2000-54 and Approving a Site Plan and Granting a Special Use Permit for Lot 12B in the Brewster Creek Business Park
- Motion

Staff:      Roberta Grill, Planning & Development Services  
            Director

Date:      9/3/2020

**PLANNING & DEVELOPMENT SERVICES MEMORANDUM**  
**20-125**

DATE: September 3, 2020  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta Grill, Planning and Development Services Director *RBG*  
RE: **(#20-06) Brewster Creek Business Park Lot 12B (Tomart LLC)**

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**PETITIONER**

Triumph Construction Services

**SUBJECT SITE**

Lot 12B in the Brewster Creek Business Park

**REQUESTS**

**Site Plan Review**

**Special Use Permit** – Outdoor truck trailer parking/storage

**Amendment to Ordinance #2000-54** – to eliminate the requirement of installing an 11-foot tall berm

**SURROUNDING LAND USES**

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
<b>Subject Site</b>	<b>Vacant</b>	<b>Mixed Use Business Park</b>	<b>I-2 EDA</b>
North	Vacant	Mixed Use Business Park	I-2 EDA
South	Vacant	Mixed Use Business Park	I-2 EDA
East	Utility (ComEd)	Utility	I-2 EDA
West	Vacant	Mixed Use Business Park	I-2 EDA

**DISCUSSION**

1. The Petitioner is requesting a **Site Plan Review** for a proposed 25,000 square foot warehouse building with a 4,000 sq. ft. office area on 5.8 acres on the east side of Humbracht Circle.
2. The proposed building would be painted gray with red accents and constructed with pre-cast concrete wall panels. The maximum building height is 34'-6".
3. The Site Plan depicts passenger vehicle parking along the north and west sides of the building. Two (2) drive-in doors and nine (9) exterior loading docks are shown on the south side of the building.

4. Two curb cuts are proposed along Humbracht Circle. Trucks will enter the site from the southern curb cut and exit the site from the northern curb cut after utilizing the on-site scale. Passenger vehicles will utilize only the northern curb cut.
5. The Site Plan identifies a total of 44 parking spaces, including two (2) handicapped accessible spaces which exceeds the Zoning Ordinance requirement of 36 parking spaces.
6. The Petitioner is also requesting a **Special Use Permit** to allow the outdoor storage of trailers on the site. The Site Plan identifies 51 trailer parking stalls on the southern portion of the site.
7. The Petitioner is also requesting to **amend Ordinance #2000-54** *An Ordinance Approving the Preliminary/Final Plat of Subdivision for Brewster Creek Business Park Unit 2* to eliminate the requirement of installing an 11-foot tall berm within the 50-foot wide Landscape Buffer Easement. Grading plans for this portion of Brewster Creek Business Park Unit 2 had not been reviewed when the condition was added to install the berm. The Petitioner has submitted a cross section exhibit which depicts the existing grade change from this site to the Litchfield Woods Subdivision to the east. The proposed site would be approximately 28 feet lower than the residential subdivision. A berm within the easement would not be visible to the homes to the east and would serve no purpose. Staff concurs with this proposed amendment.
8. The Landscape, Photometric and Engineering Plans are currently under Staff Review.

### **RECOMMENDATION**

1. The Staff recommends approval of the Petitioner's requests subject to the following conditions and Findings of Fact:
  - A. Staff approval of the Landscape and Photometric Plans;
  - B. Village Engineer approval of the Engineering Plans;
  - C. Signage shall be reviewed and approved separately by the Planning and Development Services Department in accordance with the Sign Ordinance;
  - D. Building permits shall be required for all construction activities;
  - E. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services Development for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;
  - F. Landscaping must be installed within one year of the issuance of a building permit;
  - G. Findings of Fact (Site Plan):

- i. That the proposed logistics building is a permitted use in the I-2 EDA Zoning District;
    - ii. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
    - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
    - iv. That the site plan provides for the safe movement of pedestrians within the site;
    - v. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
    - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
  - I. Findings of Fact (Special Use Permit):
    - i. The proposed Special Use is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
    - ii. That the proposed Special 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 stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
2. The Plan Commission reviewed the Petitioner's requests for a Site Plan Review and a Special Use Permit and conducted the requisite public hearing on August 13, 2020. **The Plan Commission recommended approval** of the Site Plan and the Special Use Permit subject to the conditions and Findings of Fact recommended above by the Staff.
3. The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on **September 1, 2020**. **The Committee forwarded the petition on to the Village Board for a final vote.**
4. The Ordinance with Exhibits is attached for your reference.

ORDINANCE 2020 - \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE 2000-54 AND APPROVING A SITE PLAN AND GRANTING A SPECIAL USE PERMIT FOR LOT 12B IN THE BREWSTER CREEK BUSINESS PARK**

---

**WHEREAS**, Elmhurst Chicago Stone Company (the “Owner”) is the owner of approximately 5.8 acres of land zoned I-2 EDA General Industrial Economic Development Area, located on Lot 12B of the Brewster Creek Business Park Unit 2 in the Village of Bartlett and legally described on Exhibit A, which property is referred to herein as the “Subject Property”; and

**WHEREAS**, the Village adopted Ordinance #2000-54 An Ordinance Approving the Preliminary/Final Plat of Subdivision for Brewster Creek Business Park Unit 2 (“Ordinance #2000-54”), which includes the Subject Property; and

**WHEREAS**, the Preliminary/Final Subdivision approval by Ordinance #2000-54, was subject to certain conditions, including but not limited to, all three berm areas along the east property line and the Commonwealth Edison right of way shall be a minimum of eleven (11) feet in height; and

**WHEREAS**, the Triumph Construction Services (the “Developer”), on behalf of Tomart LLC (the “Contract Purchaser”), has filed a petition (the “Petition”) to (1) amend Ordinance #2000-54 to eliminate the required eleven (11) foot berm (the “Amendment”) on the Subject Property only, (2) review and approve of a site plan (“Site Plan Approval”),

and (3) grant a special use permit to allow outdoor truck trailer parking and storage (the "Special Use Permit") on the Subject Property; and

**WHEREAS**, the Owner of the Subject Property has consented to the Petition of the Developer; and

**WHEREAS**, the Bartlett Plan Commission reviewed the Petition with respect to the Site Plan (hereinafter defined) and conducted the required public hearing with respect to the Special Use Permit on the Subject Property at its meeting on August 13, 2020 (Case #20-06) and has recommended to the corporate authorities that the said Site Plan be approved, and the Special Use Permit to allow outdoor truck trailer parking and storage be granted, based upon the findings of fact, and subject to the conditions set forth in its report; and

**WHEREAS**, the Corporate Authorities (hereinafter defined) have determined that it is in the public interest to amend Ordinance #2000-54 to eliminate the eleven (11) foot berm requirement on the Subject Property only, approve the Site Plan (hereinafter defined) and grant the Special Use Permit recommended by the Plan Commission based upon the findings of fact set forth in Sections Two and Four of this Ordinance and subject to the conditions set forth in Section Six of this Ordinance; and

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

**SECTION ONE:** That the Developer's petition to amend Ordinance 2000-54, "An Ordinance Approving the Preliminary/Final Plat of Subdivision for Brewster Creek Business Park Unit 2" is hereby granted to eliminate the required eleven (11) foot berm on the Subject Property only, subject to the conditions set forth in Section Six of this Ordinance;

**SECTION TWO:** That based in part on the conditions set forth in Section Six of this Ordinance, the Corporate Authorities do hereby make the following findings of fact pertaining to the Site Plan (hereinafter defined):

- A. That the proposed warehouse is a permitted use in the I-2 EDA Zoning District;
- B. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
- C. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
- D. That the Site Plan provides for the safe movement of pedestrians within the site;
- E. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the Site Plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
- F. That all outdoor storage areas are proposed to be screened and will be in accordance with standards specified by the Bartlett Zoning Ordinance.

**SECTION THREE:** That the site plan prepared by arete design studio ltd., dated August 23, 2019 and last revised April 30, 2020 attached hereto as **Exhibit B**; the Building Elevations prepared by arete design studio ltd., dated August 23, 2019 and last revised April 30, 2020 attached hereto as **Exhibit C**; the Landscape Plan prepared by Upland Design Ltd., dated March 23, 2020 and last revised May 7, 2020 attached hereto as **Exhibit D**; each of which are expressly incorporated herein and made a part of this Ordinance, are collectively referred to herein and are hereby defined as the “Site Plan”, are hereby approved, based upon the findings set forth in Sections Two and Four of this Ordinance, but subject to the conditions set forth in Section Six of this Ordinance.

**SECTION FOUR:** The Corporate Authorities do hereby make the following findings of fact pertaining to the Special Use Permit on the Subject Property based in part on the conditions set forth in Section Six of this Ordinance:

- A. The proposed Special Use Permit is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
- B. That the proposed Special Use Permit 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;
- C. That the Special Use Permit shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

**SECTION FIVE:** That the Special Use Permit to allow outdoor truck trailer parking and storage is hereby granted, based upon the findings of fact set forth in Section Four, and subject to the conditions set forth in Section Six of this Ordinance.

**SECTION SIX:** The Site Plan approved in Section Three and the Special Use Permit granted in Section Five of this Ordinance, are hereby made contingent upon the satisfaction of the following conditions:

- A. Staff approval of the Landscape and Photometric Plans;
- B. Village Engineer approval of the Engineering Plans;
- C. Signage shall be reviewed and approved separately by the Planning and Development Services Department in accordance with the Sign Ordinance;
- D. Building permits shall be required for all construction activities;
- E. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services Development for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;
- F. Landscaping must be installed within one year of the issuance of a building permit;

**SECTION SEVEN:** The violation of any of the above conditions shall be cause for the revocation of the approval of the Site Plan and the revocation of the Special Use Permit granted by this Ordinance.

**SECTION EIGHT: 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 provision of this Ordinance.

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** September 15, 2020

**APPROVED:** September 15, 2020

**ATTEST:**

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

\_\_\_\_\_  
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 2020-\_\_\_\_\_, enacted on September 15, 2020 and approved on September 15, 2020, as the same appears from the official records of the Village of Bartlett.

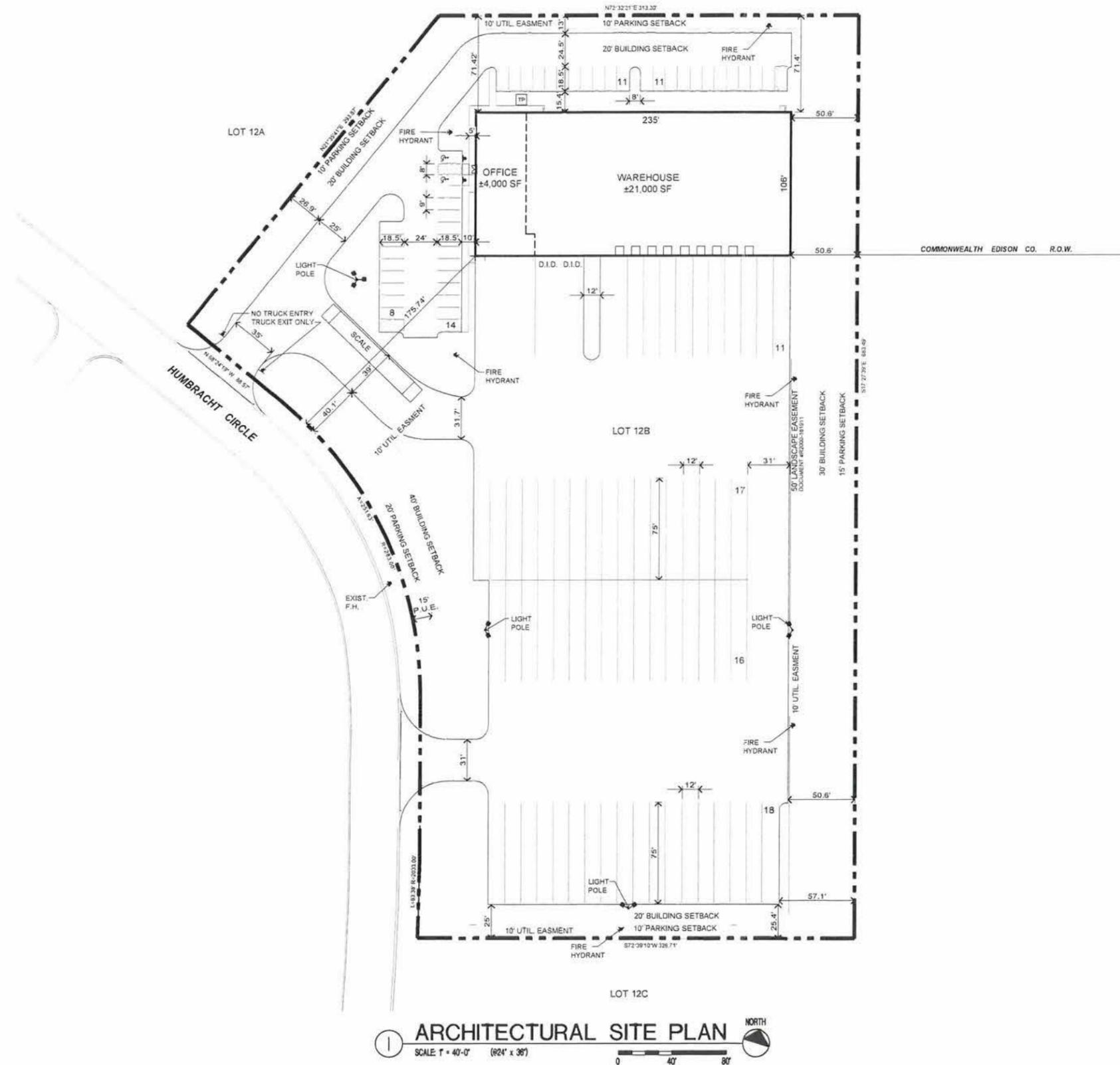
\_\_\_\_\_  
Lorna Giles, Village Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION**

THAT PART OF LOT 12 IN THE FINAL PLAT OF SUBDIVISION OF BREWSTER CREEK BUSINESS PARK UNIT 2, BEING A SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 2000 AS DOCUMENT R2000-181911, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID LOT 12; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 12, BEING A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2033.00 FEET, A CHORD BEARING OF NORTH 10 DEGREES 59 MINUTES 11 SECONDS WEST, 292.70 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID WESTERLY LINE OF LOT 12; (1) THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2033.00 FEET, A CHORD BEARING OF NORTH 16 DEGREES 17 MINUTES 10 SECONDS WEST, 83.38 TO A POINT OF TANGENCY; (2) THENCE NORTH 17 DEGREES 27 MINUTES 39 SECONDS WEST 95.72 FEET TO A POINT OF CURVATURE; (3) THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 283.00, A CHORD BEARING OF NORTH 42 DEGREES 55 MINUTES 59 SECONDS WEST, 251.63 FEET TO A POINT OF TANGENCY; (4) THENCE NORTH 68 DEGREES 24 MINUTES 19 SECONDS WEST 88.57 FEET; THENCE NORTH 21 DEGREES 35 MINUTES 41 SECONDS EAST 293.87 FEET; THENCE NORTH 72 DEGREES 32 MINUTES 21 SECONDS EAST 313.30 FEET TO THE EASTERLY LINE OF SAID LOT 12; THENCE SOUTH 17 DEGREES 27 MINUTES 39 SECONDS EAST ALONG SAID EASTERLY LINE 683.49 FEET; THENCE SOUTH 72 DEGREES 39 MINUTES 10 SECONDS WEST 326.71 FEET TO THE POINT OF BEGINNING.

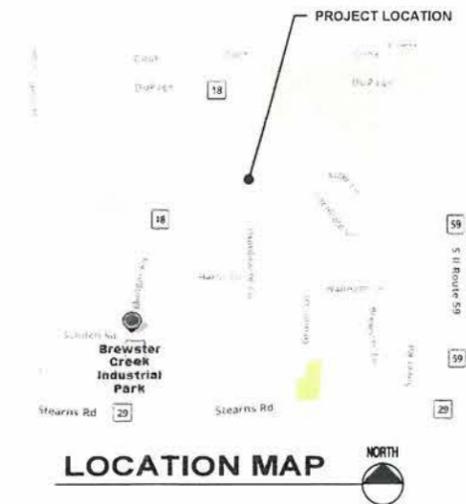
# EXHIBIT B

arete design studio,  
 architecture • planning • design  
 12542 West 125th Street, Mokena, Illinois 60448  
 815.485.7333



**ARCHITECTURAL SITE PLAN**  
 SCALE: 1" = 40'-0" (8 1/2" x 36")

SITE DATA	
<b>SITE AREA</b>	255,287 SF (5.8606 AC.)
<b>BUILDING AREA</b>	21,000 SF WAREHOUSE 4,000 SF OFFICE 25,000 SF TOTAL
<b>LANDSCAPE</b>	15% OPEN SPACE REQUIRED 34% OPEN SPACE PROVIDED
<b>PARKING REQUIREMENTS</b>	1/ 1000 FOR WAREHOUSE 21,000 SF = 21 STALLS 1/ 275 FOR OFFICE 4,000 SF = 15 STALLS TOTAL = 36 STALLS REQUIRED
<b>PARKING PROVIDED</b>	2 ACCESSIBLE STALLS 42 STANDARD STALLS 44 TOTAL
<b>TRAILER PARKING PROVIDED</b>	51 TRAILER STALLS
REFUSE IS KEPT INSIDE THE BUILDING UNTIL PICKUP, NO ENCLOSURE REQUIRED.	
SEE PHOTOMETRIC PLAN FOR LIGHTS LOCATED ON BUILDING.	



**LOCATION MAP**

## SITE PLAN

FOR:  
 TOMART, L.L.C.  
 PROPOSED  
 FACILITY - 25,000 S.F.  
 LOT 12B  
 BREWSTER CREEK  
 BARTLETT, IL.  
 60613

DESIGN - BUILDER:  
**TRIUMPH**  
 CONSTRUCTION SERVICES  
 (847) 608-7382  
 425 NORTH WARTINGALE ROAD  
 SCHAMBERG, IL 60193

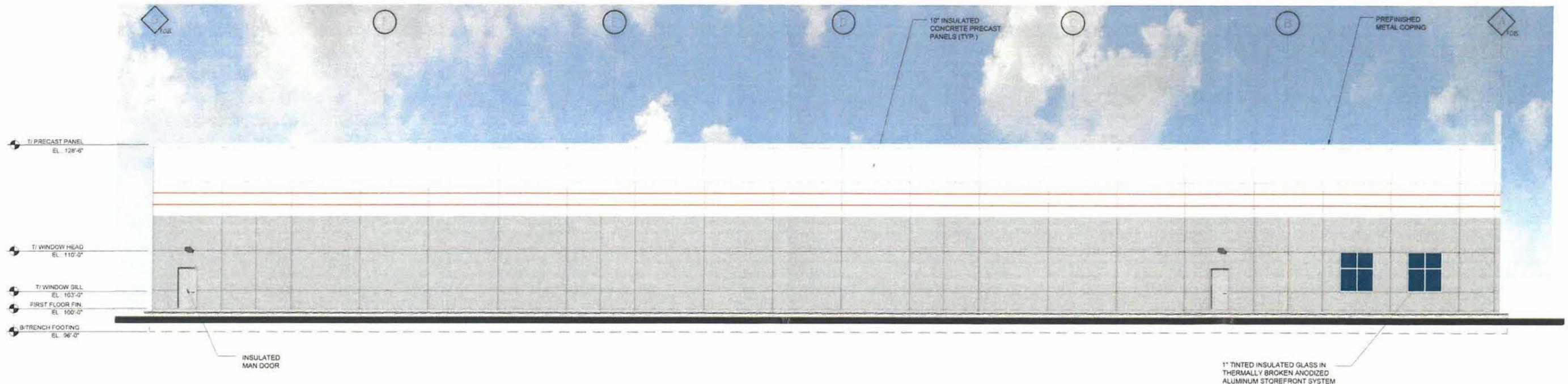
## SP-1

PROJECT #: 19051  
 DATE: 08/23/19  
 REVISION DATE: 04/30/20  
 SCALE: AS NOTED

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 arete design studio, ltd  
 ALL RIGHTS RESERVED



2 WEST ELEVATION  
SCALE 1/8" = 1'-0"



1 NORTH ELEVATION  
SCALE 1/8" = 1'-0"

EL-1r

PROJECT #: 19051  
DATE: 08/23/2019  
REVISIONS: 04/30/2020  
SCALE: AS NOTED

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DESIGN BUILDER:



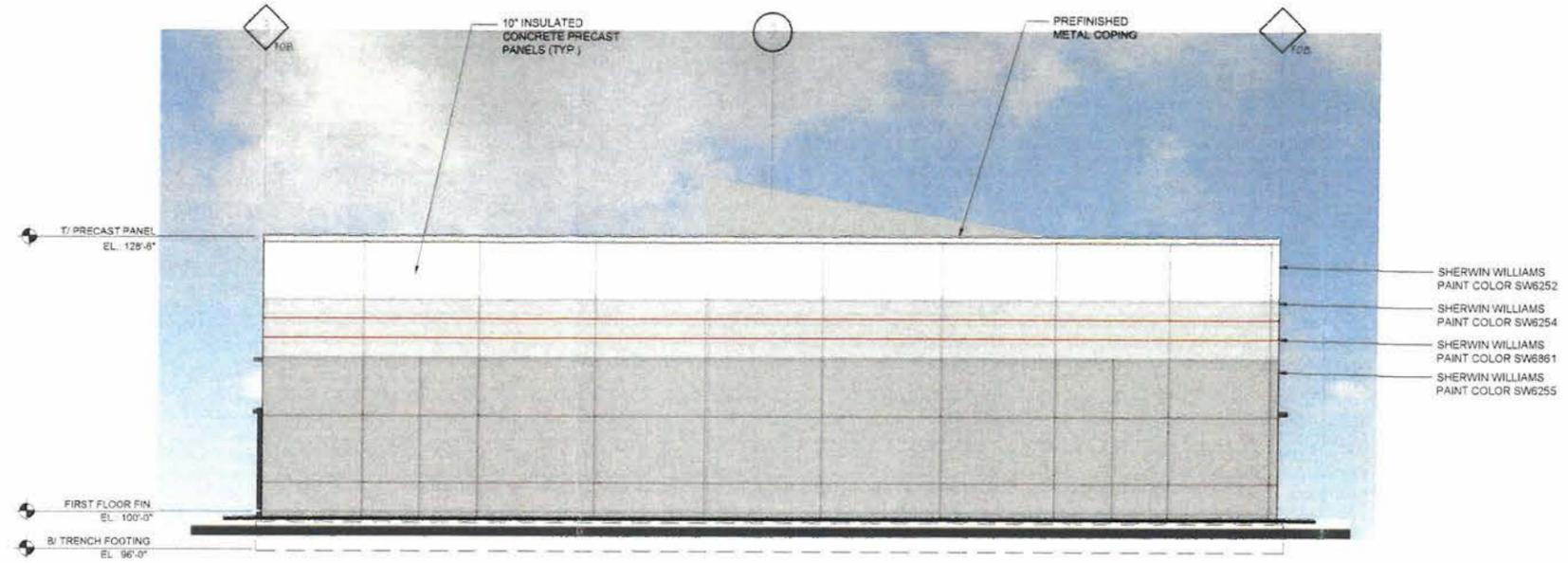
FOR:

TOMART L.L.C.

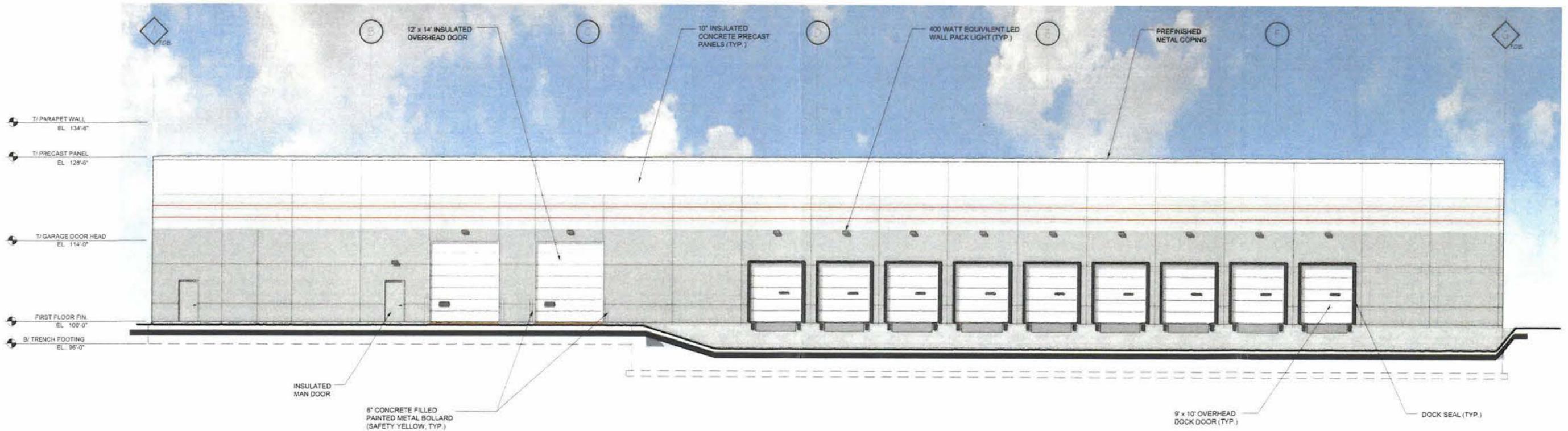
PROPOSED FACILITY - 25,000 S.F.  
LOT12B BREWSTER CREEK  
BARTLETT, IL

ARCHITECT/PLANNER:





2 EAST ELEVATION  
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"

EL-2r

PROJECT #: 19051  
DATE: 08/23/2019  
REVISIONS: 04/30/2020  
SCALE: AS NOTED

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DESIGN BUILDER:



FOR:

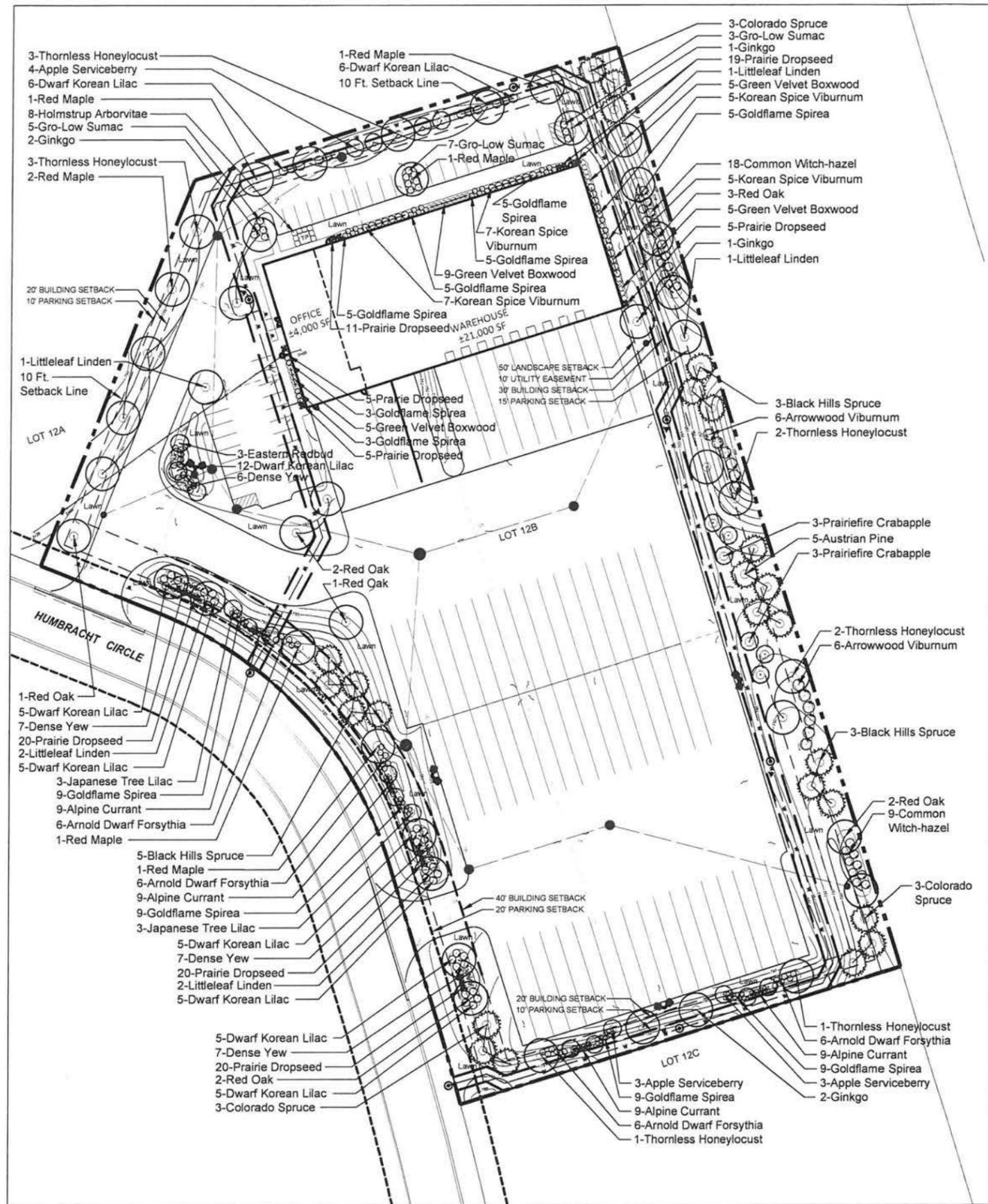
TOMART L.L.C.

PROPOSED FACILITY - 25,000 S.F.  
LOT12B BREWSTER CREEK  
BARTLETT, IL

ARCHITECT/PLANNER:

areta design studio,  
architecture • planning • design

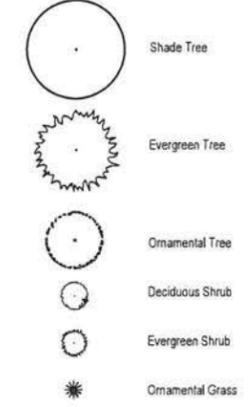
12542 West 183rd Street, Mokena, Illinois 60448  
815.462.7332  
areta-td.com



GENERAL NOTES: LANDSCAPE

- Notes indicated on grading plans shall pertain to landscape plans. Final grade of planting beds shall be as per grading plan.
- The landscape contractor shall be responsible for making themselves familiar with all underground utilities and structures.
- All existing plant material and trees shall be saved and protected unless otherwise noted. Contractor to protect new and existing trees and landscaping from damage and shall restore all areas disturbed as a result of construction.
- Plant material shall be supplied from Northern Illinois nursery stock, shall be dug the planting season it is installed, and shall conform to the American Association of Nurseryman's standards.
- Plant material shall be size and type specified. Substitution of plant material shall be on a case by case basis and approved in writing by the Owner's Representative. In no case shall plant material be smaller than indicated in the plans.
- Do not willfully proceed with plantings as designed when it is obvious that obstructions and/or grade differences exist that may not have been known during the design process. Such conditions shall be immediately brought to the attention of the Owner's Representative.
- All plant material shall be inspected and approved by the Owner's Representative prior to the installation of any and all plant material.
- Plant locations shall be flagged in field with Owner's Rep. Final location of all plant material shall be subject to approval of the Owner's Representative prior to digging any holes. The landscape contractor is responsible for providing Owner's Representative with 48 hour minimum advance notice prior to planting.
- Plants shall be watered on the day they are planted and maintained with watering until final acceptance of the project.
- Apply a pre-emergent as per manufacturer's specification prior to installing mulch.
- Beds and tree rings (6" diameter) shall have 3" of hardwood shredded mulch applied and a 4" deep spade edge at lawn. Trees that are not located in beds, shall have a tree ring.
- Landscape plant material shall be guaranteed for 12 months from final acceptance. Any plant 1/3 dead or more shall be replaced under the guarantee.
- Contractor to prepare landscape beds by roto-tilling 2" of Mushroom Compost into new beds. Do not add compost nor roto-till within drip line of existing trees.
- Lawn Seeding shall be under favorable weather conditions, and shall follow dates in specification. All irrigation shall be installed and functioning prior to seeding.
- Turf mixes shall be installed and lawn established at all disturbed areas.
- Do not overseed into mulch beds, and paving.
- Contractor shall restore all areas disturbed as a result of construction.
- Tree branching shall start no less than 5 feet (6') above the pavement measured from pavement level.
- To insure visibility, shrubs and ornamental grasses shall not exceed a mature height of thirty inches (30") above pavement on landscape islands at the end of parking rows.

LEGEND



Requirement Chart

Bartlett, IL: Landscape Requirement Chart						
Zone Classification		Lineal Feet	Requirement	Required Qty	Proposed Qty	
				Tree	Shade Tree	Ornamental Trees
<b>10-11A-4-D-1 Interior Parkway Requirements</b>						
Zone Classification	Lineal Feet	Requirement		Tree	Shade Tree	Ornamental Trees
I-2 General Industry Economic Development Area District	510.68 LF	1 tree every 30 LF. Shrubs to be planted leaving maximum of 25% of the frontage unscreened.		17	10	6
						8
						99
<b>10-11A-4-D-2 Perimeter Landscaping Requirements</b>						
Location	Lineal Feet	Requirement		Tree	Shade Tree	Ornamental Trees
North-West Property Line	269.10 LF	Screening Type - 2.		5	5	0
North Property Line	293.54 LF	Shrubs to be provided at least		5	5	4
East Property Line	502.75	50% of the length of the Parking		9	12	6
South Property Line	291.31 LF	Area. Trees to be placed at every		5	4	6
						0
						48
<b>10-11A-4-D-3 Foundation Landscaping</b>						
Location	Requirement			Shade Tree	Ornamental Trees	Evergreen Trees
Building	Minimum 4' wide landscape area.			0	0	0
						77
<b>10-11A-4-D-4 Parking Lot Landscaping</b>						
Location	Requirement			Shade Tree	Ornamental Trees	Evergreen Trees
Parking Lot	Minimum 7' wide planting island at the end of			7	3	0
						41
<b>PROPOSED TOTAL</b>				<b>43</b>	<b>25</b>	<b>25</b>
				<b>318</b>		

Plant List

Shade Trees - Balled and Burlap			
QTY	SIZE	BOTANICAL NAME	COMMON NAME
7	2" cal.	<i>Acer rubrum</i>	Red Maple
6	2" cal.	<i>Ginkgo biloba</i> 'Princeton Sentry'	Ginkgo
12	2" cal.	<i>Gleditsia triacanthos inermis</i> 'Suncole'	Thornless Honeylocust
7	2" cal.	<i>Tilia cordata</i>	Littleleaf Linden
11	2" cal.	<i>Quercus rubra</i>	Red Oak
43	Total		
Evergreen Trees - Balled and Burlap			
QTY	SIZE	BOTANICAL NAME	COMMON NAME
11	6" Ht.	<i>Picea glauca</i> var. <i>densata</i>	Black Hills Spruce
9	6" Ht.	<i>Picea pungens</i>	Colorado Spruce
5	6" Ht.	<i>Pinus nigra</i>	Austrian Pine
25	Total		
Ornamental Trees - Balled and Burlap			
QTY	SIZE	BOTANICAL NAME	COMMON NAME
10	6" Ht. Multi Stem	<i>Amelanchier x grandiflora</i>	Apple Serviceberry
3	6" Ht. Multi Stem	<i>Cercis canadensis</i>	Eastern Redbud
6	6" Ht. Multi Stem	<i>Malus 'Prainefire'</i>	Prairiefire Crabapple
6	6" Ht. Single Stem	<i>Syringa reticulata</i>	Japanese Tree Lilac
25	Total		
Evergreen Shrubs - Balled and Burlap or Pot			
QTY	SIZE	BOTANICAL NAME	COMMON NAME
24	30" Ht. x 30" Spr.	<i>Buxus x 'Green Velvet'</i>	Green Velvet Boxwood
27	24" Ht. x 24" Spr.	<i>Taxus x media</i> 'Densiformis'	Dense Yew
8	36" Ht. x 24" Spr.	<i>Thuja occidentalis</i> 'Holmstrup'	Holmstrup Arborvitae
59	Total		
Deciduous Shrubs - Balled and Burlap or Pot			
QTY	SIZE	BOTANICAL NAME	COMMON NAME
54	30" Ht. x 30" Spr.	<i>Syringa meyeri</i> 'Palibin'	Dwarf Korean Lilac
24	24" Ht. x 24" Spr.	<i>Forsythia x intermedia</i> 'Am. Dwf.'	Arnold Dwarf Forsythia
15	18" Ht. x 24" Spr.	<i>Rhus aromatica</i> 'Go-Low'	Gro-Low Sumac
27	30" Ht. x 30" Spr.	<i>Hamamelis virginiana</i>	Common Witch-hazel
36	30" Ht. x 30" Spr.	<i>Ribes alpinum</i> 'Green Mound'	Alpine Currant
67	18" Ht. x 24" Spr.	<i>Spiraea x bumalda</i> 'Goldflame'	Goldflame Spirea
24	30" Ht. x 30" Spr.	<i>Viburnum carlesii</i> 'Spice Baby'	Korean Spice Viburnum
12	30" Ht. x 30" Spr.	<i>Viburnum dentatum</i>	Arrowwood Viburnum
259	Total		
Ornamental Grasses			
QTY	SIZE	BOTANICAL NAME	COMMON NAME
105	1 Gallon Pot	<i>Sporobolus heterolepis</i>	Prairie Dropseed
105	Total		

PROJECT  
**Tomart Lot 12**  
**Landscape**  
 Brewster Creek Blvd, Bartlett, Illinois  
 604103

uplandDesign Ltd  
 Park Planning and Landscape Architecture  
 24042 Lockport St, Plainfield, Illinois 60544  
 1250 W. 18th St., Chicago, Illinois 60544  
 815-254-0091 www.uplanddesign.com

SHEET TITLE  
**Landscape**  
**Plan**

SHEET NUMBER **L1.0**

DRAW / REVISION

NO.	DATE	BY	REVISION
MBJ/TM			Preliminary Permit Submittal 23MAR2020
MBJ/TM			Permit Re-submittal 07MAY2020



# Agenda Item Executive Summary

Item Name Southwind Business Park Subdivision Committee or Board Board

## BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

The Petitioner is requesting a **Preliminary/Final Plat of Subdivision** for the 20.54 acre Southwind Business Park to create five (5) lots ranging in size from 3.14 acres to 6.65 acres at the southeast corner of Rt. 25 and W. Bartlett Road.

The Bluff City Office Building is located on the proposed Lot 1, and the Parkland Preparatory Academy is currently under construction on proposed Lot 2. True North has submitted a Site Plan for Lot 4 and is going through the Village Board approval process concurrently with this subdivision.

As part of this subdivision, the developer shall be required to install a bike path and small berm along the south side of West Bartlett Road in accordance with the West Bartlett Road Corridor Plan.

The Plan Commission reviewed the Petitioner's Plat of Subdivision at their meeting on August 13, 2020 and recommended approval subject to the conditions outlined in the Staff Report **and the additional condition G. recommended by the Staff.**

**G. Developer shall coordinate with the Villages of Bartlett and South Elgin and IDOT to construct the bike path connection/crossing at West Bartlett and Route 25.**

*Staff was directed to send this item directly to the Village Board.*

## ATTACHMENTS (PLEASE LIST)

PDS Memo, Ordinance with Exhibits, August 13, 2020 Plan Commission Meeting Minutes

## ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to approve *Ordinance #2020- \_\_\_\_\_ An Ordinance Approving of a Preliminary/Final Plat of Subdivision for Southwind Business Park*
- Motion

Staff: Roberta Grill, Planning & Development Services Director Date: 9/4/2020

**PLANNING & DEVELOPMENT SERVICES MEMORANDUM**

**20-119**

DATE: September 4, 2020  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta Grill, Planning & Development Services Director   
RE: **(#18-21) Southwind Business Park Subdivision**

---

**PETITIONER**

Dean Kelley on behalf of Bluff City LLC & 2250-60 Southwind LLC

**SUBJECT SITE**

Southeast corner of IL Route 25 and West Bartlett Road

**REQUESTS**

Preliminary/Final Plat of Subdivision

*Staff was directed to send this item directly to the Village Board for a vote.*

**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>Vacant/Office</b>	<b>Commercial/Mixed Use Business Park</b>	<b>PD</b>
North	Vacant	Commercial	PD
South	Recreation	Open Space/Recreation	P-1
East	Single-Family	Suburban Residential	SR-4 PUD
West	Vacant	South Elgin	R3*

\*South Elgin- Multiple Dwelling Unit District

**ZONING HISTORY**

The subject property was annexed to the Village and was zoned to the PD (Planned Development District) in 1988 by Ordinance #1988-58. A Conceptual Land Use Plan was also approved in 1988 by Ordinance #1988-59 (*An Ordinance Rezoning Property and Granting a Special Use for its Development as a Planned Unit Development According to Conceptual Land Use Plan*).

In 1993, the First Amendment to the Annexation Agreement was approved by Ordinance #1993-16 as a result of the State of Illinois condemning 866 acres of the total 1,200 acre parcel through a series of eminent domain proceedings.

In 2001, the Second Amendment to the Annexation Agreement was approved by Ordinance #2001-65 and allowed for the development of the Bartlett Pointe Single Family Subdivision. (This amended agreement refers to the area as the Southwind Business Park Property and encompasses the property south of West Bartlett Road, east of Route 25 and north of Kohler Fields.)

In 2009, the Third Amendment to the Annexation Agreement was approved by Ordinance #2009-27 and allowed for the development of the 8.97 acres east of Southwind Blvd as multi-family uses (Bartlett Pointe West).

In 2013, the Fourth Amendment to the Annexation Agreement was approved by Ordinance #2013-27 and allowed for the construction of Road A (Benchmark Lane).

In 2015, the Fifth Amendment to the Annexation Agreement was approved by Ordinance #2015-80 and approved the single-family Bartlett Pointe West Subdivision Preliminary/Final PUD.

In 2018, the Petitioner submitted the Southwind Business Park Subdivision application and Circle K submitted a separate development application for Lot 4 of the proposed Southwind Business Park Subdivision. The subdivision was presented to the Village Board Committee on November 6, 2018 and was forwarded to the Plan Commission for their review. Prior to being scheduled on a Plan Commission agenda, the Petitioner requested that the review of the subdivision be placed on hold until Circle K moved forward with their application. Revised plans for Circle K were never submitted to the Staff for review.

### **CURRENT DISCUSSION**

1. The Petitioner is requesting a **Preliminary/Final Plat of Subdivision** for the 20.54 acre Southwind Business Park to create five (5) lots ranging in size from 3.14 acres to 6.65 acres.
2. The Bluff City Office Building, located on Lot 1, was approved by Ordinance #2000-72. The Parkland Preparatory Academy on Lot 2 was approved through the Administrative Site Plan Review process and is currently under construction. True North has submitted a Site Plan for Lot 4 and is going through the Village Board approval process concurrently with this subdivision.
3. There are two existing curb cuts along Route 25 - Southwind Boulevard (full access) and Benchmark Lane (right-in/right out); and one existing curb cut off of West Bartlett Road - Southwind Boulevard (full access); all of which will provide

primary access to each of the lots. A new curb cut (right-in/right-out) is proposed along West Bartlett Road, west of Southwind Blvd. as part of the True North development that would provide a through connection south to Benchmark Lane. This new connection would also serve a cross access easement between proposed Lots 4 and 5. Currently, there are no new access points proposed along Route 25. (Route 25 is under the jurisdiction of Illinois Department of Transportation and West Bartlett Road is under the jurisdiction of Kane County.)

4. These parcels would be served by the existing stormwater drainage and detention system currently constructed.
5. Preliminary engineering was approved at the time the Bartlett Pointe West Subdivision was approved in 2013. As part of this plan, Southwind Boulevard and Benchmark Lane were constructed and street lights and sidewalk locations were identified. Each have been installed within the subject property per the plan.
6. As part of the subdivision, the developer shall be required to install a bike path and berm along the south side of West Bartlett Road in accordance with the West Bartlett Road Corridor Plan. A 15' wide bike path easement and 10' wide landscape buffer easement are identified on this plat and will be recorded as part of this subdivision. The bike path and berm will be installed along the north property lines of proposed Lots 4 and 5.
7. As required in the Subdivision Ordinance, the Petitioner will plant parkway trees along the existing rights-of-way spaced not less than forty feet (40') nor more than sixty feet (60') apart.

### **RECOMMENDATION**

1. The Staff recommends **approval** of the Petitioner's request subject to the following conditions:
  - A. Village Engineer approval of the Final Engineering Plans including the W. Bartlett Road roadway improvements;
  - B. A Public Improvements Completion Agreement (PICA) must be submitted and approved by the Village Board;
  - C. Parkway trees shall be planted as each lot develops along both sides of Benchmark Lane and Southwind Boulevard spaced not less than forty feet (40') nor more than sixty feet (60') apart;
  - D. A sidewalk shall be installed on the north side of Benchmark Lane;
  - E. Kane County Highway Department approval of all curb cuts and roadway improvements on W. Bartlett Road;
  - F. A 10-foot wide bike path shall be installed within the 15-foot wide bike path easement and a berm shall be installed within the 10-foot wide landscape buffer easement along the north property lines of Lots 4 and 5.

2. The **Plan Commission** reviewed the Petitioner's Plat of Subdivision at their meeting on August 13, 2020 and recommended **approval subject to the conditions outlined in the Staff Report and the additional condition G. recommended by the Staff.**
  - G. Developer shall coordinate with the Villages of Bartlett and South Elgin and IDOT to construct the bike path connection/crossing at West Bartlett and Route 25.**
3. The proposed Ordinance with Exhibits and the August 13, 2020 Plan Commission Meeting Minutes are attached for your review.

x:\comdev\mem2020\119\_southwind business park subdivision\_vb.docx  
rbg/attachments

ORDINANCE 2020- \_\_\_\_\_

**AN ORDINANCE APPROVING OF A PRELIMINARY/FINAL PLAT OF SUBDIVISION  
FOR SOUTHWIND BUSINESS PARK**

---

**WHEREAS**, Bluff City LLC, 2250-60 Southwind LLC and West Bartlett LLC are the owners (the "Owners") of the Southwind Business Park consisting of 20.54 acres located at the southeast corner of Rt. 25 and West Bartlett Road in the Village of Bartlett, legally described on Exhibit A and zoned PD (Planned Development) herein referred to as the "Subject Property"; and

**WHEREAS**, on behalf of the Owners, Abbott Land and Investment Corporation (the "Developer"), petitioned the Village for approval of a Preliminary/Final Plat of Subdivision of the Southwind Business Park to create five (5) lots (the "Petition"); and

**WHEREAS**, the Bartlett Plan Commission reviewed the Petition with respect to the Preliminary/Final Plat of Subdivision at its meeting on August 13, 2020 (Case #18-21) and has recommended to the Corporate Authorities that the Preliminary/Final Plat of Subdivision be approved, subject to the conditions set forth in its report; and

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to approve the Preliminary/Final Plat of Subdivision based upon the conditions set forth in the report and recommendation from the Plan Commission and in Sections One and Two of this Ordinance;

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

**SECTION ONE:** The Preliminary/Final Plat of Subdivision of the Southwind Business Park prepared by Mackie Consultants, LLC, dated May 31, 2018 and last revised March 9, 2020, attached hereto as **Exhibit B**, and expressly made part of this Ordinance (the "Preliminary/Final Plat of Subdivision") is hereby approved, subject to the following conditions:

1. **Public Improvement Security.** Prior to commencing construction, the Developer or the Owners shall submit (i) an irrevocable standby letter of credit, in form set forth in the Bartlett Subdivision and PUD Ordinance (the "Subdivision Ordinance") except as otherwise approved by the Village Attorney and in amounts approved by the Village Engineer (the "Letter of Credit"), issued by a federally insured financial institution which meets the minimum requirements therefor under the Subdivision Ordinance, or (ii) a performance bond and a labor and material payment bond in form set forth in the Subdivision Ordinance, except as otherwise approved by the Village Attorney, issued by a surety authorized by the Illinois Department of Insurance to issue and sign sureties in Illinois, with a financial strength rating ("FSR") of at least A- from A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency (the "Performance and Payment Bonds"), or (iii) a cash bond in form set forth in the Subdivision Ordinance except as otherwise approved by the Village Attorney, to ensure that the on-site and off-site public improvements for the Subject Property will be timely completed and fully paid for by the Owner.

2. **Easements.** Prior to commencing construction, the recording of easements approved by the Village Attorney and the Village Engineer for all drainage, detention and retention facilities and public utilities with appropriate access thereto, as set forth in the Subdivision Ordinance and as may be required based upon the final engineering plans submitted by the respective Developer or the Owner(s) and approved by the Village Engineer in his reasonable discretion.

3. **Cash Donations.** The respective Owner(s) of each individual lot within the Southwind Business Park Subdivision or the Developer shall pay a fee of \$.50 per square foot of building area to the Bartlett Municipal Building Fund upon the submittal of a building permit for each lot.

4. **Road Improvements.** The Developer shall construct all improvements to West Bartlett Road, Benchmark Lane and the driveway upon the cross access easement providing access between Lots 4 and 5 in accordance with the permit(s) approved and issued by the Kane County Division of Transportation and the Village of Bartlett where applicable.

5. Prior to the issuance of a building permit for the Subject Property, the Developer and the Owners shall execute and deliver to the Village a Public Improvements Completion Agreement (the "PICA") in form set forth in the Subdivision Ordinance, except

as modified and approved by the Village Attorney, agreeing to be jointly and severally liable and obligated to construct, complete and fully pay for all of the on-site and off-site Public Improvements in strict accordance with the final engineering plans for the Subject Property as the same may be approved by the Village Engineer, and in compliance with the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance"), which PICA shall provide, among other things, that in the event any Public Improvements, including, without limitation, erosion control, site grading, all stormwater management improvements, detention basins, retention ponds (if any), storm sewers, curbs, gutters, driveway approaches, roads, sidewalks, bike paths, street lights, sanitary sewers, water mains, hydrants, manhole covers, appurtenances and other underground improvements, and required landscaping in any right of way or on public property (collectively, the "Public Improvements"), and/or any of the existing public improvements on or within 1,000 feet of the Subject Property, are damaged it shall be presumed to be as a result of the on-site or off-site construction activities of the Developer, the Owner(s), or any of them, or their respective contractors and/or any of their respective sub-contractors, and that all such damage shall be promptly repaired, or caused to be repaired, to the Village's satisfaction by the Developer and the Owner(s) without cost to the Village.

6. Protection of Public Improvements. Prior to the issuance of a building permit for the Subject Property, the Developer shall cause to have been deposited with the Village security as provided in the Subdivision Ordinance that it will not only complete and fully pay for the Public Improvements, but also that it will maintain the Public Improvements for a period of 15 to 22 months after acceptance of the Public Improvements by the Corporate Authorities. The duration of the maintenance period (between 15 and 22 months) shall be determined by the Village Engineer based on the time of year when the project commences and is scheduled to be completed. Upon completion of the Public Improvements, the Developer and the Owner(s) of the Subject Property at the time of completion of the Public Improvements, shall transfer title thereto to the Village by warranty Bill of Sale in the form prescribed in the Subdivision Ordinance and shall deposit a maintenance "security" in accordance with the requirements of the Subdivision Ordinance prior to the acceptance of the Public Improvements by the Corporate Authorities.

7. All existing and new utilities and communication facilities on the Subject Property, including telephone, electric and cable television which serve and/or will serve the Subject Property, or any part hereof, shall be installed underground, with the exception of the existing above ground utilities located on West Bartlett Road and Route 25. The Developer shall promptly notify all utility and communication companies of the need for such underground installation and services prior to the construction of any improvements for the development and shall provide the Village with a copy of such notice.

8. No construction of any Public Improvements on or adjacent to the Subject Property, including, but not limited to, site grading, shall commence until the Developer and all contractors hired by the Developer, or the Owners, or any of them, to construct all or a portion of the Public Improvements have furnished the Village with certificates of insurance evidencing that each of them has in place commercial general liability, business

auto liability, worker compensation and employer's liability insurance in such amounts and coverages as required in the Subdivision Ordinance, except as otherwise approved by the Village Attorney, and naming the Village as additional insureds thereon.

9. Prior to commencing construction, the Developer shall submit an Erosion Control Plan to the Village Engineer for his review and approval. During construction the Developer shall adhere to measures for the prevention of soil erosion pursuant to the Village Erosion Control Ordinance, or the "Procedures and Standards for Urban Soil Erosion and Sedimentation Control in Illinois", published in 1981, as amended, and the recommended procedures of the DuPage County Soil and Water Conservation District, whichever is more restrictive.

10. The development of the Subject Property, shall be governed by the requirements of the Subdivision Ordinance, the Bartlett Building Code (the "Building Code"), the Bartlett Zoning Ordinance (the "Zoning Ordinance"), and the other provisions of the Bartlett Municipal Code as the same are amended from time to time and in effect and of general applicability, except to the extent that any such ordinance or code is expressly and specifically modified by this Ordinance, or other ordinances specifically related to the development of the Subject Property.

11. Bike Path. Developer shall construct a ten (10) foot wide bike path along the south side of West Bartlett Road within the 15' wide bike path easement depicted on the Plat of Subdivision for the Southwind Business Park and in accordance with the approved Engineering Plans. The bike path shall be installed in accordance with the Bartlett Subdivision Ordinance.

12. Sidewalks. A five (5) foot sidewalk shall be installed on the north side of Benchmark Lane as required and in accordance with the Subdivision Ordinance.

13. Parkway Trees. Parkway trees shall be planted as each lot develops along both sides of Benchmark Lane and Southwind Boulevard spaced not less than forty feet (40') nor more than sixty feet (60') apart as required in the Subdivision Ordinance and approved by the Village Arborist.

14. Satisfaction of the additional conditions set forth in Section Two of this Ordinance.

**SECTION TWO:** The Preliminary/Final Plat of Subdivision approved in Section One of this Ordinance, is based upon, and is hereby made contingent upon, the satisfaction of the following conditions:

1. Village Engineer approval of the Final Engineering Plans including the W. Bartlett Road roadway improvements;

2. A Public Improvements Completion Agreement (“PICA”) in form as provided in the Subdivision Ordinance, except for such modifications as approved by the Village Attorney, must be submitted to and approved by the Village Board;
3. Parkway trees shall be planted as each lot develops along both sides of Benchmark Lane and Southwind Boulevard spaced not less than forty feet (40’) nor more than sixty feet (60’) apart;
4. A sidewalk shall be installed on the north side of Benchmark Lane;
5. Kane County Highway Department approval of all curb cuts and roadway improvements on W. Bartlett Road;
6. A 10-foot wide bike path shall be installed within the 15-foot wide bike path easement and a berm shall be installed within the 10-foot wide landscape buffer easement along the north property lines of Lots 4 and 5.
7. Developer shall coordinate with the Villages of Bartlett and South Elgin and IDOT to construct the bike path connection/crossing at West Bartlett Road and Route 25.

**SECTION THREE:** The violation of any of the above conditions shall be cause for the revocation of the Preliminary/Final Plat of Subdivision approval in Section One of this Ordinance with respect to the Subject property.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 15, 2020

APPROVED: September 15, 2020

\_\_\_\_\_  
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 2020- \_\_\_\_\_ enacted on September 15, 2020 and approved on September 15, 2020 as the same appears from the official records of the Village of Bartlett.

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

**SOUTHWIND BUSINESS PARK SUBDIVISION PLAT**

## NORTH PARCEL:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF BENCHMARK LANE PER DOCUMENT 2013K076343 AND SOUTHWIND BOULEVARD PER DOCUMENT 2008K081774; THENCE ALONG THE NORTH LINE OF SAID BENCHMARK LANE FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE SOUTH 87 DEGREES 47 MINUTES 44 SECONDS WEST, 891.95 FEET; (2) THENCE NORTH 47 DEGREES 33 MINUTES 10 SECONDS WEST, 21.34 FEET TO A POINT ON A NON-TANGENT CURVE; SAID CURVE BEING ALSO THE EAST LINE OF ILLINOIS ROUTE 25 PER DOCUMENT 95K011265; THENCE NORTHERLY ALONG SAID EAST LINE, BEING A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 397,001.85 FEET WITH AN ARC LENGTH OF 300.00 FEET AND A CHORD BEARING OF NORTH 02 DEGREES 55 MINUTES 27 SECONDS WEST TO THE SOUTH LINE OF WEST BARTLETT ROAD PER DOCUMENT 2008K010201; THENCE ALONG SAID SOUTH LINE FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, 872.06 FEET; (2) THENCE SOUTH 45 DEGREES 53 MINUTES 13 SECONDS EAST, 67.44 FEET TO THE WEST LINE OF SAID SOUTHWIND BOULEVARD; THENCE SOUTH 00 DEGREE 28 MINUTES 15 SECONDS EAST, ALONG SAID WEST LINE, 252.02 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS. CONTAINING 279,574 SQUARE FEET OR 6.418 ACRES, MORE OR LESS.

## SOUTH PARCEL:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

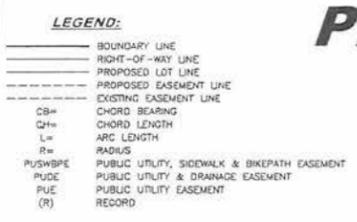
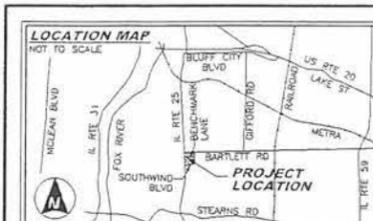
BEGINNING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF BENCHMARK LANE PER DOCUMENT 2013K076343 AND SOUTHWIND BOULEVARD PER DOCUMENT 2008K081774; THENCE ALONG THE EAST AND NORTH LINES OF SOUTHWIND BOULEVARD PER DOCUMENTS 2000K093202, 2008K028142 AND 2008K081774 FOR THE FOLLOWING SIX (6) COURSES; (1) THENCE SOUTH 00 DEGREE 28 MINUTES 15 SECONDS EAST, 25.53 FEET; (2) THENCE SOUTH 06 DEGREES 40 MINUTES 48 SECONDS EAST, 18.49 FEET; (3) THENCE SOUTH 00 DEGREE 28 MINUTES 15 SECONDS EAST, 472.94 FEET TO A POINT OF CURVATURE; (4) THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 197.00 FEET WITH AN ARC LENGTH OF 309.93 FEET TO A POINT OF TANGENCY; (5) THENCE SOUTH 89 DEGREES 40 MINUTES 10 SECONDS WEST, 664.89 FEET; (6) THENCE NORTH 46 DEGREES 33 MINUTES 41 SECONDS WEST, 21.69 FEET TO A POINT ON A NON-TANGENT CURVE; SAID CURVE BEING ALSO THE EAST LINE OF ILLINOIS ROUTE 25 PER DOCUMENT 2000K068299; THENCE NORTHERLY ALONG THE EAST LINE OF ILLINOIS ROUTE 25 PER DOCUMENTS 2000K068299 AND 95K011265, BEING A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 397,001.85 FEET WITH AN ARC LENGTH OF 655.39 FEET AND A CHORD BEARING OF NORTH 02 DEGREES 50 MINUTES 28 SECONDS WEST TO THE SOUTH LINE OF WEST BENCHMARK LANE PER DOCUMENT 2013K076343; THENCE ALONG SAID SOUTH LINE FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTH 42 DEGREES 27 MINUTES 11 SECONDS EAST, 21.09 FEET; (2) THENCE NORTH 87 DEGREES 47 MINUTES 44 SECONDS EAST, 889.16 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS. CONTAINING 615,189 SQUARE FEET OR 14.123 ACRES, MORE OR LESS.

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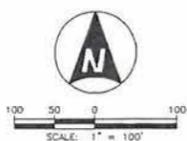
VILLAGE OF  
BARTLETT

# PRELIMINARY/FINAL PLAT OF SUBDIVISION SOUTHWIND BUSINESS PARK

BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS.



AREA TABLE:		
LOT	SQ. FT.	AC.
LOT 1	187,489	4.3037
LOT 2	138,204	3.1737
LOT 3	289,516	6.6454
LOT 4	182,751	4.2171
LOT 5	136,823	3.1410
TOTAL AREA:	894,763	20.5408



P.L.N.'s:	
05-38-400-043	
06-38-400-046	
06-38-400-047	
06-38-400-048	
06-38-400-049	

**INGRESS AND EGRESS EASEMENT PROVISION**  
A REDIPROCAL EASEMENT FOR CROSS ACCESS PURPOSES IS HEREBY RESERVED AND GRANTED TO THE OWNERS OF LOTS 4 AND 5, THEIR SUCCESSORS AND ASSIGNS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY FALLING WITHIN THE DASHED LINES ON THE PLAT MARKED "INGRESS AND EGRESS EASEMENT".

**EASEMENT PROVISIONS**  
AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO  
COMMONWEALTH Edison COMPANY  
AND  
SBC TELEPHONE COMPANY, GRANTEE  
THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, CUPS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION). THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL, REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SPRINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREBY GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER THE PROPERTY IDENTIFIED ON THIS PLAT FOR UTILITY EASEMENT, "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

**OWNER'S CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE LEGAL OWNER(S) OF A PORTION OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
BY: \_\_\_\_\_  
WEST BARTLETT LLC  
301 SOUTH COUNTY FARM ROAD  
WHEATON, IL 60157

**VILLAGE OF BARTLETT CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
BY: \_\_\_\_\_  
VILLAGE PRESIDENT  
ATTEST: \_\_\_\_\_  
VILLAGE CLERK

**IDOT CERTIFICATE**  
THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO 2 OF AN ACT TO REPEAL THE LAW IN RELATION TO PLATS, AS AMENDED, A PLAN OF THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.  
ANTHONY J. QUIGLEY, P.E.  
REGION ONE ENGINEER

**NOTES:**  
1. NO COMMITMENT FOR TITLE INSURANCE WAS SUPPLIED FOR USE IN THE PREPARATION OF THIS PLAT. THIS PLAT IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.  
2. BEARINGS BASED ON NAD83 (2011) ILLINOIS STATE PLANE, EAST ZONE.  
3. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.  
4. NO DIMENSIONS SHALL BE OBTAINED FROM SCALE MEASUREMENT.  
5. UPON COMPLETION OF CONSTRUCTION, 5/8" REBAR SHALL BE PLACED AT ALL CORNERS OF THE EXTERIOR BOUNDARIES AND CRITICAL POINTS ALONG THE RIGHTS-OF-WAY, UNLESS NOTED OTHERWISE.  
6. ALL EASEMENTS SHOWN HEREON ARE HEREBY GRANTED UNLESS SHOWN OTHERWISE.  
7. THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO IL ROUTE 25 FROM LOTS 1, 3, 4 OR 5.  
8. ALL ACCESS TO THE SOUTHWIND BUSINESS PARK FROM IL ROUTE 25 SHALL BE VIA WEST BARTLETT ROAD, BENCHMARK LANE, AND SOUTHWIND BOULEVARD.  
9. ALL AREAS ARE MORE OR LESS.

**PLAN COMMISSION CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
REVIEWED BY THE PLAN COMMISSION OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
BY: \_\_\_\_\_  
PLAN COMMISSION CHAIRMAN  
ATTEST: \_\_\_\_\_  
PLAN COMMISSION SECRETARY

**AUTHORIZATION TO RECORD CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF COOK)  
WE, MACKIE CONSULTANTS LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002894, DO HEREBY CERTIFY THAT WE HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREIN DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY, SUBDIVISION AND PLAT.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
DALE A. GRAY  
EMAIL: dgray@mackieconsultants.com  
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003057  
LICENSE EXPIRES: NOVEMBER 30, 2018

**VILLAGE TREASURER CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
I, \_\_\_\_\_, TREASURER FOR THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR DEFERRED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPOINTED AGAINST THE TRACT OF LAND INCLUDED IN THE SUBJECT PLAT.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
BY: \_\_\_\_\_  
VILLAGE TREASURER

**SURVEYOR'S CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF COOK)  
WE, MACKIE CONSULTANTS, LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002894, DO HEREBY CERTIFY THAT WE HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREIN DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY, SUBDIVISION AND PLAT.  
NORTH PARCEL:  
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF BENCHMARK LANE PER DOCUMENT 2013K078343 AND SOUTHWIND BOULEVARD PER DOCUMENT 2008K081774; THENCE ALONG THE NORTH LINE OF SAID BENCHMARK LANE FOR THE FOLLOWING TWO (2) COURSES: (1) THENCE SOUTH 87 DEGREES 47 MINUTES 44 SECONDS WEST, 21.34 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE BEING A PORTION OF A CURVE BEARING OF NORTH 02 DEGREES 55 MINUTES 27 SECONDS WEST TO THE SOUTH LINE OF WEST BARTLETT ROAD PER DOCUMENT 2008K02021; THENCE ALONG SAID SOUTH LINE 44 MINUTES 05 SECONDS EAST, 872.06 FEET; (2) THENCE SOUTH 45 DEGREES 43 MINUTES 13 SECONDS EAST, 67.44 FEET TO THE WEST LINE OF SAID SOUTHWIND BOULEVARD; THENCE SOUTH 00 DEGREE 28 MINUTES 15 SECONDS EAST, ALONG SAID WEST LINE, 252.02 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS, CONTAINING 279,574 SQUARE FEET OR 6.418 ACRES, MORE OR LESS.

**VILLAGE ENGINEER CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
I, \_\_\_\_\_, VILLAGE ENGINEER OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THE LAND IMPROVEMENTS FOR THE SUBJECT PLATTED AREA AS DESCRIBED IN THE PLANS AND SPECIFICATIONS TITLED:  
DATED \_\_\_\_\_ LAST REVISED \_\_\_\_\_  
PREPARED BY: \_\_\_\_\_ MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE OF BARTLETT.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
BY: \_\_\_\_\_  
VILLAGE ENGINEER

**COUNTY ENGINEER CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
ACCEPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
COUNTY ENGINEER

**COUNTY CLERK'S CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE LEGAL OWNER(S) OF A PORTION OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
BY: \_\_\_\_\_  
WEST BARTLETT LLC  
301 SOUTH COUNTY FARM ROAD  
WHEATON, IL 60157

**UTILITY EASEMENTS APPROVED AND ACCEPTED**  
COMMONWEALTH Edison  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
I, \_\_\_\_\_, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT I AM PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF THE CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT GENEA, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
COUNTY CLERK

**UTILITY EASEMENTS APPROVED AND ACCEPTED**  
COMMONWEALTH Edison  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
I, \_\_\_\_\_, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT I AM PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF THE CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
NOTARY PUBLIC

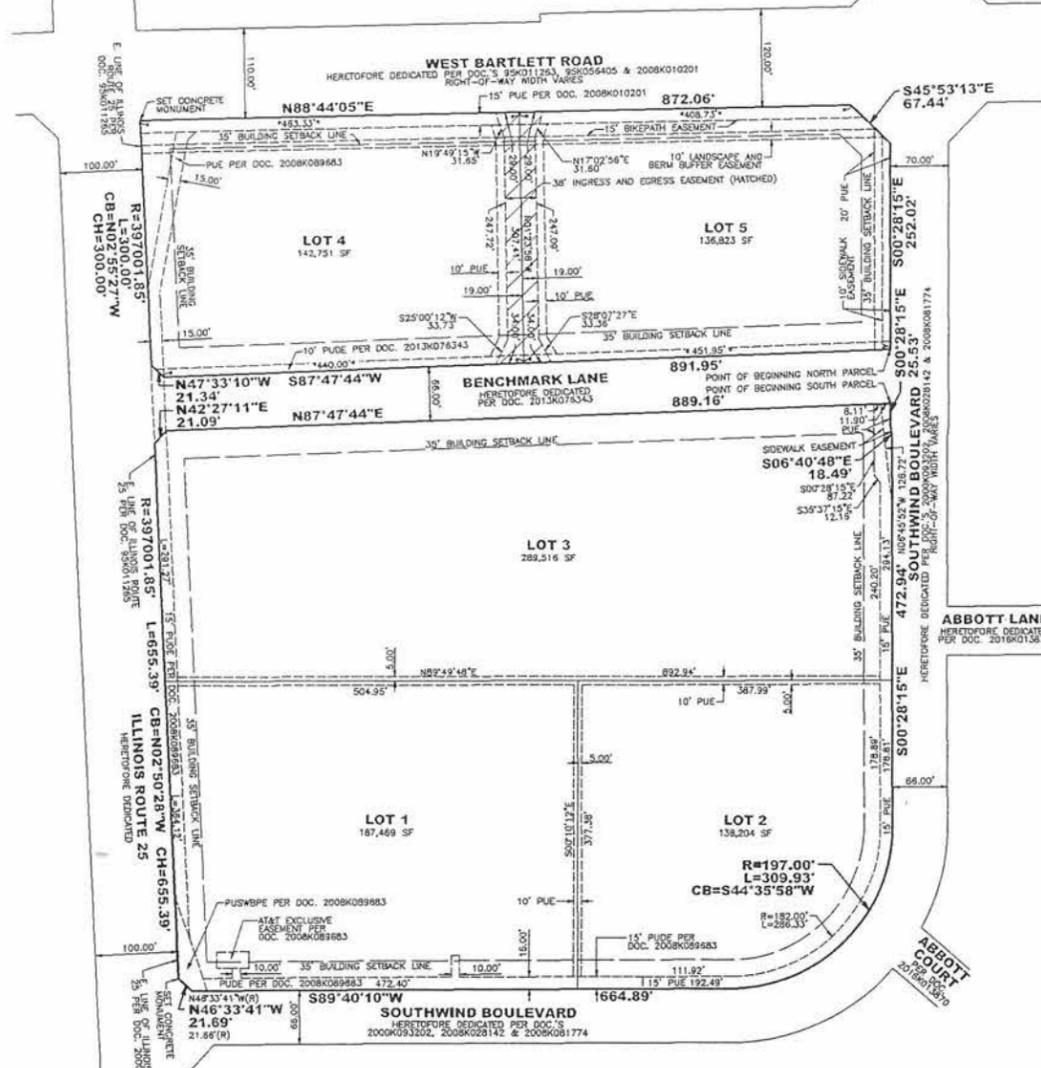
**UTILITY EASEMENTS APPROVED AND ACCEPTED**  
COMMONWEALTH Edison  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
I, \_\_\_\_\_, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT I AM PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF THE CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
NOTARY PUBLIC

**UTILITY EASEMENTS APPROVED AND ACCEPTED**  
COMMONWEALTH Edison  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
I, \_\_\_\_\_, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT I AM PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF THE CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
NOTARY PUBLIC

**UTILITY EASEMENTS APPROVED AND ACCEPTED**  
COMMONWEALTH Edison  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
I, \_\_\_\_\_, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT I AM PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF THE CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
NOTARY PUBLIC

**UTILITY EASEMENTS APPROVED AND ACCEPTED**  
COMMONWEALTH Edison  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
I, \_\_\_\_\_, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT I AM PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF THE CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
NOTARY PUBLIC

**UTILITY EASEMENTS APPROVED AND ACCEPTED**  
COMMONWEALTH Edison  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
I, \_\_\_\_\_, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT I AM PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF THE CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
NOTARY PUBLIC



**INGRESS AND EGRESS EASEMENT PROVISION**  
A REDIPROCAL EASEMENT FOR CROSS ACCESS PURPOSES IS HEREBY RESERVED AND GRANTED TO THE OWNERS OF LOTS 4 AND 5, THEIR SUCCESSORS AND ASSIGNS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY FALLING WITHIN THE DASHED LINES ON THE PLAT MARKED "INGRESS AND EGRESS EASEMENT".

**EASEMENT PROVISIONS**  
AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO  
COMMONWEALTH Edison COMPANY  
AND  
SBC TELEPHONE COMPANY, GRANTEE  
THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, CUPS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION). THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL, REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SPRINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREBY GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER THE PROPERTY IDENTIFIED ON THIS PLAT FOR UTILITY EASEMENT, "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (OR SIMILAR DESIGNATION) WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

**OWNER'S CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE LEGAL OWNER(S) OF A PORTION OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
BY: \_\_\_\_\_  
WEST BARTLETT LLC  
301 SOUTH COUNTY FARM ROAD  
WHEATON, IL 60157

**VILLAGE OF BARTLETT CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
BY: \_\_\_\_\_  
VILLAGE PRESIDENT  
ATTEST: \_\_\_\_\_  
VILLAGE CLERK

**PLAN COMMISSION CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
REVIEWED BY THE PLAN COMMISSION OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
BY: \_\_\_\_\_  
PLAN COMMISSION CHAIRMAN  
ATTEST: \_\_\_\_\_  
PLAN COMMISSION SECRETARY

**AUTHORIZATION TO RECORD CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF COOK)  
WE, MACKIE CONSULTANTS LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002894, DO HEREBY CERTIFY THAT WE HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREIN DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY, SUBDIVISION AND PLAT.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
DALE A. GRAY  
EMAIL: dgray@mackieconsultants.com  
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-003057  
LICENSE EXPIRES: NOVEMBER 30, 2018

**VILLAGE TREASURER CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
I, \_\_\_\_\_, TREASURER FOR THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR DEFERRED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPOINTED AGAINST THE TRACT OF LAND INCLUDED IN THE SUBJECT PLAT.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
BY: \_\_\_\_\_  
VILLAGE TREASURER

**SURVEYOR'S CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF COOK)  
WE, MACKIE CONSULTANTS, LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002894, DO HEREBY CERTIFY THAT WE HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREIN DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY, SUBDIVISION AND PLAT.  
NORTH PARCEL:  
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF BENCHMARK LANE PER DOCUMENT 2013K078343 AND SOUTHWIND BOULEVARD PER DOCUMENT 2008K081774; THENCE ALONG THE NORTH LINE OF SAID BENCHMARK LANE FOR THE FOLLOWING TWO (2) COURSES: (1) THENCE SOUTH 87 DEGREES 47 MINUTES 44 SECONDS WEST, 21.34 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE BEING A PORTION OF A CURVE BEARING OF NORTH 02 DEGREES 55 MINUTES 27 SECONDS WEST TO THE SOUTH LINE OF WEST BARTLETT ROAD PER DOCUMENT 2008K02021; THENCE ALONG SAID SOUTH LINE 44 MINUTES 05 SECONDS EAST, 872.06 FEET; (2) THENCE SOUTH 45 DEGREES 43 MINUTES 13 SECONDS EAST, 67.44 FEET TO THE WEST LINE OF SAID SOUTHWIND BOULEVARD; THENCE SOUTH 00 DEGREE 28 MINUTES 15 SECONDS EAST, ALONG SAID WEST LINE, 252.02 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS, CONTAINING 279,574 SQUARE FEET OR 6.418 ACRES, MORE OR LESS.

**VILLAGE ENGINEER CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
I, \_\_\_\_\_, VILLAGE ENGINEER OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THE LAND IMPROVEMENTS FOR THE SUBJECT PLATTED AREA AS DESCRIBED IN THE PLANS AND SPECIFICATIONS TITLED:  
DATED \_\_\_\_\_ LAST REVISED \_\_\_\_\_  
PREPARED BY: \_\_\_\_\_ MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE OF BARTLETT.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
BY: \_\_\_\_\_  
VILLAGE ENGINEER

**COUNTY ENGINEER CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
ACCEPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
COUNTY ENGINEER

**COUNTY CLERK'S CERTIFICATE**  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE LEGAL OWNER(S) OF A PORTION OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
BY: \_\_\_\_\_  
WEST BARTLETT LLC  
301 SOUTH COUNTY FARM ROAD  
WHEATON, IL 60157

**UTILITY EASEMENTS APPROVED AND ACCEPTED**  
COMMONWEALTH Edison  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
I, \_\_\_\_\_, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT I AM PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF THE CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT GENEA, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
COUNTY CLERK

**UTILITY EASEMENTS APPROVED AND ACCEPTED**  
COMMONWEALTH Edison  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
I, \_\_\_\_\_, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT I AM PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF THE CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
NOTARY PUBLIC

**UTILITY EASEMENTS APPROVED AND ACCEPTED**  
COMMONWEALTH Edison  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
I, \_\_\_\_\_, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT I AM PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF THE CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
NOTARY PUBLIC

**UTILITY EASEMENTS APPROVED AND ACCEPTED**  
COMMONWEALTH Edison  
STATE OF ILLINOIS) SS  
COUNTY OF KANE)  
I, \_\_\_\_\_, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT I AM PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUNTARY ACT OF THE CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_  
NOTARY PUBLIC

**LANDSCAPE AND BERM BUFFER EASEMENT PROVISIONS**  
AN EASEMENT IS HEREBY GRANTED TO THE OWNERS OF LOTS 4 AND 5 FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT AND MAINTAIN LANDSCAPING ALONG, UNDER AND THROUGH SAID INDICATED EASEMENTS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ACROSS THE EASEMENT PREMISES TO COMPLETE ANY OF THE ABOVE WORK. NO OBSTRUCTIONS MAY BE PLACED OVER SAID EASEMENT PREMISES WITHOUT THE WRITTEN PERMISSION OF THE OWNERS OF LOTS 4 AND 5 AND THE VILLAGE OF BARTLETT.  
THE NON-EXCLUSIVE EASEMENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE GRANTEE, ITS SUCCESSORS AND ASSIGNS.  
THE OWNERS OF LOTS 4 AND 5 ARE RESPONSIBLE FOR THE PERPETUAL MAINTENANCE AND REPLACEMENT OF DEAD TREES AND PLANT MATERIALS.

**BIKEPATH EASEMENT PROVISIONS**  
A BIKEPATH EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF BARTLETT, ITS SUCCESSORS AND ASSIGNS FOR THE USE AND BENEFIT OF THE PUBLIC TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, BIKEPATHS, CROSSINGS, ALONG AND UPON THE SURFACE OF THE PROPERTY CONTAINED WITHIN THE DASHED LINES SHOWN HEREON AND LABELED AS BIKEPATH EASEMENT. ALSO GRANTED HEREWITH IS THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREBY GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE EASEMENTS WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

**SIDEWALK EASEMENT PROVISIONS**  
A SIDEWALK EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF BARTLETT, ITS SUCCESSORS AND ASSIGNS FOR THE USE AND BENEFIT OF THE PUBLIC TO INSTALL, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, SIDEWALKS, CROSSINGS, ALONG AND UPON THE SURFACE OF THE PROPERTY CONTAINED WITHIN THE DASHED LINES SHOWN HEREON AND LABELED AS SIDEWALK EASEMENT. ALSO GRANTED HEREWITH IS THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREBY GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE EASEMENTS WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

**AFTER RECORDING, MAIL TO:**  
VILLAGE OF BARTLETT  
ATTN: COMMUNITY DEVELOPMENT  
228 S. MAIN  
BARTLETT, IL 60103

**PLAT PREPARED FOR:**

CLIENT: **ABBOTT LAND & INVESTMENT CORPORATION**  
2250 SOUTHWIND BOULEVARD  
BARTLETT, IL 60103  
PH: 630-497-8700

DATE	DESCRIPTION OF REVISION	DESIGNED	APPROVED
03-09-20	PER VILLAGE REVIEW COMMENTS DATED 03-05-20	RSV	GKF
02-12-20	PER VILLAGE REVIEW COMMENTS DATED 01-03-19	GKF	DAG
12-05-18	PER VILLAGE & IDOT REVIEW	GKF	DATE
10-23-18	REVISED PER CLIENT REVIEW	SOU	05-31-18
DATE		BY	SCALE 1" = 100'

**PRELIMINARY/FINAL PLAT OF SUBDIVISION**  
**SOUTHWIND BUSINESS PARK**  
**BARTLETT, ILLINOIS**

SHEET **1** OF **1**

PROJECT NUMBER: 3462  
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ILLINOIS FIRM LICENSE 184-002894

**Mackie Consultants, LLC**  
9575 W. Higgins Road, Suite 500  
Rosemont, IL 60018  
(847) 696-1400  
www.mackieconsultants.com



Village of Bartlett  
Plan Commission Minutes  
August 13, 2020

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**(#18-21) Southwind Business Park Subdivision  
Preliminary/Final Plat of Subdivision**

**K. Stone** the subject property was annexed to the Village and was zoned to the PD (Planned Development District) in 1988. A Conceptual Land Use Plan was approved, which showed this property as being commercial and industrial uses. In 1993, there was an amendment to the Annexation Agreement due to the State of Illinois condemning 866 acres of the total parcel for what is now known as James Pate Philip State Park. The Petitioner is requesting a Preliminary/Final Plat of Subdivision for the 20.54-acre Southwind Business Park to create five (5) lots. The Bluff City Office Building is located on Lot 1, Parkland Prep Academy is located on Lot 2, and True North has submitted a Site Plan that is before you today for Lot 4. There are two (2) curb cuts on Route 25, at Benchmark Lane and Southwind Blvd, and also one on at W. Bartlett Road on Southwind Blvd. A new curb cut is proposed between Lots 4 and 5 on W. Bartlett Road. These parcels are served by the existing stormwater drainage and detention system that is already constructed. The developer will install a bike path and berm along the south side of W. Bartlett Road in accordance with the West Bartlett Road Corridor Plan. Staff recommends approval of the Petitioner's request subject to the conditions outlined in your Staff report and also would like to add a following Condition G that the Petitioner works with the Villages of Bartlett and South Elgin, and IDOT to construct the bike path crossing at Route 25. The Petitioner is present. **M. Hopkins** asked what will be the role of the developer in coordinating the crossing on the bike path across Route 25? **K. Stone** typically, they are responsible for paying for the bike path up until the property line as part of the subdivision. The work in the right-of-way is going to involve significantly more cost than just that because it would involve pedestrian signals and a cross walk, and there are utility poles that have to be moved that are existing. It is not as simple as just putting in a bike path and striping it. **T. Ridenour** Condition G is not on the paperwork. **K. Stone** it is a new condition because we were not aware that IDOT had removed that item from their budget. **A. Hopkins** is the Petitioner paying for the bike path? **K. Stone** yes and they will be coordinating with IDOT.

**J. Lemberg** swore in the Petitioner **Dean Kelley** and asked if he had anything else to add. **D. Kelley** staff covered it. I am sure we will have a challenge with coordination between IDOT and some other things that need to be done, but we will see what we can do. **T. Ridenour** asked if there was a road between Lots 4 and 5. **K. Stone** it is going to be a cross access easement. It is not a publicly dedicated road. It is an access point. **T. Ridenour** is it 463' from that road to Route 25? **K. Stone** yes. **A. Hopkins** is there a reason that is not going to be a regular road? **R. Grill** it is a full road. It will be a private street and is going to be a cross access easement shared for maintenance purposes between Lots 4 and 5. **A. Hopkins** will people be able to use it? **R. Grill** yes, absolutely.

**A. Hopkins** made a motion to pass along a **positive recommendation** to the Village Board to approve case **(#18-21) Southwind Business Park Subdivision** for a Preliminary/Final Plat of Subdivision subject to the conditions and the Findings of Fact outlined in the Staff report and the



Village of Bartlett  
Plan Commission Minutes  
August 13, 2020

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additional Condition G to coordinate with the Villages of Bartlett and South Elgin, and IDOT to construct the bike path crossing at Route 25.

**Motioned by: A. Hopkins**

**Seconded by: D. Negele**

**Roll Call**

**Ayes: A. Hopkins, M. Hopkins, D. Gunsteen, J. Miaso, D. Negele, T. Ridenour.**

**The motion carried.**



# Agenda Item Executive Summary

Item Name	True North	Committee or Board	Board
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## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The Petitioner is requesting **Site Plan Review** for a proposed True North truck stop establishment at the southeast corner of W. Bartlett Rd. and Route 25 in the PD Planned Development Zoning District.

**Text Amendments** to the Zoning Ordinance are also being requested to define "Truck Stop Establishment" and add "Truck Stop Establishment" to the Special Use list in the B-4 Community Shopping Zoning District. The Illinois Gaming Board permits truck stop establishments to obtain video gaming licenses and the Petitioner would provide video gaming at this location, if approved. *(Please note: The Village's Gaming Ordinance would also need to be amended to mirror the State law.)*

The Petitioner is also requesting **Special Use Permits** to allow an automotive service station, a truck stop establishment, outdoor sales and to sell package liquor.

This truck stop would include a 5,000 square foot convenience store with eight pump islands (16 total stations) for passenger vehicles and 4 pump stations for diesel trucks. The building would be constructed with stone, masonry and EIFS with metal canopies proposed over the windows and the front entrance of the building. **The petitioner has agreed to wrap the fuel canopy columns with the same brick materials to match the convenience store building.**

The Site Plan identifies a full access curb cut along the east property line onto the cross-access drive between proposed Lots 4 & 5. Two access points are proposed onto Benchmark Lane to the south. The eastern curb cut would provide full access, enabling trucks to enter the diesel fuel pumps along with providing access for passenger vehicles. **The petitioner has agreed to revise the western curb cut on Benchmark Lane to a right-in/right-out only with a barrier median.**

The Petitioner is also requesting a **Variation** to reduce the number of trees required in the interior parkway along W. Bartlett Road and Route 25. **The Petitioner agreed to replace two (2) small ornamental trees with two (2) large deciduous shade trees along W. Bartlett Road.**

The **Zoning Board of Appeals** reviewed the Petitioner's **Variation and Text Amendment** requests and conducted the requisite public hearing at their meeting on August 6, 2020. The Zoning Board of Appeals recommended **approval** of the text amendments and variation based upon the Findings of Fact outlined in the Staff Report.

The **Plan Commission** reviewed the Petitioner's requests for a **Site Plan Review and Special Use Permits** and conducted the requisite public hearing at their meeting on August 13, 2020. The Plan Commission recommended **approval** of the Site Plan and Special Use Permits subject to the conditions recommended by Staff, the Findings of Fact and two additional conditions:

- O. Additional landscaping be installed on the median east of the truck parking spaces**
- P. Signage shall be posted indicating truck idling is prohibited between the hours of 10:00 pm and 6:00 am**

The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on September 1, 2020. The Committee forwarded the petition on to the Village Board for a final vote.

## ATTACHMENTS (PLEASE LIST)

PDS Memo, Ordinance with Exhibits

## ACTION REQUESTED

- For Discussion only-
- Resolution
- Ordinance - Move to approve *Ordinance #2020-\_\_ An Ordinance Amending the Bartlett Municipal Code Title 10 Zoning to Define and Regulate Truck Stop Establishments, Approving a Site Plan, Granting Special Use Permits and Granting a Variation for True North*
- Motion -

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**20-133**

DATE: September 3, 2020  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta B. Grill, Planning & Dev Services Director *RBG*  
RE: **(#20-03) True North**

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**PETITIONER**

Lindsay Lyden, True North Energy LLC

**SUBJECT SITE**

Southeast corner of W. Bartlett Road and Route 25 (Lot 4 of the proposed Southwind Business Park Subdivision)

**REQUESTS**

**Site Plan Review**

**Special Use Permits –**

- (a) to allow an automobile service station
- (b) to allow a truck stop establishment
- (c) to sell package liquor
- (d) to allow outdoor sales

**Variation –**

- (a) to reduce the number of trees required in the interior parkway (Route 25 and W. Bartlett Rd)

**Text Amendments –**

- (a) to define "Truck Stop Establishment"
- (b) add "Truck Stop Establishment" to the list of Special Uses in the B-4 Zoning District

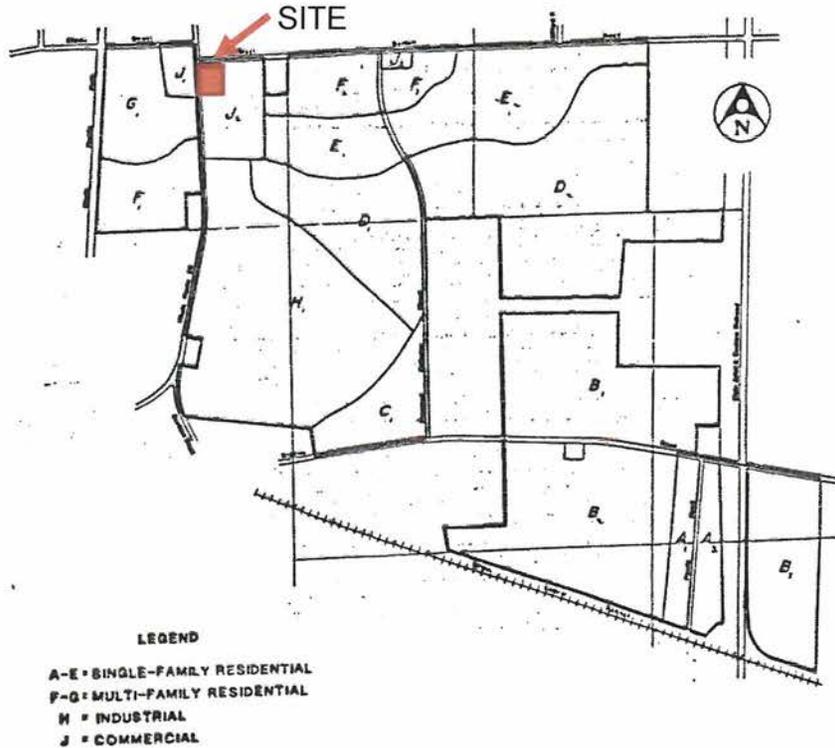
**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Vacant/Office</b>	<b>Commercial/Mixed Use Business Park</b>	<b>PD</b>
North	Vacant	Commercial	PD
South	Vacant	Commercial/Mixed Use Business Park	PD
East	Vacant	Commercial/Mixed Use Business Park	PD
West	Vacant	Medium Density Residential	R3*

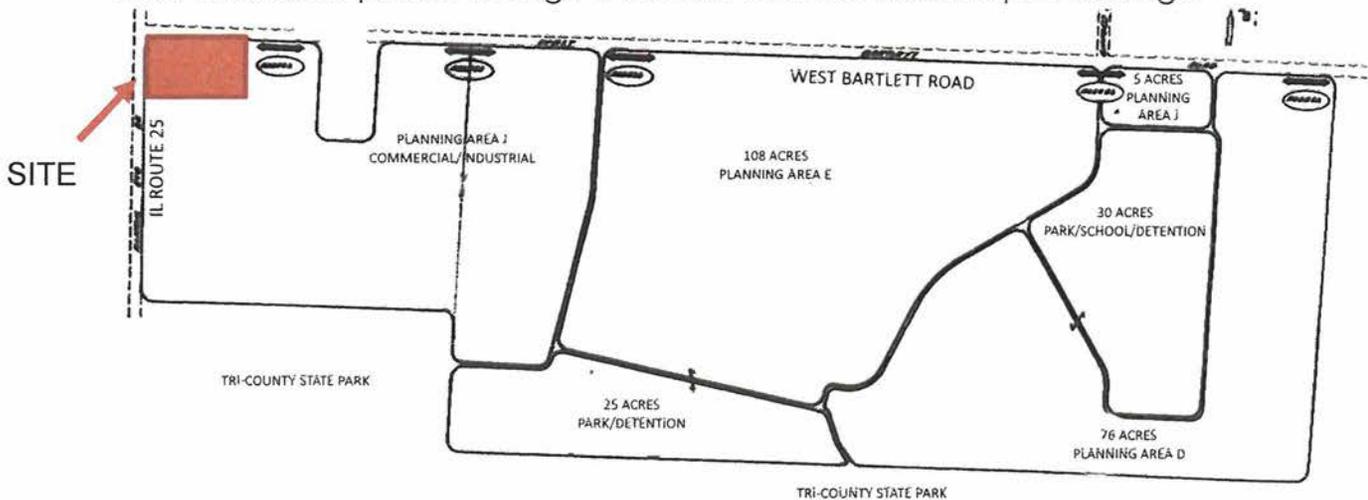
\*Multiple Dwelling Unit – South Elgin

**ZONING HISTORY**

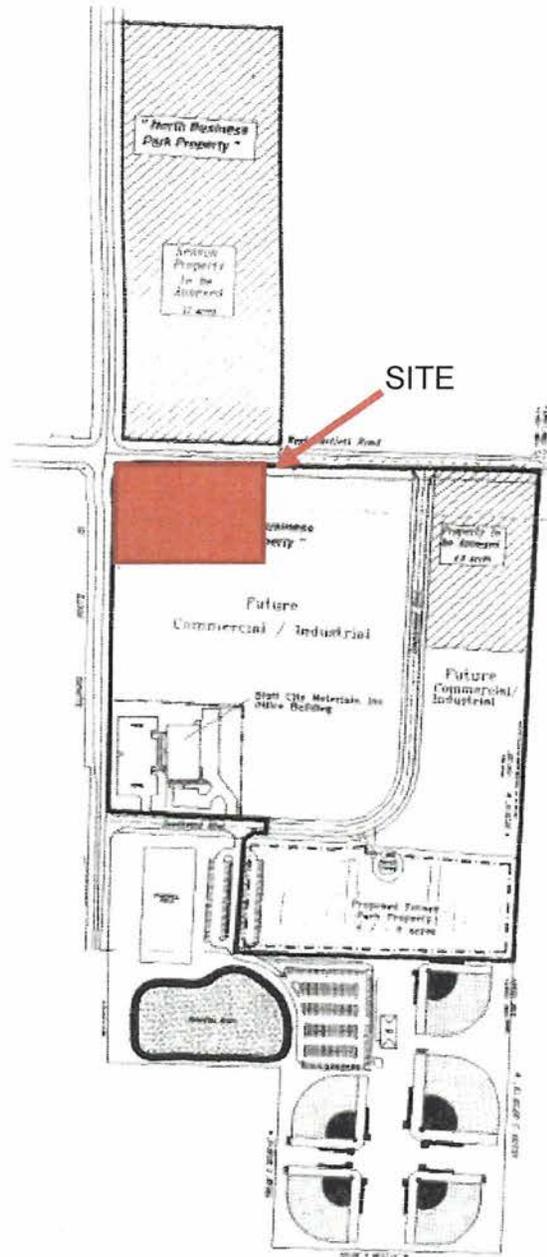
The subject property was annexed to the Village and was zoned to the PD (Planned Development District) in 1988 by Ordinance #1988-58. A Conceptual Land Use Plan was also approved in 1988 by Ordinance #1988-59 (*An Ordinance Rezoning Property and Granting a Special Use for its Development as a Planned Unit Development According to Conceptual Land Use Plan*). This site is located in Planning Area J on the Conceptual Plan which allowed the uses that are permitted in the B-4 Community Shopping Zoning District.



In 1993, the First Amendment to the Annexation Agreement was approved by Ordinance #1993-16 as a result of the State of Illinois condemning 866 acres of the total 1,200-acre parcel through a series of eminent domain proceedings.



In 2001, the Second Amendment to the Annexation Agreement was approved by Ordinance #2001-65. This amendment expanded the uses for Planning Area J, which includes this site, to follow the permitted use lists of the B-1, B-2, B-3, B-4, I-1 and I-2 Zoning Districts.



In 2009, the Third Amendment to the Annexation Agreement was approved by Ordinance #2009-27 and allowed for the development of the Bartlett Pointe West Single Family Subdivision rather than multi-family uses and no longer allowed I-2 uses as being permitted within the Southwind Business Park property.

In 2013, the Fourth Amendment to the Annexation Agreement was approved by Ordinance #2013-27 and allowed for the construction of Road A (Benchmark Lane).



In 2015, the Fifth Amendment to the Annexation Agreement was approved by Ordinance #2015-80 and approved the Bartlett Pointe West Subdivision Preliminary/Final PUD.



**DISCUSSION**

1. The Petitioner is requesting **Site Plan Review** for a proposed True North truck stop establishment on 3.28 acres at the southeast corner of W. Bartlett Rd. and Route 25 in the PD Planned Development Zoning District. The site is the proposed Lot 4 in the Southwind Business Park Subdivision.
2. The Petitioner also is requesting two **Text Amendments** to define "Truck Stop Establishment" and add "Truck Stop Establishment" to the Special Use list in the B-4 Community Shopping Zoning District. The Illinois Gaming Board permits truck stop establishments to obtain video gaming licenses.

*Proposed Definition:*

**Truck Stop Establishment:** a facility (i) that is at least a 3-acre facility with a convenience store, (ii) with separate diesel islands for fueling commercial motor vehicles, (iii) that sells at retail more than 10,000 gallons of diesel or biodiesel fuel per month, and (iv) with parking spaces for commercial motor vehicles as defined in Section 18b-101 of the Illinois Vehicle Code. The requirement of item (iii) of this paragraph may be met by showing that estimated future sales or past sales average at least 10,000 gallons per month.

3. The Petitioner is also requesting **Special Use Permits** to allow an automotive service station, truck stop establishment, outdoor sales and to sell package liquor.
4. This truck stop would include a 5,000 square foot convenience store with eight pump islands (16 total stations) for passenger vehicles and 4 pump stations for diesel trucks. Passenger vehicles would utilize the pumps under the canopy located north of the convenience store and trucks would utilize the pumps under the canopy located east of the convenience store.
5. The truck stop is proposing to operate 24 hours, seven (7) days a week.
6. The convenience store is oriented towards W. Bartlett Rd. It would have a maximum height of 24 feet and be constructed with masonry and EIFS. Metal canopies are proposed over the windows and the front entrance of the building.
7. Staff requested that the posts for the fuel canopies be wrapped with the same materials as the building's façade as was requested by the Plan Commission during their recent review of the 7-Eleven on Lake St. **The Petitioner has agreed to use the brick building material to wrap the fuel canopy posts.**
8. The Site Plan identifies a full access curb cut along the east property line onto the cross-access drive between proposed Lots 4 & 5. Two access points are

proposed onto Benchmark Lane to the south. The eastern curb cut would provide full access, enabling trucks to enter the diesel fuel pumps along with providing access for passenger vehicles. The petitioner originally proposed the western curb cut as an exit only, with painted markings indicating it as a right-out/left-out, which Staff and the Village's Traffic Consultant believed to be an unsafe design. **Prior to the Plan Commission meeting, the Petitioner agreed to revise the western curb cut on Benchmark Lane to a right-in/right-out with a non-mountable barrier curb as recommended by Staff and the Village's Traffic Consultant.**

9. A revised Traffic Impact Analysis (TIA) has been submitted by the Petitioner; the Village's Traffic Consultant has agreed with the findings of the TIA and has approved the revised right-in/right-out western curb cut on Benchmark Lane.
10. While the western Benchmark Lane curb cut is not within IDOT's jurisdiction, the agency has expressed concerns with its proximity to Route 25 and indicated that it prefers eliminating the driveway or shifting it east, consolidating the access along Benchmark Lane.
11. The Zoning Ordinance requires a total of 31 parking spaces, 15 parking spaces for the convenience store and two (2) parking spaces for each pump island. The Petitioner is providing a total of 58 passenger vehicle parking spaces which exceeds the Zoning Ordinance requirement. Forty-two (42) passenger vehicle spaces including two (2) accessible spaces are designated for the convenience store, and two (2) parking spaces are at each island for the fuel center. Two (2) truck parking spaces are designated to the east of the diesel pumps.
12. This site is located within the West Bartlett Road Corridor Plan and is identified as the "Picturesque Western Gateway". As a part of this plan, a 10-foot wide bike path and 18" berm are proposed along the north property line.
13. The Petitioner is requesting a **Variation** to reduce the number of trees required in the interior parkway (Route 25 and W. Bartlett Rd). The Landscape Ordinance requires 1 tree every 40 feet, half of which must be large deciduous or evergreen trees. The Landscape Plan indicates a total of 5 small deciduous trees along W. Bartlett Rd where 9 are required and 3 large trees along Route 25 where 7 are required. **Based on the concerns expressed by the Zoning Board of Appeals at their August 6, 2020 meeting, the Petitioner agreed to replace two (2) of the small deciduous trees along West Bartlett Road with large deciduous shade trees.**
14. This parcel is served by the existing stormwater drainage and detention system.
15. The Landscape and Photometric Plans are currently under review by the Staff.

**RECOMMENDATION**

1. The Staff recommends approval of the Site Plan and Special Use Permits subject to the following conditions and Findings of Fact:
  - A. Building permits shall be required for all construction activities;
  - B. The posts for the fuel canopies shall be wrapped with the same brick materials to match the convenience store building;
  - C. Staff approval of the Landscape, Photometric and Sign Plans;
  - D. The landscaping along W. Bartlett Road shall include three (3) small deciduous trees and two (2) large deciduous trees in addition to the other required plantings;
  - E. Village Engineer approval of the Engineering Plans;
  - F. Signage shall be reviewed and approved separately by the Planning and Development Services Department in accordance with the Sign Ordinance;
  - G. Kane County Highway approval of the permit for the curb cut on W. Bartlett Road;
  - H. A 50-cent per square foot Municipal Building Donation is required and due upon the issuance of a building permit;
  - I. Landscaping must be installed within one year of the issuance of a building permit;
  - J. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Planning & Development Services Department for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;
  - K. The western curb cut on Benchmark shall be redesigned to include a non-mountable barrier median to prevent vehicles from entering the site at this location;
  - L. Findings of Fact (Site Plan):
    - i. That the proposed automotive service station is a Special Use in the PD Zoning District;
    - ii. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
    - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
    - iv. That the site plan provides for the safe movement of pedestrians within the site;
    - v. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall

- be in compliance with Chapter 10-11A, Landscape Requirements.)
- vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
- M. Findings of Fact (Special Use Permits):
- i. The proposed Special Uses are desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
  - ii. That the proposed Special Uses 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 Uses shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
2. The **Zoning Board of Appeals** reviewed the Petitioner's request for the text amendments and variation and conducted the requisite public hearing on August 6, 2020. **During the meeting, the Petitioner agreed to replace two (2) of the ornamental trees along West Bartlett Road with large deciduous shade trees.** The **Zoning Board of Appeals recommended approval** based upon the following Findings of Fact:
- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
  - B. That conditions upon which the petition for the variation are based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
  - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
  - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
  - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
  - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
  - G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

3. The **Plan Commission** reviewed the Petitioner's requests for a Site Plan Review and four (4) Special Use Permits and conducted the requisite public hearing on August 13, 2020. **The Petitioner agreed to modify the western curb on Benchmark Lane to a right-in/right-out with a barrier median as recommend by Staff and the Village's Traffic Consultant. The Plan Commission recommended approval of the Site Plan and the Special Use Permits subject to the conditions and Findings of Fact recommended above by the Staff and the following additional conditions:**
  - O. Additional landscaping shall be installed on the median east of the truck parking spaces.**
  - P. Signage shall be posted indicating truck idling is prohibited between the hours of 10:00 pm and 6:00 am.**
4. The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on **September 1, 2020. The Committee forwarded the petition on to the Village Board for a final vote.**
5. The Ordinance with Exhibits is attached for your reference.

/attachments1

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ORDINANCE 2020 - \_\_\_\_\_

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE TITLE 10 ZONING TO DEFINE AND REGULATE TRUCK STOP ESTABLISHMENTS, APPROVING A SITE PLAN, GRANTING SPECIAL USE PERMITS AND GRANTING A VARIATION FOR TRUE NORTH**

---

**WHEREAS**, Bluff City LLC is the owner of Lot 4 of the Southwind Business Park zoned PD (Planned Development), located at the southeast corner of W. Bartlett Road and Route 25 in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the “Subject Property”; and

**WHEREAS**, Ordinance 2009-27 An Ordinance Approving the Third Amended Annexation Agreement for Bluff City’s South Business Park Property specifies that the Planned Development Zoning District in which the Subject Property is located, allows the permitted uses and special uses as specified in the B-4 Community Shopping Zoning District as set forth in the Bartlett Zoning Ordinance;

**WHEREAS**, Lindsay Lyden on behalf of True North Energy LLC (the “Petitioner”), has filed a petition (the “Petition”) for (1) text amendments to (i) define “truck stop establishments” and (ii) to add “truck stop establishments” to the Special Use list in the B-4 Community Shopping Zoning District (collectively the “Text Amendments”), (2) site plan approval, (3) special use permits to allow (a) an automobile service station, (b) a truck stop establishment, (c) package liquor sales and (d) outdoor sales (collectively the “Special Use Permits”), and (4) a variation to reduce the number of trees required in the

interior parkway (W. Bartlett Road and Route 25) (the "Variation") on the Subject Property;  
and

**WHEREAS**, the owner of the Subject Property, Bluff City LLC has consented to the Petition of True North Energy LLC; and

**WHEREAS**, the Bartlett Plan Commission reviewed the Petition with respect to the Site Plan and conducted the required public hearing with respect to the Special Use Permits on the Subject Property at its meeting on August 13, 2020 (Case #20-03) and has recommended to the Corporate Authorities that the Site Plan (hereinafter defined) be approved and the Special Use Permits to allow (a) an automobile service station, (b) a truck stop establishment, (c) package liquor sales and (d) outdoor sales, be granted, subject to the conditions and findings of fact set forth in its report; and;

**WHEREAS**, the Bartlett Zoning Board of Appeals conducted a public hearing at its meeting on August 6, 2020 with respect to the Petition for the Text Amendments, and the Variation to reduce the number of trees required in the interior parkway (W. Bartlett Road and Route 25), and has recommended to the Corporate Authorities that the Text Amendments be adopted and the Variation be granted, subject to the findings of fact outlined in its report; and

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to approve of the Site Plan and grant the Special Use Permits recommended by

the Plan Commission based on its findings of fact and conditions set forth in its report and the conditions set forth in Sections Three, Four, Five and Nine of this Ordinance; and

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to adopt the Text Amendments and grant the Variation recommended by the Zoning Board of Appeals based on the findings of fact set forth in Section Seven of this Ordinance;

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

**SECTION ONE:** That Section 10 of the Bartlett Municipal Code, entitled "ZONING" is hereby amended to add the following use, in alphabetical order to Section 10-2-2 entitled, "DEFINITIONS":

TRUCK STOP ESTABLISHMENT: A facility (i) that is at least a 3-acre facility with a convenience store, (ii) with separate diesel islands for fueling commercial motor vehicles, (iii) that sells at retail more than 10,000 gallons of diesel or biodiesel fuel per month, and (iv) with parking spaces for commercial motor vehicles as defined in Section 18b-101 of the Illinois Vehicle Code. The requirement of item (iii) of this paragraph may be met by showing that estimated future sales or past sales average at least 10,000 gallons per month

**SECTION TWO:** That Section 10 of the Bartlett Municipal Code, entitled "ZONING" is hereby amended to add the following use, in alphabetical order to Section 10-6D-4 entitled, "Special Uses":

Truck stop establishments

**SECTION THREE:** That based in part on the conditions set forth in Section Nine of this Ordinance, the Corporate Authorities do hereby make the following findings of fact with respect to the Site Plan (hereinafter defined) for True North:

- A. That the proposed automobile service station, truck stop establishment, packaged liquor sales and outdoor sales are special uses in the B-4 Community Shopping Zoning District making them special uses in the PD Planned Development Zoning District applicable to the Subject Property;
- B. That the proposed building, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
- C. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
- D. That the Site Plan (hereinafter defined) provides for the safe movement of pedestrians within the site;
- E. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements.)
- F. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

**SECTION FOUR:** That the site plan prepared by RTM Engineering Consultants, dated January 22, 2020 and last revised August 21, 2020, attached hereto as **Exhibit B**; the Building Elevations, prepared by F.A. Ross Architects dated March 15, 2020 (the "Elevations") attached hereto as **Exhibit C**; the Landscape Plan prepared by Design

Perspectives Inc., dated April 10, 2020 and last revised August 25, 2020 (the "Landscape Plans") attached hereto as **Exhibit D**; which Exhibits B, C, and D are expressly made a part of this Ordinance by this reference and are collectively defined and referred to as the "Site Plan", are hereby approved, subject to the findings of fact and conditions set forth in Sections Three, Five, Seven and Nine of this Ordinance.

**SECTION FIVE:** That based in part on the conditions set forth in Section Nine of this Ordinance, the Corporate Authorities do hereby make the following findings of fact pertaining to the Special Use Permits on the Subject Property:

- A. The proposed Special Uses are desirable to provide uses which are in the interest of public convenience and will contribute to the general welfare of the community;
- B. That the proposed Special Uses 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;
- C. That the Special Uses shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees by the passage of this Ordinance.

**SECTION SIX:** That the Special Use Permits to allow (a) an automobile service station, (b) a truck stop establishment, (c) package liquor sales and (d) outdoor sales are hereby granted, subject to the findings of fact and the conditions set forth in Sections Five and Nine of this Ordinance.

**SECTION SEVEN:** The Corporate Authorities do hereby make the following findings of fact pertaining to the Variation on the Subject Property based in part on the conditions set forth in Section Nine of this Ordinance:

- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the zoning regulations were carried out.
- B. That conditions upon which the petition for the Variation is based are unique to the Subject Property for which the Variation is sought and are not applicable, generally, to other property within the same zoning classification.
- C. That the purpose of the Variation is not based exclusively upon a desire to make money out of the Subject Property.
- D. That the alleged difficulty or hardship is caused by the provision of the Zoning Ordinance and has not been created by any person presently having an interest in the Subject Property.
- E. That the granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the Subject Property is located.
- F. That the proposed Variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
- G. That the granting of the Variation requested will not confer on the applicant any special privilege that is denied by the provisions of the Zoning Ordinance to other lands, structures or buildings in the same district.

**SECTION EIGHT:** That the Variation to reduce the number of trees required in the interior parkway (W. Bartlett Road and Route 25) is hereby granted subject to the findings of fact and conditions set forth in Sections Seven and Nine of this Ordinance.

**SECTION NINE:** The Site Plan approved in Section Four, the Special Use Permits granted in Section Six and the Variation granted in Section Eight of this Ordinance, are based upon and are hereby made contingent upon the satisfaction of the following conditions:

- A. Building permits shall be required for all construction activities;
- B. The posts for the fuel canopies shall be wrapped with the same brick materials to match the convenience store building;
- C. Staff approval of the Photometric and Sign Plans;
- D. The landscaping along W. Bartlett Road shall include three (3) small deciduous trees and two (2) large deciduous trees in addition to the other required plantings;
- E. Village Engineer approval of the Engineering Plans;
- F. Signage shall be reviewed and approved separately by the Planning and Development Services Department in accordance with the Sign Ordinance;
- G. Kane County Highway approval of the permit for the curb cut on W. Bartlett Road;
- H. A 50-cent per square foot Municipal Building Donation is required and due upon the issuance of a building permit;
- I. Landscaping must be installed within one year of the issuance of a building permit;
- J. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to Planning & Development Services Department for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;
- K. The western curb cut on Benchmark Lane shall be redesigned to include a non-mountable barrier median to prevent vehicles from making a left turn movement entering the site at this location;
- L. Additional landscaping shall be installed on the median east of the truck parking spaces and approved by the Planning & Development

Services Department.

M. Signage shall be posted indicating truck idling is prohibited between the hours of 10:00 pm and 6:00 am.

**SECTION TEN:** The violation of any of the above conditions shall be cause for the revocation of the approval of the Site Plan, and the grant of the Special Use Permits and the Variation approved by this Ordinance.

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** September 15, 2020

**APPROVED:** September 15, 2020

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

**ATTEST:**

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

#### **CERTIFICATION**

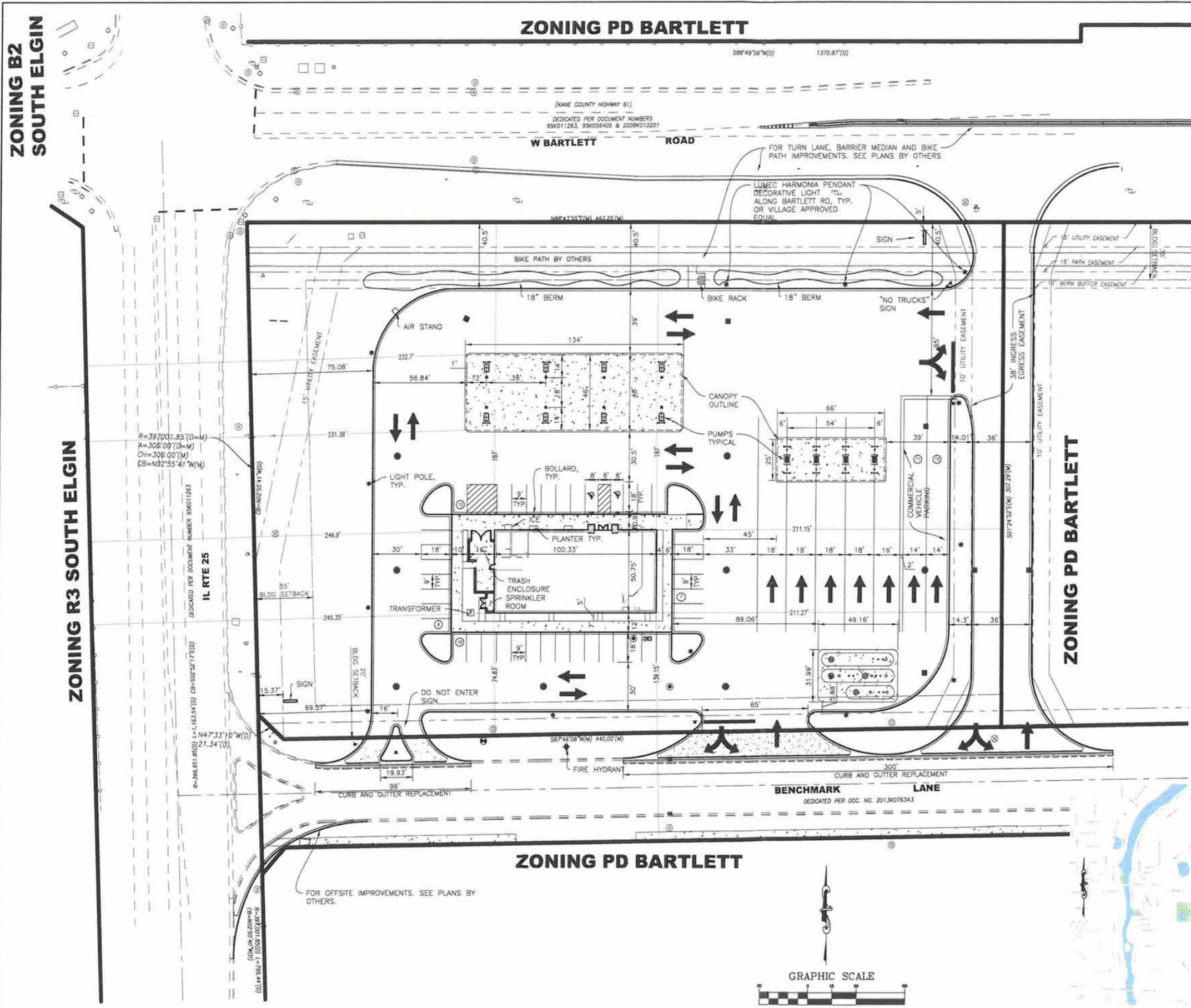
I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2020- \_\_\_\_\_ enacted on September 15, 2020 and approved on September 15, 2020, as the same appears from the official records of the Village of Bartlett.

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

## LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 36; THENCE SOUTH 88 DEGREES 49 MINUTES 56 SECONDS WEST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), 1370.87 FEET, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 36 TO THE CENTER LINE OF ILLINOIS ROUTE 25; THENCE SOUTHERLY ALONG THE CENTERLINE OF ILLINOIS ROUTE 25 ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 396,951.85 FEET, AN ARC LENGTH OF 1163.54 FEET WITH A CHORD BEARING SOUTH 02 DEGREES 52 MINUTES 17 SECONDS EAST; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 50.05 FEET TO A POINT 50.00 FEET EAST OF THE CENTERLINE OF ILLINOIS ROUTE 25; THENCE NORTHERLY PARALLEL WITH THE CENTERLINE OF ILLINOIS ROUTE 25 ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 397,001.85 FEET, AN ARC LENGTH OF 799.44 FEET, WITH A CHORD BEARING NORTH 02 DEGREES 50 MINUTES 40 SECONDS WEST TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE EASTERLY LINE OF ILLINOIS ROUTE 25 ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 397,001.85 FEET, AN ARC LENGTH OF 300.00 FEET AND A CHORD BEARING NORTH 02 DEGREES 55 MINUTES 27 SECONDS WEST TO THE SOUTH LINE OF WEST BARTLETT ROAD RECORDED FEBRUARY 7, 2008 AS DOCUMENT 2008K010201; THENCE NORTH 88 DEGREES 44 MINUTES 05 SECONDS EAST, A DISTANCE OF 463.33 FEET ALONG SAID SOUTH LINE OF WEST BARTLETT ROAD; THENCE SOUTH 01 DEGREES 23 MINUTES 58 SECONDS EAST, A DISTANCE OF 307.41 FEET TO THE NORTH LINE OF BENCHMARK LANE RECORDED OCTOBER 25, 2013 AS DOCUMENT 2013K076343; THENCE SOUTH 87 DEGREES 47 MINUTES 44 SECONDS WEST, A DISTANCE OF 440.00 FEET ALONG SAID NORTH LINE OF BENCHMARK LANE; THENCE NORTH 47 DEGREES 33 MINUTES 10 SECONDS WEST, A DISTANCE OF 21.34 FEET ALONG THE NORTHERLY LINE OF SAID BENCHMARK LANE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

This property is located at the southeast corner of W. Bartlett Road and Route 25 in Bartlett, Illinois. The property is part of Permanent Index Number: 06-36-400-043.



**AREA SUMMARY**

TOTAL AREA	=	142,722 SF
PERVIOUS AREA	=	41,641 SF
IMPERVIOUS AREA	=	101,081 SF

**PARKING SUMMARY**

	REQ'D.	PROP.
REGULAR STALLS (9'X18')	16	40
HANDICAP STALLS (16'X18')	1	2
TOTAL	17	42

**SITE DATA TABLE**

NUMBER OF PUMPS	12
NUMBER OF VACUUMS	1
MEAN HEIGHT OF THE BUILDING	
NUMBER OF EMPLOYEES	3
CUSTOMER FLOOR AREA	3,000 SF

**PARKING CALCULATION**

- RETAIL: 200 SQUARE FEET OF CUSTOMER FLOOR AREA
- AUTOMOBILE SERVICE STATION:
- 2 PARKING SPACES FOR EACH ISLAND OF PUMPS AND
- 1 PARKING SPACE FOR EACH 2 EMPLOYEES

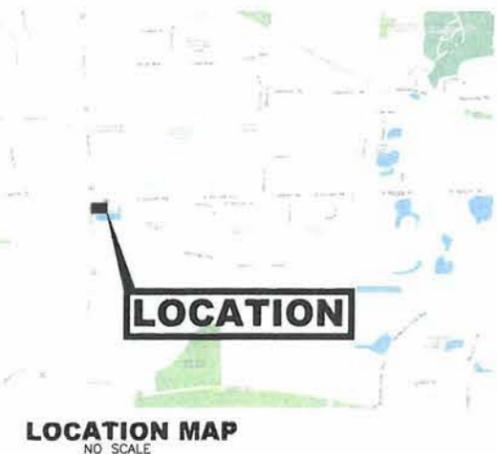
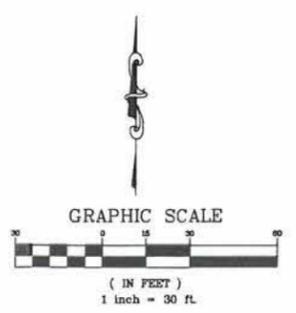
No.	DATE	DESCRIPTION
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1	04/10/20	PER STAFF REVIEW
2	06/19/20	PER STAFF REVIEW
3	07/29/20	PER STAFF REVIEW
4	08/21/20	PER VILLAGE

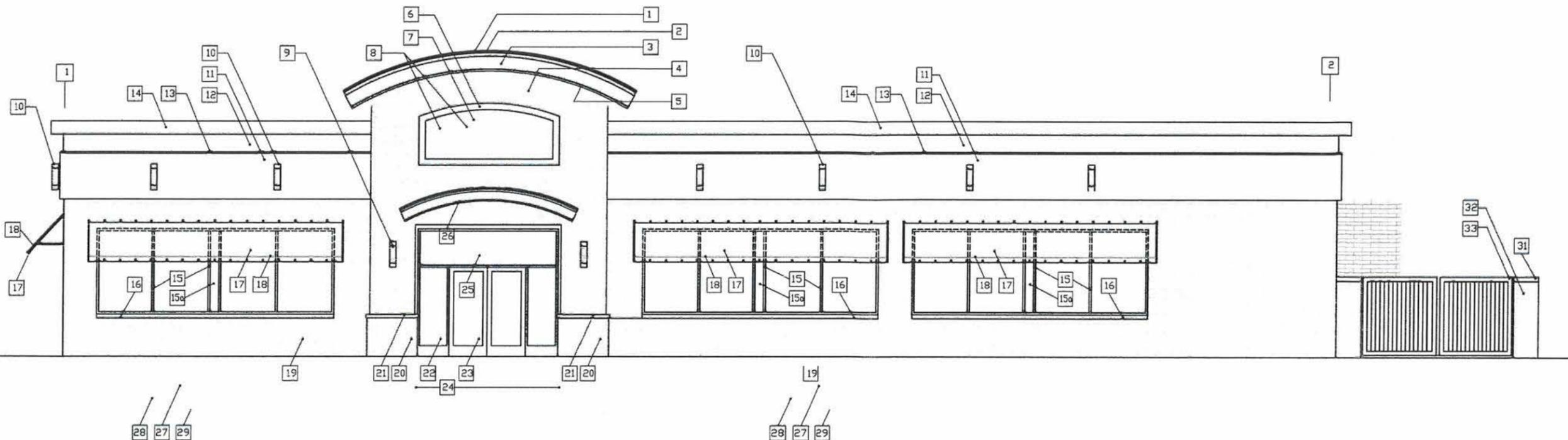


**SITE PLAN**

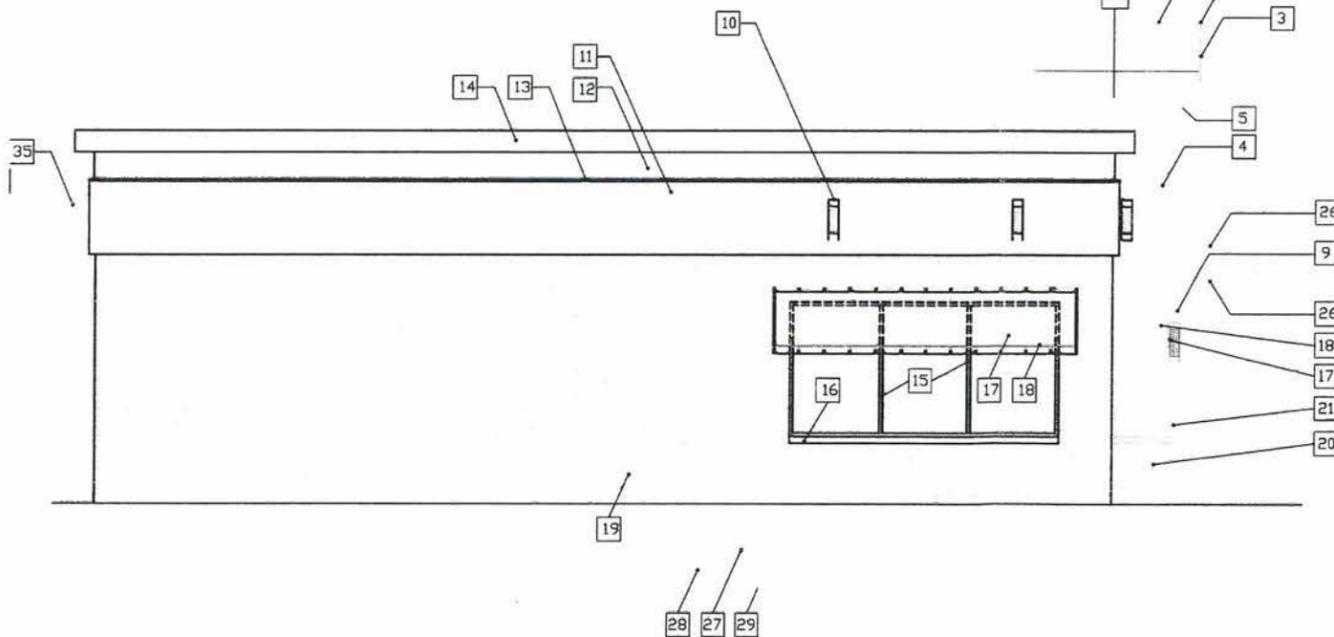
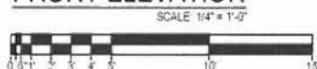
PROJECT NAME  
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W BARTLETT RD  
BARTLETT, IL

PROJECT No.  
19.TN.C04  
SHEET No.  
SP1  
OF 1 SHEETS

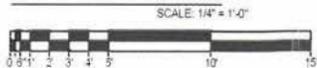




FRONT ELEVATION



LEFT ELEVATION



BUILDING MATERIAL COLORS	
ALL EIFS MATERIALS EIFS COLOR: SAND DRYVIT COLOR 481 CLAY	
ALL FINISH ALUMINUM (except window frames) FASCIA, SOFFIT, COPING, DOWNSPOUT AND CONDUCTOR HEAD & MISC TRIM TO BE DARK BRONZE. SUBMIT SAMPLE TO OWNER	
MASONRY MATERIAL 12" HALF HIGH THRU WALL UNIT, 4" X 16" L X 12" T IN RUNNING BOND. SPEC-BRIK IN SYRACUSE BLEND OBERFELDS	
STONE ON ENTRY ELDORADO STACKED STONE IN DRY CREEK. STONE 4" H AND LENGTHS VARYING IN 8", 12", 20"	
DECORATIVE WALL SCONCE LIGHTS BESA LIGHTING. SCONCE WITH OPAL MATTE GLASS SHADE. METAL ACCENT IN BRONZE 6" W X 24" H X 7" D	
WALL PACK LIGHT (S OTHER) BRONZE COLOR	
WINDOW / DOOR FRAME DOUBLE THERMALLY BROKEN BRONZE ANODIZED FRAMES (or bronze kynar coating) w/ INSULATED GLASS WITH LOW EMISSIVITY COATING ON THE NUMBER 2 SURFACE. KAWNEER No. 40 DARK BRONZE PANELS THAT ARE OPAQUE, COLOR BLACK TO MATCH APPEARANCE OF VIEWABLE GLASS	
ROOF ROOF MEMBRANE EPDM FULLY ADHERED ROOF COPING TO MATCH ADJACENT BRONZE METAL COLOR	
WINDOW AWNING SIZE ABOVE WINDOWS SHALL HAVE A VERTICAL HEIGHT OF 36" AND A HORIZONTAL PROJECTION FROM THE WALL OF 36" <i>(The awning above the door entry projects 45" from the wall)</i>	
SNOW PROTECTION ALL AWNINGS SHALL HAVE A SNOW RETENTION BAR	
AWNINGS COLORS STANDING SEAM SLOPED METAL AWNING ABOVE WINDOWS IN MATCHING DARK BRONZE COLOR, FRAMES IN SAME COLOR CURVED AWNING ABOVE ENTRY DOOR IN DARK BRONZE COLOR, FRAMES IN SAME COLOR AWNINGS BY OTHERS	
GENERAL CONTRACTOR MUST MAIL A COLOR CHIP OF DARK BRONZE COLOR TO AWNING CO. FOR A COLOR MATCH	
REAR DOOR AND FRAME PAINT COLOR TO MATCH GLEN GERY BRICK COLOR (or whatever brick is selected)	
DUMPSTER GATE COMPOSITE MATERIAL, SCRATCH AND DENT RESISTANT. TREX DECKING COLOR "ROPE SWING"	
SIGNAGE ABOVE THE DOOR THE SIGNAGE COLOR AND GRAPHICS WILL BE SUBMITTED TO THE LOCAL AUTHORITIES IN THE PROCESS OF SUBMITTING FOR A SIGN PERMIT SIGNAGE COMPASS LOGO, 2'-5" H X 2'-3 5/8" W FOLLOWED BY TEXT LETTERS TRUEORTH, 3 1/4" X 1 1/4" X 5'-10 1/2" WIDE LOGO TO HAVE SATIN ACRYLIC POLYURETHANE FINISH WITH LETTER FACES/RETURNS TO BE PMS#334 GREEN. LOGO FACE DIGITALLY PRINTED APPLIED FIRST SURFACE WITH PROTECTIVE CLEAR COAT	

X CODE NOTES ELEVATIONS	
1	STANDING SEAM METAL ROOF. CUSTOM CURVED ATOP SEGMENTAL ARCH AT ENTRY
2	CUSTOM ALUM. DRIP EDGE ALONG SIDE EDGE OF CUSTOM CURVED ARCH ATOP ENTRY
3	CUSTOM CURVED ALUM. FASCIA AT THE CUSTOM CURVED ARCH ATOP ENTRY
4	ADHERED TYPE STONE. REFER TO SPECIFICATIONS & SECTIONS
5	CUSTOM CURVED ALUM. "F" MOULD CHANNEL AT EACH END OF ENTRY AND STANDARD LINEAR SOFFIT PANELS SET IN ALONG THE RADIUS
6	FRAMED EDGE OF EIFS TO CREATE THE SIGN PANEL RECESS
7	BACK SURFACE OF EIFS TO CREATE THE SIGN PANEL RECESS. (concealed can light)
8	NON-ILLUMINATED (not internally) SIGN by OWNER (external can light shines on sign)
9	ENTRY WALL SCONCE. REFER TO LIGHTING PLAN.
10	MAIN WALL SCONCE. REFER TO LIGHTING PLAN.
11	EIFS WALL SURFACE. REFER TO WALL SECTIONS.
12	ALUMINUM WALL SURFACE. REFER TO WALL SECTIONS.
13	ALUMINUM FLASHING AT TRANSITION BETWEEN EIFS AND ALUM. SURFACES REFER TO WALL SECTIONS.
14	OVERHEAD ALUMINUM FASCIA AT THE PARAPET. REFER TO WALL SECTIONS.
15	BRONZE ANODIZED THERMALLY BROKEN WINDOW FRAME AND INSULATION GLASS. REFER TO WALL SECTIONS. THE OWNER MAY ELECT TO HAVE A BRONZE COLOR KYNAR COATING.
16	LIMESTONE WINDOW SILL
17	CUSTOM MADE STANDING SEAM METAL CANOPY ATOP WINDOW. REFER TO MFG. SHOP DRAWINGS.
18	SNOW AND ICE RETENTION BAR BUILT INTO THE AWNING.
19	12" HALF HIGH THRU WALL UNIT, 4" X 16" L X 12" T IN RUNNING BOND. SPEC-BRIK IN SYRACUSE BLEND OBERFELDS
20	12" HALF HIGH THRU WALL UNIT, 4" X 16" L X 12" T IN RUNNING BOND. SPEC-BRIK IN SYRACUSE BLEND OBERFELDS

21	LIMESTONE SILL BETWEEN THE BRICK AT THE ENTRY BASE AND THE STONE ABOVE
22	BRONZE ANODIZED THERMALLY BROKEN DOOR FRAME AND SIDELITE INSULATION GLASS. REFER TO WALL SECTIONS
23	BRONZE ANODIZED DOUBLE ENTRY DOOR. REFER TO DOOR SCHEDULE
24	REINFORCED FOUNDATION FOR THE ENTRY STRUCTURE
25	BRONZE ANODIZED TRANSOM FRAME AND GLASS. REFER TO DOOR SCHEDULE
26	CUSTOM ARCHED CANOPY ATOP THE ENTRY DOOR. REFER TO CANOPY SHOP DRAWINGS
27	REINFORCED CONCRETE FOUNDATION WALL. REFER TO FOUND. PLANS AND SECTIONS AND SCHEDULES
28	TOP OF FOUNDATION FOUNDATION PLAN FOR ELEV.
29	BOTTOM OF FOUNDATION. REFER TO FOUNDATION PLAN FOR ELEV.
30	THIS NOTE HAS BEEN DELETED
31	LIMESTONE SILL
32	DUMPSTER WALL. REFER TO WALL SECTION No. 3
33	COMPOSITE MATERIAL, SCRATCH AND DENT RESISTANT. COLOR TO COMPLEMENT BRICK COLOR
34	OPENING IN DUMPSTER FOR MAN DOOR
35	ALUMINUM DOWNSPOUT. REFER TO THE SECTION PAGE WITH DETAILS AND ALSO REFER TO ROOF PLAN.
36	ALUMINUM CONDUCTOR HEAD. REFER TO THE SECTION PAGE WITH DETAILS AND ALSO REFER TO ROOF PLAN.
37	MEMBRANE LINED SCUPPER OPENING ATOP THE CONDUCTOR HEAD AND ALSO TO SERVE AS AN EMERG. OVERFLOW. ALSO REFER TO ROOF PLAN.
38	MEMBRANE LINED PARAPET OPENING IN THE LOCATION AS SHOWN FOR ROOF ACCESS. ALSO REFER TO THE ROOF PLAN.
39	BACKSIDE OF THE ENTRY STRUCTURE. LINE WITH MEMBRANE



Expires: 11-30-2020  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Subject to review in accordance with the Illinois Architecture Practice Act of 1989 (225 ILCS 305.16).  
Expiration date is subject to review in the current registration cycle.

The information contained on these drawings is the property of F.A. Ross Architects. These drawings may not be disseminated or used in any way without the written consent of Frank A. Ross. Frank A. Ross is a sole prop. of Frank A. Ross arch.

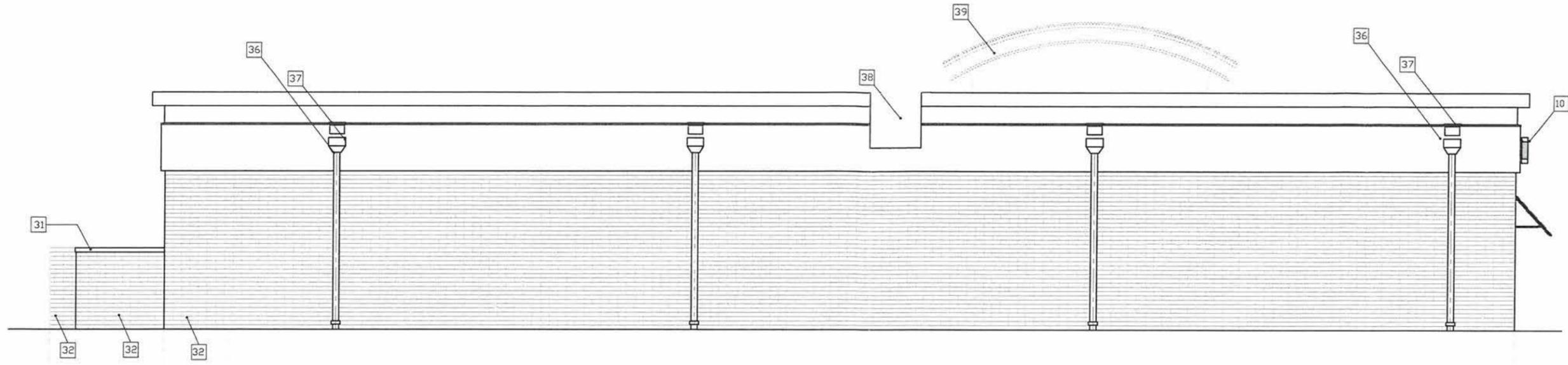


F. A. Ross - Architects  
P.O. BOX 5073  
NEW CASTLE, PA 16105  
PHONE: (724) 658-7886  
FAX: (724) 658-7892

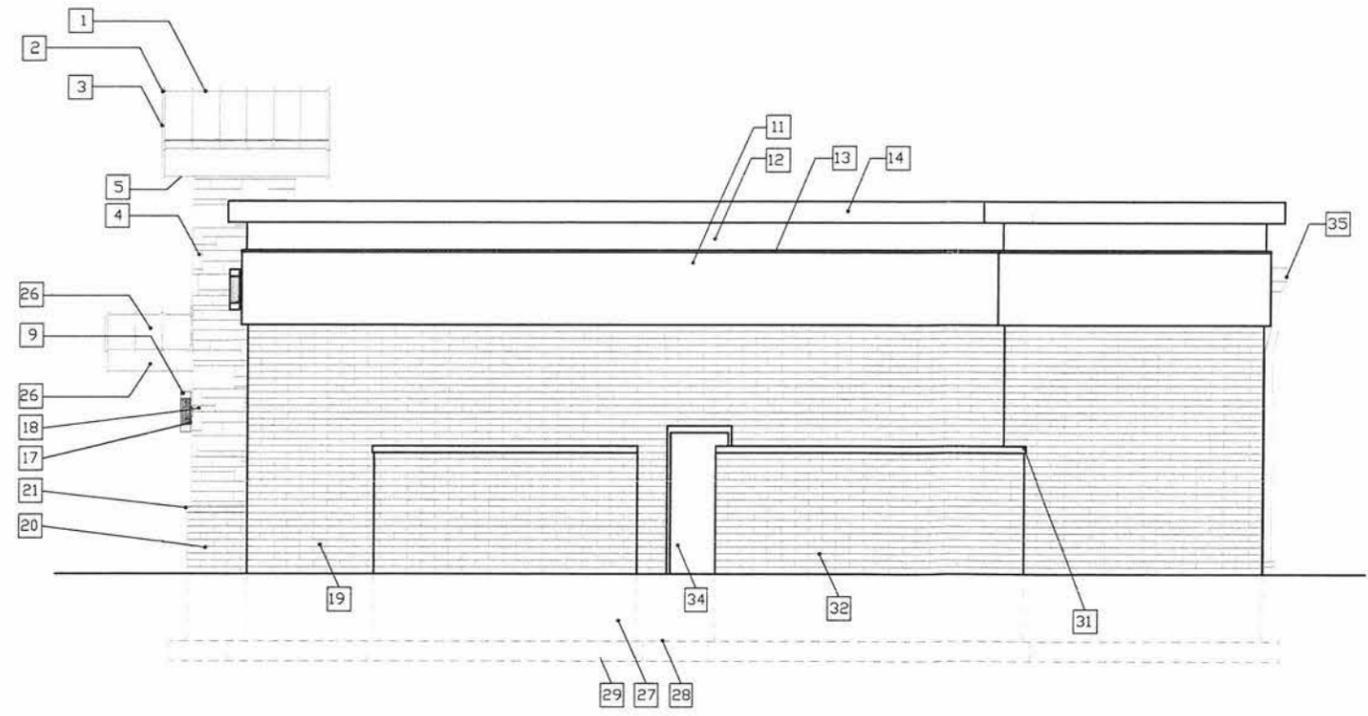
Owner: Front & Side Elevation materials & notes  
Project: Truworth  
Location: Bartlett, Illinois

Date: 3-15-20  
Project number: TN  
Sheet:

A-401



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



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



**BUILDING MATERIAL COLORS**

<b>ALL EIFS MATERIALS</b> EIFS COLOR: BAND DRYVIT COLOR 481 CLAY
<b>ALL FINISH ALUMINUM (except window frames)</b> FASCIA, SOFFIT, COPING, DOWNSPOUT AND CONDUCTOR HEAD & MISC. TRIM TO BE DARK BRONZE. SUBMIT SAMPLE TO OWNER
<b>MASONRY MATERIAL</b> 12" HALF HIGH THRU WALL UNIT, 4" H X 16" L X 12" T IN RUNNING BOND. SPEC-BRIK IN SYRACUSE BLEND OBERFIELDS.
<b>STONE ON ENTRY</b> ELDORADO STACKED STONE IN DRY CREEK STONE 4" H AND LENGTHS VARYING IN 8", 12", 20"
<b>DECORATIVE WALL SCONCE LIGHTS</b> BESA LIGHTING, SCONCE WITH OPAL MATTE GLASS SHADE, METAL ACCENT IN BRONZE 6" W X 24" H X 7" D
<b>WALL PACK LIGHT (&amp; OTHER)</b> BRONZE COLOR
<b>WINDOW / DOOR FRAME</b> DOUBLE THERMALLY BROKEN BRONZE ANODIZED FRAMES (or bronze kynar coating) w/1" INSULATED GLASS WITH LOW EMISSIVITY COATING ON THE NUMBER 2 SURFACE, KAWNEER No. 40 DARK BRONZE PANES THAT ARE OPAQUE, COLOR BLACK TO MATCH APPEARANCE OF VIEWABLE GLASS
<b>ROOF ROOF MEMBRANE</b> EPDM FULLY ADHERED ROOF COPING TO MATCH ADJACENT BRONZE METAL COLOR.
<b>WINDOW AWNING SIZE</b> ABOVE WINDOWS SHALL HAVE A VERTICAL HEIGHT OF 36" AND A HORIZONTAL PROJECTION FROM THE WALL OF 36"  (The awning above the door entry projects 48" from the wall)
<b>SNOW PROTECTION</b> ALL AWNINGS SHALL HAVE A SNOW RETENTION BAR.
<b>AWNING COLORS</b> STANDING SEAM SLOPED METAL AWNING ABOVE WINDOWS IN MATCHING DARK BRONZE COLOR, FRAMES IN SAME COLOR CURVED AWNING ABOVE ENTRY DOOR IN DARK BRONZE COLOR, FRAMES IN SAME COLOR AWNINGS BY OTHERS GENERAL CONTRACTOR MUST MAIL A COLOR CHIP OF DARK BRONZE COLOR TO AWNING CO. FOR A COLOR MATCH.
<b>REAR DOOR AND FRAME</b> PAINT COLOR TO MATCH GLEN GERY BRICK COLOR (or whatever brick is selected)
<b>DUMPSTER GATE</b> COMPOSITE MATERIAL, SCRATCH AND DENT RESISTANT, TREX DECKING COLOR 'ROPE SWING'
<b>SIGNAGE ABOVE THE DOOR</b> THE SIGNAGE COLOR AND GRAPHICS WILL BE SUBMITTED TO THE LOCAL AUTHORITIES IN THE PROCESS OF SUBMITTING FOR A SIGN PERMIT. SIGNAGE COMPASS LOGO, 2'-6" H X 2'-3 5/8" W FOLLOWED BY TEXT LETTERS TRUENORTH, 8 1/4" X 11" H X 5'-10 1/2" WIDE LOGO TO HAVE SATIN ACRYLIC POLYURETHANE FINISH WITH LETTER FACES/RETURNS TO BE PMS#334 GREEN, LOGO FACE DIGITALLY PRINTED APPLIED FIRST SURFACE WITH PROTECTIVE CLEAR COAT

**X CODE NOTES ELEVATIONS**

- 1 STANDING SEAM METAL ROOF, CUSTOM CURVED ATOP SEGMENTAL ARCH AT ENTRY.
- 2 CUSTOM ALUM. DRIP EDGE ALONG SIDE EDGE OF CUSTOM CURVED ARCH ATOP ENTRY.
- 3 CUSTOM CURVED ALUM. FASCIA AT THE CUSTOM CURVED ARCH ATOP ENTRY.
- 4 ADHERED TYPE STONE. REFER TO SPECIFICATIONS & SECTIONS
- 5 CUSTOM CURVED ALUM. "F" MOULD CHANNEL AT EACH END OF ENTRY AND STANDARD LINEAR SOFFIT PANELS SET IN ALONG THE RADIUS.
- 6 FRAMED EDGE OF EIFS TO CREATE THE SIGN PANEL RECESS.
- 7 BACK SURFACE OF EIFS TO CREATE THE SIGN PANEL RECESS. (concealed can light)
- 8 NON-ILLUMINATED (not internally) SIGN by OWNER (external can light shines on sign)
- 9 ENTRY WALL SCONCE, REFER TO LIGHTING PLAN.
- 10 MAIN WALL SCONCE, REFER TO LIGHTING PLAN.
- 11 EIFS WALL SURFACE, REFER TO WALL SECTIONS.
- 12 ALUMINUM WALL SURFACE, REFER TO WALL SECTIONS.
- 13 ALUMINUM FLASHING AT TRANSITION BETWEEN EIFS AND ALUM. SURFACES REFER TO WALL SECTIONS.
- 14 OVERHEAD ALUMINUM FASCIA AT THE PARAPET, REFER TO WALL SECTIONS.
- 15 BRONZE ANODIZED THERMALLY BROKEN WINDOW FRAME AND INSULATION GLASS REFER TO WALL SECTIONS.  
THE OWNER MAY ELECT TO HAVE A BRONZE COLOR KYNAR COATING.
- 16 LIMESTONE WINDOW SILL
- 17 CUSTOM MADE STANDING SEAM METAL CANOPY ATOP WINDOW, REFER TO MFG. SHOP DRAWINGS.
- 18 SNOW AND ICE RETENTION BAR BUILT INTO THE AWNING.
- 19 12" HALF HIGH THRU WALL UNIT, 4" H X 16" L X 12" T IN RUNNING BOND. SPEC-BRIK IN SYRACUSE BLEND OBERFIELDS.
- 20 12" HALF HIGH THRU WALL UNIT, 4" H X 16" L X 12" T IN RUNNING BOND. SPEC-BRIK IN SYRACUSE BLEND OBERFIELDS.

- 21 LIMESTONE SILL BETWEEN THE BRICK AT THE ENTRY BASE AND THE STONE ABOVE.
- 22 BRONZE ANODIZED THERMALLY BROKEN DOOR FRAME AND SIDELITE INSULATION GLASS, REFER TO WALL SECTIONS.
- 23 BRONZE ANODIZED DOUBLE ENTRY DOOR, REFER TO DOOR SCHEDULE.
- 24 REINFORCED FOUNDATION FOR THE ENTRY STRUCTURE.
- 25 BRONZE ANODIZED TRANSOM FRAME AND GLASS, REFER TO DOOR SCHEDULE
- 26 CUSTOM ARCHED CANOPY ATOP THE ENTRY DOOR, REFER TO CANOPY SHOP DRAWINGS.
- 27 REINFORCED CONCRETE FOUNDATION WALL, REFER TO FOUND. PLANS AND SECTIONS AND SCHEDULES.
- 28 TOP OF FOUNDATION, FOUNDATION PLAN FOR ELEV.
- 29 BOTTOM OF FOUNDATION, REFER TO FOUNDATION PLAN FOR ELEV.
- 30 THIS NOTE HAS BEEN DELETED.
- 31 LIMESTONE SILL.
- 32 DUMPSTER WALL, REFER TO WALL SECTION No.3
- 33 COMPOSITE MATERIAL, SCRATCH AND DENT RESISTANT, COLOR TO COMPLEMENT BRICK COLOR.
- 34 OPENING IN DUMPSTER FOR MAN DOOR
- 35 ALUMINUM DOWNSPOUT, REFER TO THE SECTION PAGE WITH DETAILS AND ALSO REFER TO ROOF PLAN.
- 36 ALUMINUM CONDUCTOR HEAD, REFER TO THE SECTION PAGE WITH DETAILS AND ALSO REFER TO ROOF PLAN.
- 37 MEMBRANE LINED SCUPPER OPENING ATOP THE CONDUCTOR HEAD AND ALSO TO SERVE AS AN EMERG. OVERFLOW, ALSO REFER TO ROOF PLAN.
- 38 MEMBRANE LINED PARAPET OPENING IN THE LOCATION AS SHOWN FOR ROOF ACCESS, ALSO REFER TO THE ROOF PLAN.
- 39 BACKSIDE OF THE ENTRY STRUCTURE, LINE WITH MEMBRANE.



signature: \_\_\_\_\_  
date: \_\_\_\_\_  
expires: 11-30-2027

Subject to renewal in accordance with the Illinois Architectural Practice Act of 1989 (225 ILCS 305.10) expiration date as listed references the current expiration date.

The information contained on these drawings are the sole property of F.A. Ross - Architects. These drawings may not be disseminated or used in any manner without the express written consent of F.A. Ross - Architects. Frank A. Ross is a sole prop. of Frank A. Ross arch.



**F. A. Ross - Architects**  
P.O. BOX 5079  
NEWCASTLE, PA 16105  
PHONE: (724) 656-7886  
FAX: (724) 656-7892

drawing materials & notes  
Project Truenorth  
Bartlett, Illinois

date: 1/9/2019  
project number: TN  
sheet:

# EXHIBIT D

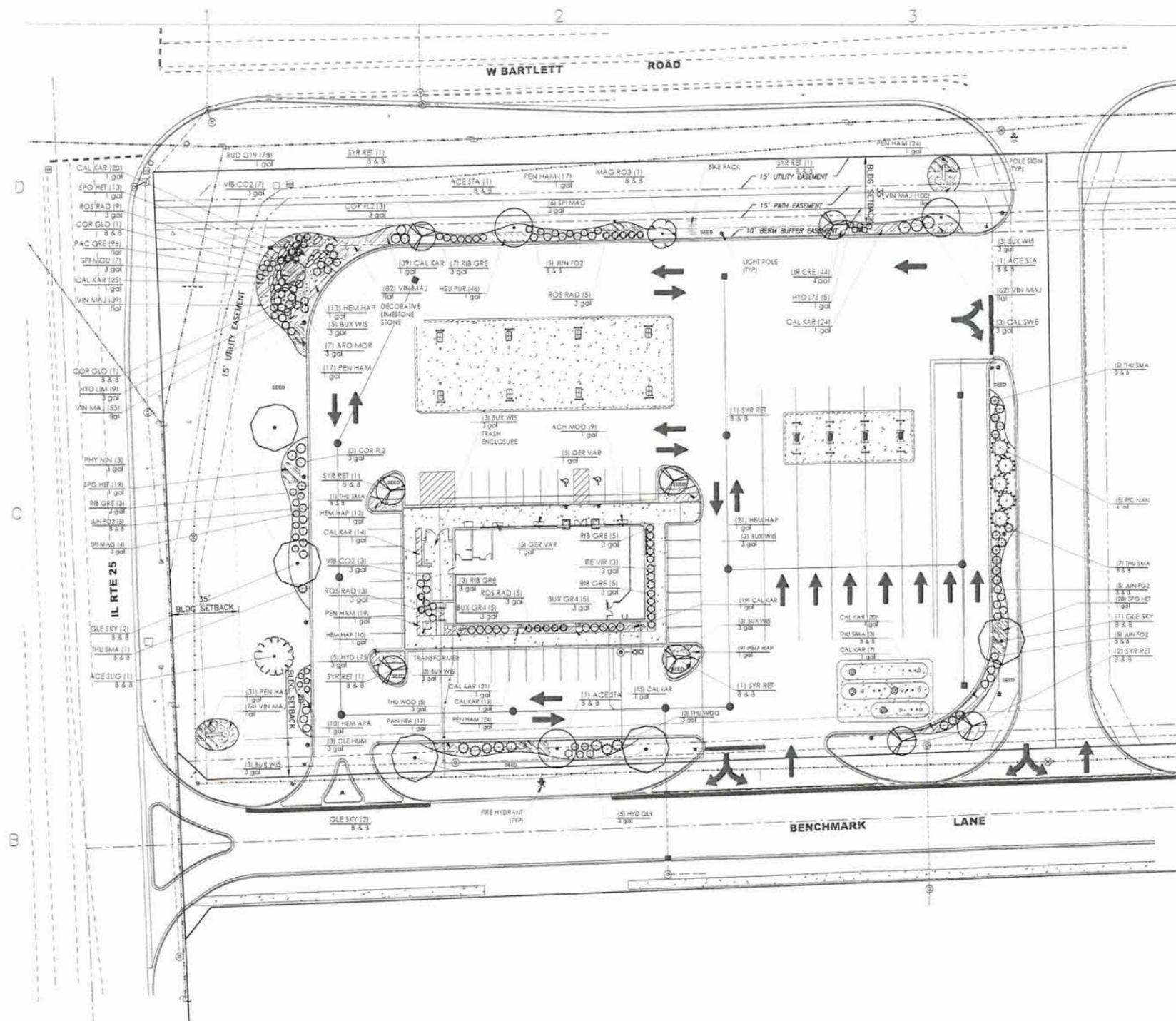
2019 TRUE NORTH  
BARTLETT  
BARTLETT, IL



1280 Iroquois Avenue  
Suite 110  
Naperville, Illinois 60563  
Telephone: (630) 428-3134  
Fax: (630) 428-3159  
www.design-perspectives.net

## PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	SIZE	QTY
ACE STA	Acer Miyabei 'State Street' / Miyabei Maple	8 & 8	2.5' Cal	3
ACE SUG	Acer saccharum / Sugar Maple	8 & 8	2.5' Cal	1
COR GLO	Cornus mas 'Golden Glory' / Golden Glory Cornelian Cherry	8 & 8	2.5' Cal	2
GLE SKY	Oledilia triacanthos 'Skyline' / Skyline Honey Locust	8 & 8	3' Cal	5
MAG RO3	Magnolia stellata 'Royal Star' / Royal Star Magnolia	8 & 8	2.5' Cal	1
PIC NAN	Picea amirica 'Nana' / Dwarf Serbian Spruce	8 & 8	4' HI.	5
SYR RET	Syngia reticulata / Japanese Tree Lilac	8 & 8	2.5' Cal	8
SHRUBS	BOTANICAL / COMMON NAME	CONT	HEIGHT	QTY
ARO MOR	Aronia melanocarpa 'Marion' TM / Iroquois Beauty Black Chokeberry	3 gal	18" H.	7
BUX WIS	Buxus microphylla 'Wintergreen' / Wintergreen Boxwood	3 gal	24" H.	23
BUX GR4	Buxus 'Green Mountain' / Boxwood	8 & 8	36" H.	10
CAL SWE	Calycanthus floridus / Sweet Shrub	3 gal	18" H.	3
CLE HUM	Clethra alnifolia 'Hummingbird' / Summersweet	3 gal	24" H.	3
COR FL2	Cornus sericea 'Flaviramea' / Yellow Twig Dogwood	3 gal	24" H.	6
HYD LIM	Hydrangea paniculata 'LimeLight' TM / LimeLight Hydrangea	3 gal	24" H.	9
HYD L75	Hydrangea paniculata 'Little Quick Fire' / Little Quick Fire Hydrangea	3 gal	24" H.	10
HYD QUI	Hydrangea paniculata 'Quick Fire' / Hydrangea	3 gal	36" H.	5
ITE VIR	Itea virginica 'Henry's Garnet' / Henry's Garnet Sweetspire	3 gal	36" H.	3
JUN FO2	Juniperus chinensis 'Sea Green' / Sea Green Juniper	8 & 8	36" H.	20
PHY WIN	Physocarpus opulifolius 'Summer Wine' / Summer Wine Honeysuckle	3 gal	24" H.	3
RIB GRE	Ribes alpinum 'Green Mound' / Green Mound Alpine Currant	3 gal	18" H.	23
ROS RAD	Rosa x 'Knockout' TM / Rose	3 gal	24" H.	22
SPI MAG	Spiraea japonica 'Magic Carpet' / Magic Carpet Spirea	3 gal	18" H.	10
SPI MOU	Spiraea x bumalda 'Goldmound' / Gold Mound Spirea	3 gal	18" H.	7
THU SMA	Thuja occidentalis 'Smaragd' / Emerald Green Arborvitae	8 & 8	4" H.	17
THU WOO	Thuja occidentalis 'Woodwardii' / Woodward Arborvitae	3 gal	36" H.	8
VIB CO2	Viburnum carlesii 'Compactum' / Korean Spice Viburnum	3 gal	24" H.	10
GROUND COVERS	BOTANICAL / COMMON NAME	CONT	SPACING	QTY
ACH MOO	Achillea x 'Moonshine' / Moonshine Yarrow	1 gal	12" o.c.	9
CAL KAR	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	1 gal	24" o.c.	142
GER VAR	Geranium sanguineum striatum / Bloody Cranesbill	1 gal	24" o.c.	6
HEM APA	Hemerocallis x 'Chicago Apache' / Chicago Apache Daylily	1 gal	24" o.c.	10
HEM HAP	Hemerocallis x 'Happy Returns' / Happy Returns Daylily	1 gal	24" o.c.	65
HEU PUR	Heuchera micrantha 'Palace Purple' / Palace Purple Coral Bells	1 gal	18" o.c.	46
LIR CRE	Liriope spicata / Creeping Lily Turf	4' pot	12" o.c.	44
PAC GRE	Pachysandra terminalis 'Green Carpet' / Japanese Spurge	flat	12" o.c.	96
PAN HEA	Panicum virgatum 'Heavy Metal' / Blue Switch Grass	1 gal	24" o.c.	17
PEN HAM	Pennisetum alopecuroides 'Hamel' / Hameln Dwarf Fountain Grass	1 gal	24" o.c.	129
RUD G19	Rudbeckia fulgida 'Goldstrum' / Coneflower	1 gal	12" o.c.	78
SPO HET	Sporobolus heterolepis / Prairie Dropseed	1 gal	24" o.c.	60
VIN MAJ	Vinca major / Periwinkle	flat	12" o.c.	411
SEED	Bluegrass, Rye and Fescue with Blanket	60,000 SF		



### Landscape Notes:

1. Tree branching shall start no less than six feet (6') above the pavement measured from pavement level.
2. To insure visibility, shrubs and ornamental grasses shall not exceed a mature height of thirty inches (30") above pavement on landscape islands at the end of parking rows.

SEAL:



DATE: 4/10/2020  
JOB NO.: 19-311Z  
DRAWN BY: CE  
CHECKED BY: TS

DRAWING TITLE:  
LANDSCAPE PLAN

SHEET NO.:  
LP-100

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# Agenda Item Executive Summary

Item Name    Eastfield Subdivision - Annexation Agreement    Committee or Board    Board

## BUDGET IMPACT

Amount:    N/A    Budgeted    N/A

List what fund    N/A

## EXECUTIVE SUMMARY

Attached is an Ordinance approving and directing the execution of the Annexation Agreement for the 14.971 acres located at the northwest corner of Petersdorf and Army Trail Roads. The Annexation Agreement pertains to the 0.996-acre property that is proposed to be dedicated to the Village for a future roadway as well as the development of the proposed 13.975-acre Eastfield Subdivision.

## ATTACHMENTS (PLEASE LIST)

PDS Memo, Ordinance, Annexation Agreement

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve *Ordinance #2020- \_\_\_\_\_ An Ordinance Approving and Directing the Execution of the Annexation Agreement Between FJH Properties LLC, Chicago Title Land Trust Company Trust No. 8002359484, Pulte Home Company LLC and the Village of Bartlett (Eastfield Subdivision)*
- Motion

Staff:    Roberta Grill, Planning & Dev Services Director    Date:    9/4/2020

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**20-126**

DATE: September 4, 2020  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta B. Grill, PDS Director   
RE: Eastfield Subdivision Annexation Agreement

---

Attached is an Ordinance approving and directing the execution of the Annexation Agreement for the proposed Eastfield Subdivision (Pulte). This Annexation Agreement is for the 13.975 acre property owned by FJH Properties LLC and the 0.996 acre property owned by Chicago Title Land Trust Company Trust No. 8002359484 located at the northwest corner of Petersdorf and Army Trail Roads.

The Ordinance and Annexation Agreement are attached for your review.

**RECOMMENDATION**

***Move to approve Ordinance #2020- \_\_\_\_\_ An Ordinance Approving and Directing the Execution of the Annexation Agreement Between FJH Properties LLC, Chicago Title Land Trust Company Trust No. 8002359484, Pulte Home Company LLC and the Village of Bartlett (Eastfield Subdivision)***

ORDINANCE 2020- \_\_\_\_\_

**AN ORDINANCE APPROVING AND DIRECTING THE  
EXECUTION OF THE ANNEXATION AGREEMENT BETWEEN FJH PROPERTIES  
LLC, CHICAGO TITLE LAND TRUST COMPANY TRUST NO. 8002359484, PULTE  
HOME COMPANY, LLC AND THE VILLAGE OF BARTLETT  
(EASTFIELD SUBDIVISION)**

---

**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 the Annexation Agreement dated September 15, 2020, between FJH Properties, LLC, Chicago Title Land Trust Company Not Personally But As Trustee Under A Trust Agreement Dated May 7, 2012 And Known As Trust No. 8002359484, Pulte Home Company, LLC, and the Village of Bartlett, a copy of which is appended hereto and expressly incorporated herein (the "Agreement"), is hereby approved.

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

**SECTION THREE:** That the Village Clerk is authorized and directed to cause a certified copy of this Ordinance and the attached Agreement to be recorded with the DuPage County Recorder.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED:** September 15, 2020

**APPROVED:** September 15, 2020

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

**ATTEST:**

\_\_\_\_\_  
Lorna Gilles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2020-\_\_\_\_enacted on September 15, 2020 and approved on September 15, 2020, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Gilles, Village Clerk

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

Patti A. Bernhard  
Rosanova & Whitaker, Ltd.  
127 Aurora Avenue  
Naperville, IL 60540

*This space reserved for Recorder's Office*

**ANNEXATION AGREEMENT**  
**Eastfield Subdivision**

On this \_\_\_\_ day of \_\_\_\_\_, 2020, this Annexation Agreement (hereinafter referred to as this “**Agreement**”) has been entered into by and between the **VILLAGE OF BARTLETT**, an Illinois municipal corporation of DuPage, Cook and Kane Counties, Illinois (the “**Village**”) by and through its Village President and Board of Trustees (hereinafter collectively referred to as the “**Corporate Authorities**”), **FJH PROPERTIES, LLC**, an Illinois limited liability company located at 29W660 Army Trail Road, Bartlett, Illinois 60103, its successors and assigns (the “**Owner**”), Chicago Title Land Trust Company Not Personally But As Trustee Under A Trust Agreement Dated May 7, 2012 And Known As Trust No. 8002359484 (“**Off-Site Roadway Owner**”); and Pulte Home Company, LLC, a Michigan limited liability company (“**Developer**”) (the Village, Owner, Off-Site Roadway Owner, and Developer are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”).

**RECITALS:**

Whereas, the Owner is the owner of record of that certain property consisting of approximately ±13.975 acres legally described in **Exhibit “A-1”** attached hereto and incorporated herein by reference under the heading “FJH PROPERTY”, and hereinafter referred to as the “**FJH Property**”; and

Whereas, the Off-Site Roadway Owner is the owner of record of that certain off-site property consisting of approximately ±0.996 acres legally described in **Exhibit “A-2”** attached hereto and incorporated herein by reference, and hereinafter referred to as the “**Off-Site Roadway Parcel**”; and

Whereas, the FJH Property and Off-Site Roadway Parcel (the FJH Property and the Off-Site Roadway Parcel may sometimes collectively be referred to as the “**Property**”) are presently contiguous to the corporate limits of the Village, and not within the corporate limits of any municipality, and have no electors residing thereon; and

Whereas, Developer as the contract purchaser intends to purchase the FJH Property and develop it pursuant to the Plans attached to or referenced in this Agreement, upon final approval

of the Annexation Agreement Ordinance, the Annexation Ordinance and the Approval Ordinance, as those terms are hereinafter defined; and

Whereas, the Off-Site Roadway Owner intends to annex and dedicate the Off-Site Roadway Parcel to the Village, and the Developer will construct road improvements thereon pursuant to the Final Engineering Plans which are incorporated herein by reference;

Whereas, the Village is a municipal corporation organized and existing under the laws of the State of Illinois; and

Whereas, the Owner has filed with the Village Clerk a petition for annexation of the FJH Property pursuant to the provisions of Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8), signed by the Owner of record of the FJH Property; and

Whereas, the Off-Site Roadway Owner has filed with the Village Clerk a petition for annexation of the Off-Site Roadway Parcel pursuant to the provisions of Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8), signed by the Owner of record of the Off-Site Roadway Parcel and a Plat of Dedication, seeking to dedicate the Off-Site Roadway Parcel to the Village; and

Whereas, the Owner desires that the FJH Property be annexed to the Village, and thereafter be developed pursuant to the terms and conditions set forth in this Agreement; and

Whereas the Off-Site Roadway Owner desires that the Off-Site Roadway Parcel be annexed to the Village and thereafter be dedicated to the Village; and

Whereas, Developer as the contract purchaser from the Owner, with the written consent granted by the Owner, has filed a petition or petitions with the Village for:

i. Rezoning of the FJH Property from ER-1 (Estate Residence) Zoning District upon its annexation to the Village to the SR-3 (Suburban Residence) Zoning District of the Village to construct 27 single-family dwelling units, expressly permitting the Owner's continued use of the FJH Property as farmland until the FJH Property is developed;

ii. Approval of a Preliminary/Final Plat of Subdivision of the FJH Property for a 29-lot subdivision;

iii. Amendment to the Future Land Use Plan from Mixed Use Business Park and Estate Residential to Suburban Residential; and

iv. Granting a Special Use Permit for Disturbing a Wetland on the Property.

(the foregoing requests are collectively referred to as the "**Zoning Requests**"), pursuant to public notice published in a newspaper of general circulation in the Village not less than 15 nor more than 30 days prior to said public hearing, a copy of said newspaper's certificate of publication having been filed with the Village Clerk, and by written notice mailed by certified mail, return receipt requested, addressed to all the owners of property located within 250 feet of the perimeter of the

Property, excluding public right-of-way, as evidenced by the copy of the mailed notice and return receipts filed by the Owner with the Village Clerk; and

Whereas, the Bartlett Plan Commission held a public hearing on the Zoning Requests on August 13, 2020, and has made its report to the Corporate Authorities regarding the Zoning Requests contemplated herein including findings of fact, and has recommended approval thereof to the Corporate Authorities, subject to certain conditions as set forth in its report; and

Whereas, written notices have been sent to the Trustees of the Bartlett Fire Protection District, Bartlett Park District, and the Bartlett Library District, U-46 School District, copies of which have been filed by the Owner with the Village Clerk; and

Whereas, written notices have been sent to the Board of Town Trustees of the Township of Wayne and the Commissioner of Highways of the Township of Wayne not less than 10 days prior to annexation of the Property by certified mail, return receipt requested, and copies of said notices and the return receipts have been filed by Developer with the Village Clerk; and

Whereas, the Corporate Authorities of the Village have held a public hearing on this Annexation Agreement pursuant to public notice published in a newspaper of general circulation in the Village not less than 15 nor more than 30 days prior to said public hearing, a copy of said newspaper's certificate of publication having been filed with the Village Clerk; and

Whereas, the Village, upon acceptance of this Agreement, has agreed to adopt the Annexation Ordinance (hereinafter defined), annex the FJH Property and the Off-Site Roadway Parcel to the Village, accurate maps of which are set forth on the Plats of Annexation attached hereto as **Exhibits "B-1 and "B-2"**; to adopt the Approval Ordinance (hereinafter defined) to rezone the FJH Property from the ER-1 Estate Residence District, the zoning district to which it will automatically be zoned upon annexation, to the SR-3 Suburban Residence District; to approve of the Preliminary/Final Plat of Subdivision for the Eastfield Subdivision attached hereto as **Exhibit "C"** to grant a special use permit to disturb a wetland; to grant the other Zoning Requests, upon the terms and conditions set forth in this Agreement; and to adopt an ordinance approving and accepting the Plat of Dedication for the Off-Site Roadway Parcel signed by the Off-Site Roadway Owner;

Whereas, this Agreement is being entered into pursuant to the provisions of Section 11-15.1-1 through 11-15.1-5 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 through 11-15.1-5).

**NOW, THEREFORE,** in consideration of the mutual covenants, promises and agreements herein contained, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals hereto shall become a part of this Agreement. Owner, Developer, and the Village shall fully cooperate with each other in carrying out the terms of this Agreement.
2. **ANNEXATION, REZONING, AND CERTAIN APPROVALS.** The Owner has filed with the Village a petition to annex the FJH Property and the Off-Site Roadway Owner has filed a petition to annex the Off-Site Roadway Parcel. The Village agrees to annex the FJH

Property and the Off-Site Roadway Parcel to the Village, extending the boundaries of the Village as shown on the Plats of Annexation attached hereto as **Exhibits B-1 and B-2**, subject to the applicable provisions of statutes and the terms and conditions contained herein. The Village agrees to adopt all such annexation, rezoning, special use permit, Land Use Plan amendment, and other ordinances necessary to effectuate the provisions of this Agreement. Specifically, the Village agrees to:

- A. Adopt an ordinance approving this Annexation Agreement (the “**Annexation Agreement Ordinance**”) and record the same at the Developer’s expense after its passage and approval.
- B. Adopt an ordinance annexing the FJH Property and the Off-Site Roadway Parcel (the “**Annexation Ordinance**”) legally described on Exhibit “A-1” and “A-2” and depicted on the Plats of Annexation prepared by CEMCON, LTD. dated January 31, 2020, attached hereto and incorporated herein as Exhibits “B-1” and “B-2”, and record the same at the Developer’s expense after its passage and approval.
- C. Adopt one or more ordinances:
  - (i) Rezoning the FJH Property from the ER-1 Estate Residence District, the zoning district to which all property is automatically zoned upon its annexation to the Village, to the SR-3 Suburban Residence District, and approving a map amendment to the Village Zoning Map to reflect said rezoning;
  - (ii) Granting a special use permit for disturbing a wetland;
  - (iii) Approving an amendment to the Village’s Future Land Use Plan amending the Future Land Use for the FJH Property;
  - (iv) Approving the Preliminary/Final Plat of Subdivision prepared by CEMCON, LTD, with a date of August 17, 2020, attached hereto and incorporated herein as Exhibit “C” (“**Preliminary/Final Plat**”);
  - (v) Approving Landscape Plan, prepared by SIGNATURE DESIGN GROUP, with a date of August 17, 2020, attached hereto and incorporated herein as Exhibit “D” (“**Landscape Plan**”); and
  - (vi) Approving a Signage Plan dated August 25, 2020, attached hereto and incorporated herein as Exhibit “E” (“**Signage Plan**”);  
  
(the “**Approval Ordinance**”).
- D. Adopt an ordinance approving and accepting a Plat of Dedication of the roadway on the North side of the FJH Property (aligned with the existing roadway into the Bartlett High School property, prepared by CEMCON, LTD., with a date of January 31, 2020, attached hereto and incorporated herein as Exhibit “F” (“**Road Dedication Acceptance Ordinance**”).

(Paragraphs A through D, collectively referred to as the “**Development Approvals**”).

- E. The Annexation Agreement Ordinance, Annexation Ordinance, Approval Ordinance, and the Road Dedication Acceptance Ordinance shall be subject to the terms and conditions set forth in this Agreement, and such other terms and conditions consistent with the terms and conditions of this Agreement.
- F. The Storm Water Management Report and the Preliminary/Final Engineering Plans prepared by CEMCON, LTD., dated January 31, 2020, and last revised August 12, 2020, consisting of 16 sheets, and the Wetland Delineation Report prepared by V3 COMPANIES, LTD., which are incorporated herein by reference, have been submitted, reviewed, and approved by the Village Engineer.

3. **CONDITIONS TO ANNEXATION AND PASSAGE OF APPROVAL ORDINANCE.** The Village Corporate Authorities will not pass the Approval Ordinance unless and until the Annexation Agreement has been signed by the Developer, Owner, and the Off-Site Roadway Owner and has been filed with the Village Clerk, and the Annexation Agreement Ordinance and the Annexation Ordinance have been duly adopted, and the following conditions precedent have been satisfied:

- A. Approval by the DuPage County Stormwater Management Regulatory Division (successor to the DuPage County Department of Environmental Concerns) of all proposed work, filling, modification and/or disturbance to any special management areas, including wetland buffer areas, on the Property.
- B. Letter from the Executive Director or President of the Bartlett Park District evidencing the Park District’s approval of the proposed donation conveyance of Lot 28 on the Preliminary/Final Plat for a park site, and its agreement with respect to such other cash in lieu of land donations, if any, and cash donations in accordance with the requirements set forth in the Bartlett Donation Ordinance as amended and codified as Title 11, Chapter 10 of the Bartlett Municipal Code.

4. **CONDITIONS TO VILLAGE SIGNING PRELIMINARY/FINAL PLATS AND TO RECORDING SAME.** The following shall be conditions precedent to the Village signing the Preliminary/Final Plat of Subdivision and the recording the said Preliminary/Final Plat:

- A. All of the conditions precedent in Section 3 of this Agreement shall have been satisfied.
- B. Engineering Approval. Approval by the Village Engineer of the final engineering plans prepared by CEMCON, LTD., dated January 31, 2020, last revised August 12, 2020, for the Property, consisting of 16 sheets (collectively, the “**Final Engineering Plans**”), which Final Engineering Plans shall meet the requirements of the Bartlett Subdivision & PUD Ordinance (the “**Subdivision Ordinance**”). The Developer’s engineer shall submit its opinion of probable cost for all of the Public Improvements for purposes of completing the PICA (hereinafter defined) and fixing the amount of security to be posted to guaranty that the on-site and off-site Public Improvements to be constructed and installed by the Developer will be

completed, fully paid for and maintained by the Developer for the Maintenance Period (hereinafter defined).

- C. **Public Improvements Completion Agreement.** From and after the closing of the transaction between the Owner and the Developer, the Developer, Pulte Home Company, LLC shall also become the new owner of the FJH Property. The Developer shall execute and deliver to the Village a Public Improvements Completion Agreement (the "**PICA**") in form set forth in the Subdivision Ordinance (as the "Owner/Developer"), except for such deviations from said form approved by the Village Attorney, jointly and severally agreeing to construct and install all of the on-site and off-site public improvements including, but not limited to (i) site grading and proposed locations of stockpiled and stored materials; (ii) erosion control; (iii) on-site and off-site underground improvements; (iv) water distribution system improvements, including transmission mains for domestic and fire flows; (v) sanitary sewer system improvements, including interceptor and collector sewer lines to connect to sewage treatment facilities; (vi) stormwater management system improvements, including, the acre feet of stormwater storage necessary for the Property and on-site and off-site floodwater routing and detention basin and retention pond improvements; (vii) on-site and off-site roadway improvements, including curbs, gutters, and driveway approaches, street lights, sidewalks, parkway trees and parkway landscaping; (viii) other landscaping on public property or property to be conveyed to a public entity as required in the Subdivision Ordinance; and (ix) bike path on Lot 29 (the "**Public Improvements**") in strict accordance with the approved Final Engineering Plans for the Property and in compliance with the Subdivision Ordinance by a mutually agreed upon date not greater than five (5) years from the date of this Agreement and that the Public Improvements will be fully paid for and will be maintained for the Maintenance Period (hereinafter defined). The PICA shall provide, among other things, in the event any of the on-site or off-site Public Improvements that will serve the development on the Property are damaged as a result of the on-site or off-site construction activities of the Developer, its contractors and their sub-contractors, that such damage shall be promptly repaired, or caused to be repaired, to the Village's satisfaction by the Developer without cost to the Village.
- D. **Public Improvement Security.** The Developer shall submit either (i) an irrevocable standby letter of credit, in a form as set forth in the Subdivision except for such deviations from said terms as approved by the Village Attorney and in amounts approved by the Village Engineer (the "**Letter of Credit**"), issued by a federally insured financial institution which meets the minimum requirement therefor under the Subdivision Ordinance, or (ii) a performance bond and a labor and material payment bond in form as set forth in the Subdivision Ordinance, except for such deviations from said form as approved by the Village Attorney, issued by a surety authorized by the Illinois Department of Insurance to issue and sign sureties in Illinois, with a financial strength rating ("**FSR**") of at least A- from A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency (the "**Performance and Payment Bonds**"), or (iii) a cash bond in form as set forth in the Subdivision Ordinance, except for such deviations from said form as approved by the Village Attorney, to ensure that the Public Improvements for the Eastfield Subdivision

will be completed and fully paid for, and after acceptance of the Public Improvements by the Village Corporate Authorities, will be maintained for a period of 20 months as determined by the Village Engineer at the time of completion based on normal weather conditions at the time of year when the said Public Improvements are completed and the ability to inspect and reinspect said Public Improvements and any punch list work (the “**Maintenance Period**”).

E. Declaration and Special Service Area Consents.

(1) The Developer shall submit for review by the Village Attorney a Declaration of Covenants, Conditions and Restrictions to be recorded against the FJH Property (the “**Declaration**”). The Declaration shall provide for the creation of a homeowner’s association to maintain all common areas of the Property, including but not limited to the wetlands (if required by the DuPage County Stormwater Management Division), the naturalized detention basin or retention ponds to be constructed on Lot 29, a four foot (4’) tall black aluminum fence to be installed along the east side of Lot 29 adjacent to Lots 15 through 23, inclusive, to provide a safety barrier between said lots and the retention pond(s), and to maintain the six foot (6’) tall solid wood fence to be installed in a landscape easement along Petersdorf Road to screen the homes along Petersdorf Road from the Bartlett High School athletic fields; and for the maintenance, repair or possible replacement of the storm sewer and stormwater management system to be constructed and installed on the Property by the Developer; and disclosing the special service area obligations of the Eastfield Homeowner’s Association and future owners with respect thereto. Developer agrees to record the Declaration against the Eastfield Subdivision prior to closing on the sale of any residential lot in Eastfield Subdivision.

(2) The Developer shall have timely filed all Owner’s consents and documents necessary for the Village to establish a special service area covering the FJH Property to pay for future maintenance, repair, and/or replacement, if necessary, of all stormwater management areas, storm sewers, pipes, conduit, structures and appurtenances (the “**SSA Consents**”). The SSA shall be established pursuant to Section 6 herein.

F. Eastfield HOA. Developer shall incorporate a new not-for-profit corporation or articles of organization for a limited liability company for the Eastfield Subdivision Homeowner’s Association prior to the closing of a residential lot on the FJH Property.

5. **EARLY EARTHWORK REQUIREMENTS.** The following shall be conditions precedent for an early earthwork permit to begin excavation and preliminary grading and filling and soil stockpiling on portions of the Property shown on the Final Engineering Plans or a grading plan approved by the Village Engineer:

- A. All of the conditions precedent set forth in Sections 3 and 4 of this Agreement shall have been satisfied but the ordinance establishing the SSA, the Preliminary/Final Plat, and the ordinance proposing the SSA need not have yet been recorded provided each such ordinance approving the same has been adopted and further provided the Declaration has been approved by the Village attorney.
- B. Compliance with the early earthwork procedures, early earth work, and check list as set forth in the Subdivision Ordinance.
- C. The execution and submittal of a hold harmless agreement in form provided therein executed by the Developer, and approval thereof by the Village Attorney.
- D. Submittal of all consents required by statute for the establishment of a special service area as approved by the Village Attorney.
- E. Submittal of an engineer's estimate from the Developer's engineer for the cost to perform erosion control measures, site grading, and to the cost to restore and regrade the Property to its original condition, including removal of all soils and stock piles, and replacement of soils and fill removed from the Property (**"Early Earthwork Security Amount"**).
- F. Submittal of separate security in the form of a letter of credit, performance and payment bond or cash bond, in the amount of 110% of the Early Earthwork Security Amount, which may be drawn upon in the event (i) the Preliminary/Final Plat, (ii) the ordinance establishing the SSA, and (iii) the Declaration has not been recorded within one (1) year from the date of this Agreement, and/or (x) the Public Improvements security for the remaining Public Improvements is not furnished to the Village within one (1) year from the date of this Agreement, and/or (y) the Public Improvements are not completed and evidence they have been fully paid for within three (3) years of the date of this Agreement.
- G. Erosion control measures shall be installed on the entire site, including around all wetland areas and wetland buffers before any grading work commences on the Property.
- H. All excavation and grading contractors and subcontractors and other contractors and subcontractors that perform any early earthwork, shall have in place prior to commencing any excavation or grading work comprehensive general liability, worker's compensation, and employer's liability insurance meeting the insurance requirements set forth in Section 8 of this Agreement, and each shall be licensed by the Village and bonded as required in the Bartlett Building Code.
- I. No work or activities of any kind shall take place in any wetland area until all governmental approvals required by law for such work have been procured and separate security as may be required under the DuPage County countywide Stormwater and Flood Plain Ordinance, as amended (the **"DuPage County Stormwater Ordinance"**) which has been adopted by the Village as part of the Bartlett Municipal Code, if applicable, for any wetland buffer and wetland

mitigation security has been filed with DuPage County, and has been confirmed to the Village's reasonable satisfaction.

- J. Such early earthwork shall be performed at the Developer's sole risk and without injury or work on any property surrounding the Property, except as permitted under a written grant of easement, easement agreement or license agreement with such surrounding owner, including the Off-Site Roadway Owner.
- K. Soil Erosion. The Developer shall apply for a Soil Erosion Permit and adhere to measures for the prevention of soil erosion during the development for the FJH Property pursuant to the Village Erosion Control Ordinance, or the "Illinois Urban Manual" (Latest Edition, as amended), and the recommended procedures of the Kane-DuPage Soil and Water Conservation District and any other applicable regulatory agency with jurisdiction thereof, whichever is more restrictive in effect at the time of construction. The Developer shall submit to the Village an erosion control plan with the Final Engineering Plans that show the proposed sequence of any site grading, excavation and land balancing work to be performed where dirt, fill or spoils will be piled or stored, and shall be subject to review and approval of the Village Engineer. All erosion control work and methods shall be specifically stated in the engineering plans and be specifically set forth in the Developer's performance bond(s), and in the event the Developer requests an early earth work permit, the cost to remove all spoils piled and/or stored and to restore the site to its original condition shall be included in a separate performance bond posted with the Village in accordance with the procedure set forth in the Subdivision Ordinance as if the Subdivision Ordinance were to apply to the Developer's development of the FJH Property.

6. **SPECIAL SERVICE AREA.** After the annexation of the Property to the Village and the recording of the Preliminary/Final Plat, it shall be a condition precedent to the issuance of any building permits (except for model homes) and to closing on the sale of any residential lot in the Subdivision to any buyer who will occupy any residence to be built upon the FJH Property, and to the application for the issuance of any occupancy permit for any home constructed on the FJH Property, that each of the following conditions precedent thereto shall have taken place.

- A. The Corporate Authorities shall have adopted an ordinance proposing the establishment of a special service area for the Eastfield Subdivision and the issuance of bonds in an amount not to exceed \$1,081,320 for the purpose of paying the cost of providing special services in and for the Eastfield Subdivision (the "**Ordinance Proposing the SSA**"), and the Ordinance proposing the SSA shall have been recorded.
- B. The Corporate Authorities shall have held a public hearing to consider establishment of a special service area for the Eastfield Subdivision not less than 60 days after the adoption of the Ordinance Proposing the SSA, pursuant to statutory notice mailed to or waived by the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within

the proposed special service area, and notice of said public hearing shall have been published not less than 15 days before the public hearing on the proposed SSA.

- C. The Corporate Authorities shall have adopted an ordinance establishing a special service area for the Eastfield Subdivision which provides (1) authority for the levy of an annual maintenance tax not to exceed \$25,000 for ordinary maintenance and care including erosion control of the detention and retention ponds and basins; drainage swales and ditches and ordinary maintenance and repair of storm sewers, drain tile, pipes and other conditions apparent structures and ordinary care and maintenance of wetlands and naturalized detention basin (“**Ordinary Services**”) plus inflation, in the event the Eastfield Homeowners Association fails to provide the Ordinary Services; and (2) for the issuance of bonds in an amount not to exceed \$1,081,320 after adjustment for increases in construction costs levied against the Eastfield Subdivision (the “**SSA Bonds**”) for the purpose of paying the cost of cleaning and dredging the stormwater detention and retention ponds and basins, drainage swales and ditches, and replacing storm sewers, drain tiles, pipes and conduct, and appurtenant structures and restoring wetlands area and naturalized detention basin areas which will serve the Eastfield Subdivision (“**Extraordinary Services**”), and which SSA Bonds will only be issued in the event the Extraordinary Services are not performed by the Owner, the Developer, the Eastfield Subdivision Homeowners Association, or the current or future owners of the Eastfield Subdivision (the “**Ordinance Establishing the SSA**”), and the Ordinance Establishing the SSA has been recorded.
- D. Notwithstanding the foregoing, however, Developer may submit for and obtain a Site Development Permit for Eastfield Subdivision prior to the adoption of an ordinance establishing a special service area provided the SSA Consents have been signed, the ordinance proposing the establishment of a special service area has been adopted, and the remaining checklist items in Section 11-12-5, Appendix E-3 of the Subdivision Ordinance have been submitted and completed.

7. **ELEVATIONS.** The elevations submitted by Developer and attached hereto as **Exhibit “G”** are hereby approved and supersede any masonry or siding requirements in the Building Code regarding the percentage of vinyl siding permitted on the front facia of a single family residence (“**Elevations**”), except the elevations do not supersede the Anti-Monotony Requirements set forth in Section 9-2-15 of the Building Code. Any subsequent elevations Developer submits to the Building Director that are similar to the Elevations and comply with the Village’s Building Code and Anti-Monotony Requirements shall be approved by the Building Director without requiring an amendment to this Agreement.

8. **MASTER PLAN APPROVALS.** Developer may submit building permit applications to the Village for master plan approval of each of the house types with all options contemplated for the FJH Property. The Village agrees to review and approve master plans, provided that the plans comply with the requirements of the Bartlett Municipal Code (sometimes referred to herein as the “**Village Code**”), subject to reasonable conditions (each a “**Master Plan**” or collectively, the “**Master Plans**”). The approval of a Master Plan or Master Plans shall not

relieve Developer from the obligation to submit a separate building permit for each lot prior to the commencement of construction but shall serve as a mechanism to facilitate prompt and efficient review of individual building permit applications by the Village. Following Master Plan(s) approval, the Developer shall submit a plat of survey, the applicable fees and donations, and two (2) full-sized sets of building plans and an electronic set of building plans conforming to the Master Building Plans with each building permit application. No further submission or approval of blueprints or plans shall be required for the issuance of a building permit for the construction of any building pursuant to an approved Master Plan. One set of plans with date reviewed stamp must be kept on each lot for all filed inspections. Individual building permit plans shall not require the stamp of an architect provided that the individual building permit plans comply with an approved and stamped master plan for that same house type. The approval of a Master Plan or Master Plans shall not alleviate the obligations of the Developer to comply with the anti-monotony provisions set forth in Section 9-2-15 of the Building Code or the requirements to submit all plumbing data required to determine the water service size and diameter for each proposed house and lot.

9. **BUILDING PERMITS.** After a set of Master Plans have been approved with conditions, the Building Division, upon application by Developer for a building permit for construction of any buildings, will approve each individual building permit application within ten (10) business days after satisfaction of all specified conditions for the Master Plans or applicable Master Plan. If a permit is denied by the Village for which there is on file with the Village an approved master Plan, the Village shall issue a letter of denial of such permit specifying the basis of said denial by reference to the provisions of the Building Code applied in accordance with this Agreement, which the subject construction would allegedly violate, and/or why the approved Master Plan is not applicable to the building for which a permit has been applied. If the Village conditionally approves such a permit, the Village shall issue the permit unconditionally within five (5) working days after satisfaction by the Developer of the specified conditions.

10. **COMMENCEMENT OF CONSTRUCTION OF PUBLIC UTILITIES.** No construction or installation of water main and/or water system improvements, or sanitary sewer or sanitary sewer improvements (collectively, ‘Public Utilities’) shall be commenced prior to receipt of Illinois Environmental Protection Agency (IEPA) permit. Except as provided in Section 6, no construction or installation of any Public Improvements, including Public Utilities, shall be commenced prior to the approval and execution of a Public Improvement Completion Agreement as provided in Section 4.C, posting of security pursuant to Section 4.D. herein, and receipt of certificates of insurance required from the Developer and/or the contractors and subcontractors hired to construct, install or otherwise perform the Public Improvements work have been furnished to the Village evidencing that each has in place commercial general liability, automobile, workers compensation and employer’s liability insurance in such amounts and coverages satisfactory to the Village and naming the Village as an additional insured thereon, and that each such contractor and subcontractor has been bonded and licensed by the Village.

11. **REMOVAL OF CONSTRUCTION DEBRIS.** At all times the Developer shall be responsible for removal of construction debris and waste generated in connection with the development of the Property being developed by the Developer.

12. **OFF-SITE EASEMENTS.** To the extent not heretofore granted or dedicated to the Village, the Developer shall be responsible for obtaining all off-site easements and right-of-way dedication for ingress and egress to and from the Property. A temporary access and construction easement has been negotiated and agreed to between the Developer and Off-Site Roadway Owner to construct the off-site road improvements to the north of the FJH Property. Off-Site Roadway Owner has also agreed to annex and dedicate the right-of-way in accordance with the Plat of Dedication of the Off-Site Roadway Parcel to the Village attached hereto as **Exhibit "F"**. Developer shall construct the road within the dedicated right-of-way.

13. **UTILITY IMPROVEMENTS.**

- A. Off Site. The Developer shall pay for and be responsible for the design, engineering, construction, and all other costs for installation of all off-site (as well as on-site) Public Improvements necessary (as determined in accordance with the Bartlett Building Code, the Subdivision Ordinance, the Village's ordinances of general applicability, or as reasonably required by the Village) for the Property and for all Public Improvements related to any development of the Property as approved by the Village Engineer for the areas falling outside of the Property. All such off-site and on-site improvements shall be included in the guarantee for completion. The off-site utility improvements to be required shall be those necessary to service the Property as shown on the Final Engineering Plans approved by the Village Engineer.
- B. Wastewater Treatment Facilities - Public Sewer. The Village represents to the Owner and Developer as of the date of this Agreement that it has determined that the existing Village wastewater collection and conveyance system has sufficient capacity to provide and will provide sanitary sewer service to the FJH Property to meet its needs, and Developer will undertake any Village improvements required to serve the FJH Property at its own expense. The Owner or Developer shall grant or dedicate all easements required by the Village for the construction of the necessary sanitary sewers serving the FJH Property. The Village agrees that the Developer may connect to and extend the existing municipal wastewater collection system, and that such connections shall be permitted upon payment of the Village's normal connection fees in force and effect at the time of connection, which the Developer agrees to pay, and upon receipt of applicable permits from the Illinois Environmental Protection Agency and any other governmental authority that has jurisdiction over said improvements. The Village, the Owner and/or the Developer agree that the FJH Property will be served by the Village of Bartlett Wastewater Treatment Plant. If requested by the Village, the Owner or Developer shall also convey easements for access and for utilities, including, but not limited to, water, sanitary sewer, storm sewer, drainage, electric, telephone, cable television and natural gas as may be determined by the Village Engineer. Unless otherwise agreed herein, the utilities required under this provision shall be those necessary to serve the FJH Property and be installed as shown on the Final Engineering Plans approved by the Village Engineer.

- C. Water Supply and Water System Improvements. Village represents to the Owner and Developer that it has determined as of the date of this Agreement that the existing Village water distribution system has sufficient line and service capacity to provide and will provide adequate potable and fire flow water to the Property to meet its needs, and the Developer will undertake any Village water system improvements required to serve the FJH Property at its own expense. The Village agrees that the Developer may connect to and extend the existing municipal water distribution system, and that such connection shall be permitted upon payment of the Villages normal connection fees in force and effect at the time of connection, which the Developer agrees to pay, and upon receipt of applicable permits from any governmental authority that has jurisdiction over said improvements. The utilities required under this provision shall be those necessary to serve the FJH Property and be installed as shown on the Final Engineering Plans and/or Utility Plan approved by the Village Engineer.
- D. Storm Water Control Facilities and Drainage. Storm water management for the Property was designed and shall be constructed in accordance with the approved Final Engineering Plans, the Bartlett Subdivision Ordinance, as amended, which incorporates by reference the DuPage County Countywide Stormwater and Flood Plain Management Ordinance, adopted September 24, 1991, as amended, and as the same may be amended by DuPage County from time to time. On-site storm drainage lines and structures ("**Drainage Facilities**") and storm water retention and/or detention areas (collectively, "**Detention Areas**") sufficient to serve the Property when developed in accordance with this Agreement shall be constructed by the Developer in strict accordance with the DuPage County Countywide Stormwater and Flood Plain Ordinance. The Developer acknowledges that the Village is a "partial waiver" community under applicable provisions of the DuPage County Countywide Stormwater and Flood Plain Ordinance. To the extent that the Village is required by DuPage County, or any other governmental body with superior authority, to subsequently modify its storm water management ordinances, codes, rules, and regulations, the Developer shall be required to modify the plans to comply with any such changes in the event the stormwater management improvements for the Property have not then been completed.
- E. The Developer shall be solely responsible to design, construct, maintain, repair, and replace all on-site storm sewers, storm structures, detention ponds and retention basins until such time as said facilities are transferred to and become the responsibility of the Eastfield Homeowners Association, and the Village shall have no responsibility therefor.
- F. Prior to acceptance and expiration of the Maintenance Period, the Village shall not be responsible for the installation of any public or private utilities or Public Improvements on the FJH Property, the Off-Site Roadway Parcel, or for any other off-site Public Improvements.
14. ROAD IMPROVEMENTS. The design of and specification for all new internal and off-site roadways upon the Property shall be in conformance with the approved Final

Engineering Plans and shall be located as shown on the Final Engineering Plans. All streets upon the FJH Property shall be publicly dedicated rights-of-way. Additionally, right-of-way for the Off-Site Roadway Parcel will be dedicated to the Village upon Village Board approval and recording of the Plat of Dedication of the Off-Site Roadway Parcel attached hereto as **Exhibit "F"**. The access road to be constructed on the Off-Site Roadway Parcel by the Developer is an off-site improvement. The Village will accept said internal or off-site streets and maintain them in accordance with the acceptance of public improvement provisions in the Subdivision Ordinance and the PICA to be executed by the Parties,

**15. REQUIREMENTS OF OTHER JURISDICTIONS; ANNEXATION TO OTHER TAXING DISTRICTS.**

- A. It is agreed that the Village shall not be liable or responsible for any restrictions on the Village's obligations under this Agreement that may be required or be imposed by any other governmental bodies or agencies having jurisdiction over the FJH Property, the Village, the Owner, the Developer, or any of them, including, but not limited to, county, state and federal regulatory bodies ("**Governmental Bodies**"). Notwithstanding the foregoing, the Village agrees to execute all permits and documents, complying with the Village's ordinance and the laws, rules, regulations and ordinances of all applicable Governmental Bodies, that the Developer reasonably requests in connection with the approvals required by other Governmental Bodies having jurisdiction, provided there is no cost to the Village therefore, and in case there is a cost, provided the Developer reimburses the Village therefor.
- B. Within ninety (90) days following the annexation of the FJH Property to the Village, Owner, or Developer (as the new owner of the FJH Property) shall execute and file sworn petitions to annex, a plat of annexation, and such other documents as may be necessary to annex the FJH Property to the Bartlett Park District ("**BPD**") and to the Bartlett Public Library District ("**BPLD**"), provided the FJH Property is not already in the corporate limits of said taxing districts or another park district or library district, and further provided the FJH Property is contiguous to the BPD and to the BPLD,
- C. In the event that the annexation or rezoning of the FJH Property is in any way deemed to be defective, the Parties agree that they will do all things necessary and appropriate to cure any defects to cause the Property to be validly annexed to the Village and rezoned under the Village's Zoning Code.

16. **EASEMENTS.** All easements have been placed upon the Preliminary/Final Plat of Subdivision, and to the extent the same are unrestricted utility easements, all of the involved utility and communication companies now or in the future receiving a Village franchise, and their respective officers, employees and agents together with related emergency and service vehicles and equipment or an easement granted over, under, upon, across and through such portion of the common open space as is required by the Corporate Authorities in accordance with the Bartlett Municipal Code. Nothing in such easements shall obligate the Village to maintain any Public Improvements on the FJH Property.

17. **BUILDING CODES.** Subject to the terms and conditions of this Agreement, the Developer shall comply in all respects with the Bartlett Building Code and the applicable Village Ordinances pertaining to buildings which are in effect at the time the Developer makes application to the Village for a building permit upon the FJH Property.

18. **TEMPORARY FACILITIES/MODEL HOMES.** Developer shall submit to the Planning & Development Services Director a plan showing the location of all proposed temporary construction and sales trailers/offices, including parking areas, fencing, lighting, signage and landscape treatment for the Planning & Development Services Director's approval (which shall not be unreasonably withheld) prior to placement of such facilities on the FJH Property. The sales office shall include an office for sales of dwelling units. Valid permits are required for trailers and temporary fencing.

The approval by the Planning & Development Services Director shall be subject to: (a) approval of a site plan for the models to insure public safety, (b) an access permit by the appropriate agency, if required, (c) evidence of compliance with all stormwater management agency requirements, (d) installation of access to the trailers/offices acceptable to the Building Director, (e) a valid permit, and (f) delivery to the Village of a performance security to secure the work in item (d) above, (e) satisfaction of the early earthworks requirements set forth in Section 5 of this Agreement or the provisions in Section 4 of this Agreement, and any other work in the Village's reasonable opinion required for use and operation of such trailers/offices, which may be in an amount, in the Village's discretion, to up to 110% of the Village Engineer's estimated cost for such improvements (the "**Trailer Performance Security**"). All work pursuant to this Section shall be undertaken at Developer's sole risk that the Preliminary/Final Plat of Subdivision and Final Engineering Plan may require relocation, removal, replacement or modification to any such site improvement made prior to recording of said Final Plat.

One (1) construction trailer, one (1) sales/office trailer, and two (2) material storage trailers as identified on the site plan submitted at any one time shall be permitted. Developer shall keep such area free of debris and rubbish and keep the area free of weeds and in a mowed condition, and Village may inspect such area from time to time to determine that Developer is in compliance with its obligations hereunder. No later than 30 days after the sales offices move to a model home, Developer agrees to remove any temporary sales trailers and leave the area in a clean and rubbish-free presentable state.

Construction of temporary facilities shall be in compliance with the provisions of the Building Code except that sewer and water need not be connected to the temporary facilities, so long as Developer complies with the public health requirements of DuPage County and sanitary waste is disposed of properly by Developer. Such disposal may include periodic hauling of waste off the site in trucks. A paved drive and parking area, weather permitting, shall be provided to accommodate vehicular access to all sales trailers and models, whether temporary or permanent, provided that access driveways and parking areas adjacent to the construction trailers and material storage trailers must be gravel with specifications determined by the Village Engineer.

After approval and recording of the Preliminary/Final Plat, approval of Final Engineering, review by the Building Director, and permits issued, Developer shall be permitted to construct and maintain model homes in two or more locations, to construct and maintain other appurtenant

facilities for said model units and to construct and maintain temporary access and parking areas, provided they are paved, weather permitting. Such models may not be occupied until Developer has installed to the extent needed to service the models, sanitary sewer lines, the storm drainage system, water mains and the first binder lift/hard surface roadway improvements to ensure adequate fire and emergency vehicle access. Developer shall have the right to occupy and use said models, as well as their garages, for sale, sales promotion and office for sales personnel, all as may be desirable or in any way connected with the sales of dwellings within the FJH Property. Construction of models shall be in compliance with the provisions of the Building Code.

Notwithstanding any Village ordinances to the contrary, for as long as the model area is used for selling dwelling units on the FJH Property, upon receipt of a sales trailer or model permit, Developer shall have the right to erect fencing on a temporary basis that entirely encloses the model area and directs model area traffic. All temporary fencing for the models shall be removed before the sale of any of the models. It is understood that signs and fences provided for herein have been approved by the Planning & Development Services Director and that no signs or fences shall be placed upon the public right-of-way.

Model homes shall be permitted to be occupied as a residence when the model is closed for sales and offices purposes and converted strictly for residential use in accordance with applicable Village codes and ordinances. Models may be lit (interior and exterior) until 10:00 p.m. except for standard security lighting which remains lit overnight. No sales of homes shall take place until the conditions precedent set forth in Sections 3, 4 and 6 shall have been satisfied.

19. **EXPRESS ALLOWANCE OF PRE-EXISTING AND PROPOSED USES FOR THE PROPERTY.** All portions of the Property may be utilized for the same uses which existed prior to its annexation to the Village, which consist of as outlined and detailed in the evidence presented to the Village by the Developer in the public hearings before the Planning Commission and the Village Board. Specifically, the Village hereby expressly approves the existing agricultural and farming uses that currently exist on the Property. This provision, however, shall not extend the time limits within which the Developer must complete the Public Improvements as set forth in this Agreement, but said time limits may be extended for good cause shown by amendment to this Agreement.

20. **DISCLOSURE DOCUMENTS.** Developer agrees to disclose to future homeowners in the Eastfield Subdivision on its Neighborhood Disclosure Addendum to the purchase agreement that the Eastfield Subdivision is immediately east and across the street from Bartlett High School and Bartlett High School's associated athletic facilities, including tennis courts, soccer fields, baseball/softball fields, and a football stadium and field which is lighted at night, and as with any recreational facilities or schools, there may be noise amplification, lights, and increased traffic associated with games, practices and customary extracurricular activities associated with these land uses (the "**Eastfield Home Purchase Disclosure – Surrounding Uses**"). The Eastfield Home Purchase Disclosure – Surrounding Uses will be required to be signed by the purchasers of lots in the Eastfield Subdivision at the time said purchasers sign an original purchase agreement with the Developer. A large map of the surrounding uses will be required to be posted and prominently displayed in any sales model and sales trailer.

21. **ACCEPTANCE OF PUBLIC IMPROVEMENTS.** Upon completion of the Public Improvements in compliance with the Engineering Plans as determined by the Village Engineer and completion of all punch list work for the Public Improvements satisfactory to the Village Engineer, the Developer (and the owner if the Property is owned by a different entity) shall transfer title thereto to the Village by warranty Bill of Sale in the form prescribed in the Subdivision Ordinance and shall deposit a maintenance “security” in accordance with the requirements of the Subdivision Ordinance prior to the acceptance of the Public Improvements by the Corporate Authorities. Upon written request by Developer, Village agrees to reduce the balance of any security held by the Village in an amount equal to ninety percent (90%) of the cost of each eligible category of Public Improvement that has been completed as determined by the Village Engineer and as provided in the PICA and the Subdivision Ordinance.

21. **FEES AND CONTRIBUTIONS.** Owner, Developer, or any successor owner or assignee shall not be required to donate, pay or contribute or advance any land, money or any other thing of value to the Village, or be required to pay any permit, license, annexation, impact, inspection, plan review, occupancy permit, utility, application, user, tap-on or other similar fees or construct or pay for any Public Improvements except as specifically provided at Section 4D. and/or **Exhibit “H,”** attached hereto and incorporated herein. The base fees, water meter and impact fees (excluding the donation of .63 acres of land) and fees charged on a per lot basis, based upon the number of bedrooms proposed for the applicable lot, shall be paid at the time of application of a building permit for each dwelling unit. The \$1,000.00 per acre annexation fee was paid at time of submittal. Tap on fees and connection fees shall be paid prior to the tap on or connection. The land donation to the Bartlett Park District shall be made in accordance with the requirements set forth in the Subdivision Ordinance. The Village represents and acknowledges that if any fee provided for herein shall be increased or if any new fees are adopted by the Village, such increase or new fees shall not be effective against the Owner, the Developer, or the successors of either of them, provided Developer has applied for all building permits and paid all applicable fees within three (3) years of the date of this Agreement, otherwise the fees shall be as provided in any ordinance of general applicability.

22. **REIMBURSEMENT.** The Developer shall reimburse the Village for all reasonable attorneys, engineering design and review, construction engineering and planning consultant fees, Village staff time and costs incurred by the Village in connection with the processing and review of all matters pertaining to the Property, this Agreement, including the drafting and negotiation hereof and all matters pertaining to the initial negotiations and all revisions to: 1) the review of plans, reports and submittals by the Developer and/or its consultants; 2) the Annexation Agreement Ordinance; 3) the Annexation Ordinance; 4) the Approval Ordinance; 5) the SSA ordinances; 5) the PICA; and 6) all other matters related to the development of the Property as contemplated herein, beginning on the date of the Developer’s first submittal in connection with the FJH Property and/or the Off-Site Roadway Parcel, or any portion thereof that may predate this Agreement, and continuing during the entire term of this Agreement or until the Property is fully-developed and all Public Improvements have been accepted by the Village and the applicable maintenance periods have been successfully completed, whichever is longer. Payment by the Developer to the Village shall occur promptly after receipt by the Developer of invoices for such work. If such amounts are not paid within 30 days of invoice, the Village shall have no further obligation to proceed or act upon any element of the Developer’s development, nor to conduct any further inspections or issue any permits, building, occupancy or otherwise, until

the outstanding amounts are paid. All amounts previously deposited with the Village and not previously used to reimburse the Village for costs associated with any prior applications with respect to the Property shall be credited by the Village toward the costs identified in this Section.

23. **ZONING ORDINANCE.** Subject to the terms and conditions of this Agreement in general, the Approval Ordinance, and Road Dedication Acceptance Ordinance, the Property shall be developed in accordance with the provisions of the Bartlett Zoning Ordinance (the “**Zoning Ordinance**”) in effect on the date hereof for the SR-3 Suburban Residence Zoning District to which the FJH Property shall be rezoned in accordance with this Agreement, and in accordance with the Preliminary/Final Plat (**Exhibit “C”**), and Landscape Plan (**Exhibit “D”**). Modification of the Landscape Plan and Signage Plan shall not require the amendment of this Agreement but may be approved administratively by the Bartlett Planning & Development Services Director if the modification does not change the character or intent of the Development Plans. It is anticipated that additional floor plans and/or architectural building elevations, may be added during the course of development, and Village staff shall have the authority to administratively approve said floor plans, architectural elevations and/or Master Plans therefor; provided that: (a) the floor plans comply with applicable setback restrictions, (b) the proposed architectural elevations are consistent with the character of the approved architectural elevations, and (c) the architectural building elevations for the particular residential building where proposed to be built is in compliance with the anti-monotony provisions set forth in Section 9-2-15 of the Building Code.

24. **BINDING EFFECT AND TERM.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, successors in interest, assignees, and lessees, and upon any successor municipal authorities of the Village and successor municipalities for a period of twenty (20) years from the date of execution hereof. The Annexation of the FJH Property and the Off-Site Roadway Parcel and this Agreement shall not become effective unless and until Developer and FJH close on the FJH Property, after which point in time the terms Owner and Developer as used in this Agreement shall both be defined as Pulte Home Company, LLC.

25. **COVENANT RUNNING WITH THE LAND.** This Agreement constitutes a covenant running with the land and shall be binding upon and inure to the benefit of the Parties hereto and all of their heirs, legal representatives, grantees, successors in interest, assignees and lessees.

26. **COMPLIANCE AND AMENDMENTS.**

A. **Amendments to Ordinances.** Except as otherwise provided herein, all ordinances, regulations and codes of the Village relating to subdivision controls, zoning, drainage, signage, official plan, fees and related restrictions, as they presently exist, except as expressly amended, varied or modified by the terms of this Agreement, shall apply to the Property and its development and use. Any amendments, repeal or additional regulations of general applicability which are enacted subsequent to the date of this Agreement by the Village shall be applied to the Property as it is for all other property located within the Village of Bartlett.

- B. More Restrictive Requirements. Except as otherwise specified herein, all Village ordinances shall apply to the FJH Property, Owner, Developer and all successors and assigns in title. If after the first three (3) years of this Agreement, the provisions of the existing ordinances and regulations which may relate to the development, construction of improvements, buildings, appurtenances and all other development of any kind and character of the FJH Property, are amended or modified in any manner so as to impose more stringent requirements shall unless otherwise excepted herein, be effective as applied to the FJH Property so long as such amendments or modifications are non-discriminatory in their application and effect throughout the Village (excepting those other developments in the Village having annexation agreements - past, present, or future - providing otherwise).
- C. Less Restrictive Requirements. If, during the term of this Agreement, except as otherwise specifically agreed upon in this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the FJH Property, are amended or modified in a manner to impose less restrictive requirements on development of, or construction upon, properties in similarly zoned or developed parcels within the Village, then the benefit of such less restrictive requirements shall inure to the benefit of the Owner or Developer, and, the Owner or Developer may elect to proceed with respect to the development of, or construction upon, the FJH Property with the less restrictive amendment or modification so long as such amendments or modifications are non-discriminatory in their application and effect throughout the Village and are applicable generally to similarly zoned or developed parcels within the Village (excepting those other developments in the Village having annexation agreements - past, present or future - providing otherwise), and providing the owner makes proper election and application or petition therefor.
- D. Amendments and Modifications. Amendments and modifications hereof may be affected by procedures established by law, in force from time to time, after the initial approval. The Village and the owner of record of any portion of the Property, even if not the Owner named herein, may agree, in writing pursuant to applicable statutory and ordinance requirements, to amend and/or modify this Agreement with respect to such portion of the FJH Property.

27. **OBLIGATIONS AND NOTIFICATION REGARDING SALE.**

- A. All obligations of the Owner in this Agreement, including monetary obligations in existence now, as well as those which may come to exist in the future, as a result of this Agreement, shall constitute covenants running with the land and such monetary obligations shall also be liens upon the land.
- B. It is specifically understood and agreed that the Owner shall have the right to sell, transfer, mortgage and assign all or any part of the FJH Property and the improvements thereon to other persons, trusts, partnerships, limited liability companies, firms or corporations for investment, building, financing, developing

and all such purposes, and that said persons, trusts, partnerships, limited liability companies, firms or corporations shall be entitled to the same rights and privileges and shall have the same obligations as the Owner and Developer have under this Agreement and shall execute the same. Upon such transfer, such obligations shall be the sole obligations of the transferee, except for any bonds or guarantees posted by or on behalf of the Developer for on-site and off-site Public Improvements, including, but not limited to, the Public Utilities, unless a new PICA has been executed by said transferee and an acceptable substitute surety has been submitted to the Village as determined by the Village. The foregoing rights shall apply to any and all successors and assigns of the Owner or Developer.

- C. Upon any sale or conveyance of any part of the FJH Property by Owner, or its successors or assigns and upon each said sale and conveyance, the purchaser shall be bound by and entitled to the benefits and obligations of this Agreement with respect to that part of the FJH Property sold or conveyed. When any such purchaser, other than Developer, agrees to assume Owner's obligations hereunder, and when the Village is notified of such purchaser and such agreement of assumption, agreeing to be bound by the terms of this Agreement and the PICA by such purchaser, and the posting of security to guaranty completion and payment of the Public Improvements not yet completed, the Village hereby agrees it shall consent to such assumption and it shall release Owner or Developer from its obligations hereunder with respect to that part of that FJH Property sold or conveyed. A selling Owner unless purchaser is Developer, however, may only be released where: (a) provision has been made that all Public Improvements required by this Agreement or applicable Village Ordinance for the development of any parcel currently under development and being sold will be installed, fully paid for and guaranteed in accordance with this Agreement and the ordinances of the Village; and (b) all monetary obligations of the Owner and/or the Developer then due to the Village as of the time of conveyance and attributable to the FJH Property being conveyed have been satisfied in full. This provision is not effective as to a successor owner who is the purchaser of a house constructed on a lot for occupancy or rental.
- D. Within five business days after the sale, transfer or assignment of all or any part of the FJH Property, the Owner shall notify the Village thereof.

28. **HOLD HARMLESS, DEFENSE AND INDEMNIFICATION OF VILLAGE.**

- A. The Owner and Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the Public Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property or the Public Improvements, and that the Village's review and approval of those plans and the Public Improvements and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owner and the Developer, or either of them, or any of their respective heirs, successors, assigns,

tenants, and licensees, or any other person or entity against damage or injury of any kind at any time

- B. Owner and the Developer shall, in the event a claim is made against the Village, its officers, other officials, agents and employees or any of them, or if the Village, its officers, other officials, agents and employees, or any of them, is made a party-defendant in any proceeding arising out of or in connection with this Agreement, the annexation of the Property, the Approval Ordinance, including without limitation, the rezoning of the FJH Property, the approval of the Land Use Amendment, the Development Approvals, and/or the development of the FJH Property and/or the Off-Site Roadway Parcel, including matters pertaining to the hazardous material and other environmental matters, (except as may be required by provisions 765 ILCS 705/1 and 740 ILCS 35/1 of the Illinois Statute for the negligent acts and omissions of the Village, its officers, other officials, agents and employees or any of them) defend and hold the Village and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorneys' fees in connection therewith. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense. However, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no agreement as to a conflict of interest, then the Developer shall bear such cost. The Village and such officers, other officials, agents, and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, Developer shall be entitled to settle any claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, other officials, agents and employees as the case may be. In the event the Corporate Authorities unreasonably withhold such approval or consent, the Owner's and the Developer's joint and several obligations to indemnify and defend shall terminate. Owner and Developer agree that the Village, its officers, other officials, agents and employees shall not be liable for any liability, losses, judgments, costs, fees, including reasonable attorneys' fees and expenses arising out of or in connection with the Village's failure to approve and grant the Development Approvals; provided, however, Owner and Developer do not relinquish their respective rights to receive the Development Approvals, building and occupancy permits and other permits, approval and licenses and to such extent Owner and Developer, or either of them, retains the right to legal or equitable action against the Village for declaratory judgment, injunctive relief and mandamus to enforce all of its rights under this Agreement, provided in no event shall the Village or any officer, agency or employee be liable for monetary damages or attorneys' fees in connection therewith.
- C. The Owner and the Developer acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement, and agree not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

29. **NO DISCONNECTION.** After the Property has been annexed in accordance with the terms of this Agreement, the Owner and each of its successors in interest, shall not file, cause to be filed, or take any action that would result in the disconnection or de-annexation of the FJH Property from the Village of Bartlett during the term of this Agreement. The Off-Site Roadway Owner and each of its successors in interest shall not file or cause to be filed, or take any action which would result in the disconnection or de-annexation of the Off-Site Roadway Parcel from the Village of Bartlett during the term of this Agreement.

30. **REMEDIES.**

A. It is agreed that the Parties hereto shall have the following rights and remedies in the event of a breach or default hereunder.

- (1) Enforce or compel the performance of this Agreement, at law or in equity by suit, action, mandamus or any other proceedings, including specific performance.
- (2) Maintain an action to recover any sums which the other Party has agreed to pay pursuant to this Agreement and which have become due and remain unpaid for more than 15 days following written notice of delinquency.

It is expressly acknowledged and agreed that except as provided in subparagraph (2) above, neither Party shall have the right to seek or recover a judgment for monetary damage against the other or their respective officers, directors, employees, agents or elected public officials.

B. Upon a breach of this Agreement, any of the Parties, by any action or proceeding at law or in equity, may exercise any remedy available at law or in equity. The remedies of the Village shall include, but not be limited to, the right to stop construction of the development and refuse issuance of further building permits and/or the issuance of an occupancy permit in the event the Village reasonably deems the terms of this Agreement to have been violated.

C. Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the Party alleged to have failed to perform (“**Non-Performing Party**”) and performance shall be demanded. The Parties to this Agreement reserve the right to cure any default under this Agreement within 30 days from written notice of the default; provided, however, that if the nature of the cure required is such that it cannot reasonably be effected within said 30-day period, the Non-Performing Party shall have such additional time as is reasonably required (not to exceed 90 days) to effect such cure as long as the Non-Performing Party commences such cure within such 30-day period and thereafter diligently proceeds to effect such cure and does so within such 90-day period.

- D. In the event the Village chooses to sue in order to enforce the obligations hereunder, Developer shall pay all costs and expenses incurred by the Village, including, but not limited to, the Village's reasonable attorneys' fees and costs and expenses incurred by the Village, provided the Village substantially prevails. In addition, if the Developer does not pay all fees provided for herein, the Village may withhold the issuance of building permits and/or occupancy permits until payment is received, and/or the appropriate security has been deposited. Village may use all legal and/or equitable remedies available to it to collect such fees and charges as are due.
- E. In the event the Owner and/or the Developer or Off-Site Roadway Owner chooses to sue in order to enforce the obligations hereunder, the Village shall pay all costs and expenses incurred by the Owner and/or the Developer or Off-Site Roadway Owner, including, but not limited to, the Owner's and/or the Developer's or Off-Site Roadway Owner's reasonable attorneys' fees and costs and expenses incurred by the Owner, Developer, or Off-Site Roadway Owner, provided the Owner, Developer, or Off-Site Roadway Owner substantially prevails.
- F. The failure of the Parties to insist upon the strict and prompt performance of the terms, conditions, agreements and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

31. **EXERCISE OF HOME RULE POWER.** This Agreement is adopted pursuant to the provisions of the Illinois Municipal Code; provided, however, that any limitations in the Illinois Municipal Code in conflict with the provisions of this Agreement shall not be applicable, and as to all such provisions, the Village hereby exercises its powers pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois. Simultaneously with the annexation of the Property and without further public hearings, the Village agrees, to the extent it may lawfully do so, adopt such ordinances as may be necessary to effectuate the use of its home rule powers. The Village recognizes and agrees that the entry into this Agreement, the annexation of the Property to the Village, and the approval of the Approval Ordinance as set forth in Section 2 hereof, are upon the express reliance by the Owner and Developer of all of the terms and provisions hereof and that the Village shall take no action which shall in any way be contrary to, or inconsistent with, the terms and provisions of this Agreement.

32. **SEVERABILITY.** The provisions hereof shall be deemed to be severable; and if any section, paragraph, clause, provision or item herein shall be held invalid, the invalidity of such section, paragraph, clause, provision or item shall not affect any other provision hereof; provided, however, the Village shall under no circumstances be required to incur any liability or loss or incur any expense for any reason in the event that any such section, paragraph, clause, provision or item is held invalid.

33. **NOTICE.** Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed telefacsimile transmission

(provided a hard copy of such notice is deposited in the U.S. mail addressed to the recipient within twenty-four hours following the telefacsimile transmission), or one day after the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested or with a reputable overnight courier delivery service, delivery charges prepaid, and addressed as follows:

- If to the Owner: FJH Properties, LLC  
29W660 Army Trail Road  
Bartlett, IL 60103
  
- With a copy to: Helm & Wagner  
804 N. Washington Street  
Naperville, IL 60563
  
- If to Developer: Pulte Home Company, LLC  
1900 E. Golf Road, Suite 300  
Schaumburg, IL 60173  
Attn: Robert Getz and Tina Dalman
  
- With a copy to: Rosanova & Whitaker, Ltd.  
127 Aurora Avenue  
Naperville, IL 60540  
Attn: Vincent Rosanova
  
- If to Roadway Owner Chicago Title Land Trust Department  
Trust No. 8002359484  
10 S. LaSalle Street, Suite 2750  
Chicago, IL 60603
  
- With a copy to: Janet M. Johnson  
Schiff Hardin LLP  
233 S. Wacker Drive, Suite 7100  
Chicago, IL 60606
  
- If to the Village: Village Administrator  
Village of Bartlett  
228 South Main Street  
Bartlett, IL 60103
  
- With a copy to: Bryan Mraz, Esq.  
Bryan E. Mraz & Associates  
111 East Irving Park Road  
Roselle, IL 60172

Notice to the “copy to” recipients shall not constitute delivery to a Party and a failure to give or receive copies to those recipients to which copies are to be directed shall not constitute a failure to

provide notice to a Party to this Agreement. Notice shall be effective upon receipt or upon the date of a Party's refusal to accept delivery.

34. **INCORPORATION; CONFLICT.** The above-Recitals are incorporated as though fully set forth herein. In the event of a conflict between the above-Recitals and these numbered paragraphs below, the terms and conditions of the numbered paragraphs below shall control.

35. **RECORDING.** This Agreement shall be recorded in the office of the DuPage County Recorder of Deeds by either Party. The Developer shall pay the recording fee for this Agreement, the Preliminary/Final Plat, the Plat of Dedication and the SSA ordinance.

36. **JOINT WORK PRODUCT.** This Agreement is and shall be deemed and construed to be the joint and collective work product of the Village, the Owner, and the Developer, and as such, this Agreement shall not be construed against any Party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict in terms or provisions, if any contained herein.

37. **CODES AND ORDINANCES.** The development of the FJH Property shall be performed in compliance with the provisions of the Zoning Ordinance, Subdivision Ordinance, Building Code and other codes and ordinances of the Village applicable to real estate development and/or buildings, except as otherwise expressly provided herein.

38. **NO MERGER.** The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property or any part thereof to the Village. This Agreement shall be construed under the laws of the State of Illinois.

39. **ENTIRE AGREEMENT.** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner, Developer, and the Village relative to the subject matter of this Agreement, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those that are set out in this Agreement. Except as otherwise provided here, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless authorized in accordance with law and reduced in writing and signed by them.

40. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings incorporated herein are for convenience only and are not part of this Agreement, and further shall not be used to construe the terms hereof.

41. **EXHIBITS.** The exhibits attached hereto are hereby incorporated into this Agreement and made a part of the substance hereof.

42. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK –**

**SIGNATURE PAGES FOLLOW**

On this \_\_\_\_ day of \_\_\_\_\_, 2020, the Village has executed the foregoing Annexation Agreement intending it to be effective as of the date set forth on page 1.

**VILLAGE OF BARTLETT**

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

Attest:

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

**ACKNOWLEDGMENT**

STATE OF ILLINOIS     )  
  )  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Kevin Wallace, personally known to me to be the Village President of the Village of Bartlett, and Lorna Giles, personally known to me to be the Village Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and as such Village Clerk, they signed and delivered such instrument as Village President and Village Clerk, respectively, and caused the seal of said Village to be affixed thereto, as their free and voluntary act and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, the Owner has executed this Agreement intending it to be effective as of the date set forth on page 1.

**FJH Properties, LLC**

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

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

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, the Managers of **FJH Properties, LLC**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

On this \_\_\_\_ day of \_\_\_\_\_, 2020, the Developer has executed this Agreement intending it to be effective as of the date set forth on page 1.

**Pulte Home Company, LLC**

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

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

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, the \_\_\_\_\_ of **Pulte Home Company, LLC**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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



## **LIST OF EXHIBITS**

- Exhibit “A-1” Legal Description of FJH Property
- Exhibit “A-2” Legal Description of Off-Site Roadway Parcel
- Exhibit “B-1” Plat of Annexation for FJH Property
- Exhibit “B-2” Plat of Annexation for Off-Site Roadway Parcel
- Exhibit “C” Preliminary/Final Plat
- Exhibit “D” Landscape Plan
- Exhibit “E” Signage Plan
- Exhibit “F” Plat of Dedication for Off-Site Roadway Parcel
- Exhibit “G” Elevations
- Exhibit “H” Fees and Contributions

**EXHIBIT "A-1"**  
**LEGAL DESCRIPTION OF FJH PROPERTY**

**FJH PROPERTY**

THAT PART OF LOTS 1, 2, 3 AND 4 IN FARMSTEAD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1985 AS DOCUMENT NUMBER R85-78541, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED PER DOCUMENT NO. R85-41668, SAID WESTERLY LINE BEING PARALLEL WITH AND 40 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15, AND THE NORTHERLY LINE OF ARMY TRAIL ROAD, AS DEDICATED PER DOCUMENT NO. 598388; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 64.43 FEET (RECORD 62.97 FEET); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE NORTHERLY LIMITS OF THE PROPERTY DESCRIBED IN CASE NO. 94 L 00466 IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL CIRCUIT, DUPAGE COUNTY: 1) NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST A DISTANCE OF 20.00 FEET (RECORD 20.00 FEET); 2) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 250.00 FEET (RECORD 250.00 FEET); 3) SOUTH 00 DEGREES 30 MINUTES 20 SECONDS EAST A DISTANCE OF 5.00 FEET (RECORD 5.00 FEET); 4) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 207.98 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 1145.97 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 40 SECONDS EAST PARALLEL WITH THE NORTH LINE OF ARMY TRAIL ROAD A DISTANCE OF 542.17 FEET TO THE WEST LINE OF SAID PETERSDORF ROAD; THENCE SOUTH 00 DEGREES 28 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID PETERSDORF ROAD A DISTANCE OF 1161.14 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: 5N098 Petersdorf Road, Bartlett, Illinois 60103

Permanent Index No: 01-15-303-029

**EXHIBIT "A-2"**  
**LEGAL DESCRIPTION OF OFF-SITE ROADWAY PARCEL**

**OFF-SITE ROADWAY PARCEL:**

THAT PART OF LOTS 1 AND 2 IN FARMSTEAD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1985 AS DOCUMENT R85-78541, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED PER DOCUMENT NO. R85-41668 WITH THE NORTHERLY LINE OF ARMY TRAIL ROAD, AS DEDICATED PER DOCUMENT NO. 598388; THENCE NORTH 00 DEGREES 28 MINUTES 41 SECONDS EAST, 1161.16 FEET ALONG SAID WESTERLY LINE TO THE NORTH LINE OF PROPERTY CONVEYED PER DOCUMENT R2012-139149 AND THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 27 MINUTES 17 SECONDS WEST, 541.69 FEET ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID PROPERTY CONVEYED, AFORESAID; THENCE NORTH 00 DEGREES 32 MINUTES 43 SECONDS WEST, 80.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 17 SECONDS EAST, 543.12 FEET ALONG A LINE THAT IS 80 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE TO SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 28 MINUTES 41 SECONDS EAST, 80.01 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: NWC of Army Trail Road and Petersdorf Road, Bartlett, Illinois 60103

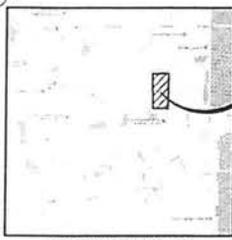
Permanent Index No: Part of 01-15-303-028

**EXHIBIT "B-1"**  
**PLAT OF ANNEXATION FOR FJH PROPERTY**

# PLAT OF ANNEXATION TO THE VILLAGE OF BARTLETT

PART OF THE SOUTHWEST 1/4 OF SECTION 15,  
TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL INDEX NUMBER  
01-15-303-028



VICINITY MAP

## OWNER'S AND SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF COOK )

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND ANNEXED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH. ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING ANNEXED AFORESAID, AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID PROPERTY LIES ENTIRELY WITHIN THE BOUNDARIES OF THE U-46 SCHOOL DISTRICT.

PLATE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY  
1900 E. SCHLAUBURG ROAD, SUITE 300  
SCHLAUBURG, IL 60173

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

OWNER \_\_\_\_\_

## NOTARY'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF COOK )

I HEREBY CERTIFY THAT \_\_\_\_\_, WHOSE NAME IS SUBSCRIBED IN THE FOREGOING CERTIFICATE IS (ARE) KNOWN TO ME AS SUCH OWNER.

GIVEN UNDER MY HAND AND NOTARIAL SEAL  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

NOTARY PUBLIC SEAL  
MY COMMISSION EXPIRES \_\_\_\_\_

## RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. AND RECORDED IN MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ AS DOCUMENT NO. \_\_\_\_\_

BY \_\_\_\_\_  
COUNTY RECORDER

## ANNEXATION CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )

THIS IS TO CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE TERRITORY BEING ANNEXED TO THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS BY ORDINANCE NO. \_\_\_\_\_ APPROVED ON \_\_\_\_\_

DATED AT BARTLETT, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020

BY \_\_\_\_\_  
VILLAGE PRESIDENT

ATTEST \_\_\_\_\_  
VILLAGE CLERK

## PARCEL DESCRIPTION

(RECORD DESCRIPTION PER DOCUMENT R2012-130149)

THAT PART OF LOTS 1, 2, 3 AND 4 IN FARMSIDE ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1965 AS DOCUMENT NUMBER R85-7541, AS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED PER DOCUMENT NO. R20-11662; SAID WESTERLY LINE BEING PARALLEL WITH AND 40 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15, AND THE NORTHERLY LINE OF ARMY TRAIL ROAD, AS DEDICATED PER DOCUMENT NO. S88384, THENCE SOUTH BY DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 84.43 FEET (RECORD 62.97 FEET); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE NORTHERLY LIMITS OF THE PROPERTY DESCRIBED IN CASE NO. 84-1 COURSE IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL CIRCUIT, DUPAGE COUNTY: 1) NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST A DISTANCE OF 20.00 FEET (RECORD 20.00 FEET); 2) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST, A DISTANCE OF 200.00 FEET (RECORD 250.00 FEET); 3) SOUTH 00 DEGREES 30 MINUTES 20 SECONDS EAST A DISTANCE OF 5.00 FEET (RECORD 5.00 FEET); 4) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 207.98 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1161.14 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 40 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID PETERSDORF ROAD, A DISTANCE OF 545.17 FEET TO THE WEST LINE OF SAID PETERSDORF ROAD; THENCE SOUTH 00 DEGREES 28 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID PETERSDORF ROAD A DISTANCE OF 1161.14 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

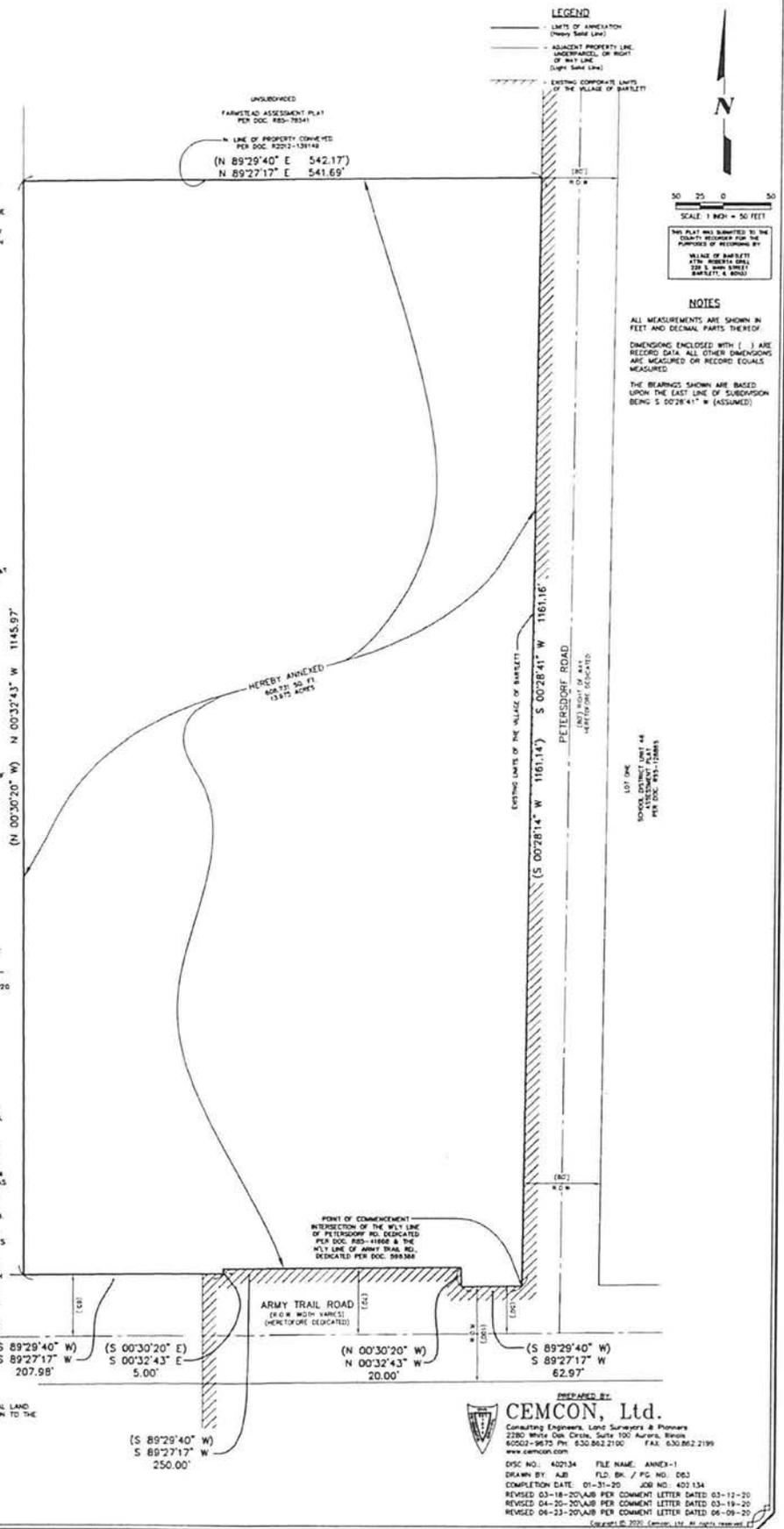
## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT I, PETER A. BLASER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF BARTLETT.

DATED AT AURORA, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072  
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2020  
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-003775  
EXPIRATION DATE IS APRIL 30, 2021

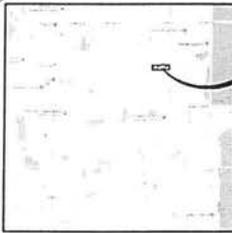


**EXHIBIT "B-2"**  
**PLAT OF ANNEXATION FOR OFF-SITE ROADWAY PARCEL**

# PLAT OF ANNEXATION TO THE VILLAGE OF BARTLETT

PART OF THE SOUTHWEST 1/4 OF SECTION 15,  
TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL INDEX NUMBER  
PART OF 01-15-303-026



VICINITY MAP

SITE  
LOCATION

### OWNER'S AND SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND ANNEXED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH. THIS IS TO CERTIFY THAT THE PROPERTY BEING ANNEXED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID PROPERTY LIES ENTIRELY WITHIN THE BOUNDARIES OF THE 14-46 SCHOOL DISTRICT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

OWNER \_\_\_\_\_

### NOTARY'S CERTIFICATE

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

I HEREBY CERTIFY THAT \_\_\_\_\_ WHOSE NAME IS SUBSCRIBED IN THE FOREGOING CERTIFICATE IS (ARE) KNOWN TO ME AS SUCH OWNER.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

NOTARY PUBLIC SEAL

MY COMMISSION EXPIRES \_\_\_\_\_

### RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF DUPAGE )

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. AND RECORDED

IN MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ AS DOCUMENT NO \_\_\_\_\_

BY \_\_\_\_\_  
COUNTY RECORDER

### ANNEXATION CERTIFICATE

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF \_\_\_\_\_ )

THIS IS TO CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE TERRITORY BEING ANNEXED TO THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES BY ORDINANCE NO. \_\_\_\_\_ APPROVED ON \_\_\_\_\_

DATED AT BARTLETT, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020

BY: \_\_\_\_\_  
VILLAGE PRESIDENT

ATTEST: \_\_\_\_\_  
VILLAGE CLERK

### PARCEL DESCRIPTION

THAT PART OF LOTS 1 AND 2 IN FARNESTEAD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1985 AS DOCUMENT NO. 78541, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED PER DOCUMENT NO. 895-41658 WITH THE NORTHERLY LINE OF ARMY TRAIL ROAD, AS DEDICATED PER DOCUMENT NO. 588348, THENCE NORTH 00 DEGREES 28 MINUTES 41 SECONDS EAST, 1161.16 FEET ALONG SAID WESTERLY LINE TO THE NORTH LINE OF PROPERTY CONVEYED PER DOCUMENT 82021-130148 AND THE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 27 MINUTES 17 SECONDS WEST, 541.69 FEET ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID PROPERTY CONVEYED, AFORESAID, THENCE NORTH 00 DEGREES 32 MINUTES 43 SECONDS WEST, 80.01 FEET, THENCE NORTH 88 DEGREES 27 MINUTES 17 SECONDS EAST, 343.12 FEET ALONG A LINE THAT IS 80 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE TO SAID WESTERLY RIGHT OF WAY LINE, THENCE SOUTH 00 DEGREES 28 MINUTES 41 SECONDS EAST, 80.01 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

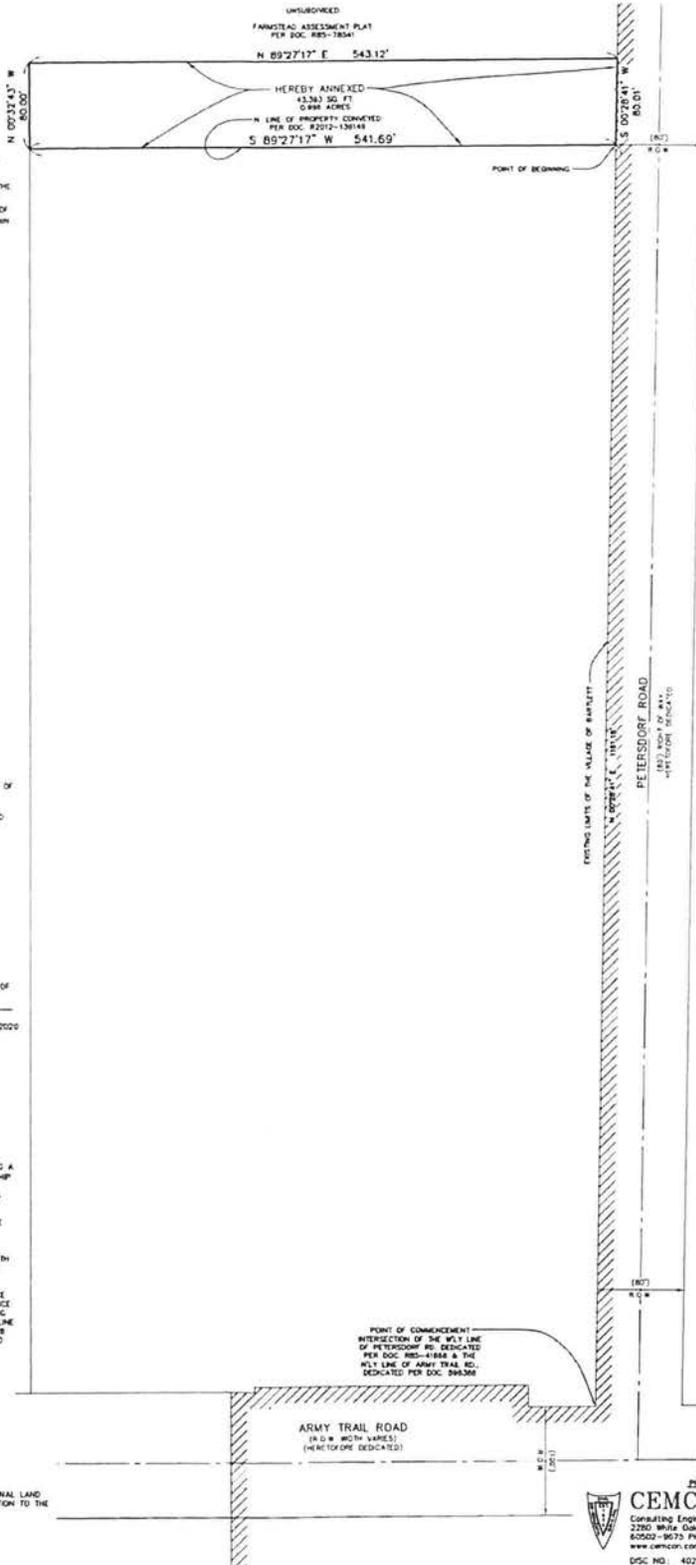
### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT I, PETER A. BLASER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF BARTLETT.

DATED AT AURORA, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072  
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2020  
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-003775  
EXPIRATION DATE IS APRIL 30, 2021



THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING BY: VILLAGE OF BARTLETT, 17TH AVENUE S.W., 208 S. MAIN STREET, BARTLETT, IL 60010

**NOTES**  
ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS ENCLOSED WITH ( ) ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED OR RECORDED EDWARDS MEASURED.  
THE BEARINGS SHOWN ARE BASED UPON THE EAST LINE OF SUBDIVISION BEING S. 02°28'41\"/>

**LEGEND**  
--- LIMITS OF ANNEXATION (Heavy Solid Line)  
--- ADJACENT PROPERTY LINE, UNDERPINNED OR RIGHT OF WAY LINE (Light Solid Line)  
--- EXISTING CORPORATE LIMITS OF THE VILLAGE OF BARTLETT

LOT ONE  
SCHOOL DISTRICT UNIT 14  
PER DOC. 895-41658

PETERSDORF ROAD  
DEDICATED PER DOCUMENT NO. 895-41658

POINT OF COMMENCEMENT  
INTERSECTION OF THE WESTERLY LINE OF PETERSDORF RD. DEDICATED PER DOC. 895-41658 & THE WESTERLY LINE OF ARMY TRAIL RD. DEDICATED PER DOC. 588348

ARMY TRAIL ROAD  
(A.O.W. WITH VARIATIONS)  
(HEREAFTER DEDICATED)

PREPARED BY:  
**CEMCON, Ltd.**  
Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Caste, Suite 100 Aurora, Illinois  
60502-9070 PH: 630.862.2100 FAX: 630.862.2199  
www.cemcon.com

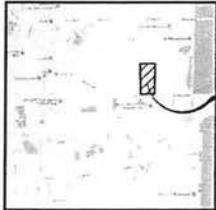
DISC NO.: 402134 FILE NAME: ANNEX-2  
DRAWN BY: AUB FLD: BK / PG: 03  
COMPLETION DATE: 01-31-20 JOB NO.: 402134  
REVISED 03-18-2014B PER COMMENT LETTER DATED 03-12-20  
REVISED 04-20-2014B PER COMMENT LETTER DATED 03-18-20  
REVISED 06-23-2014B PER COMMENT LETTER DATED 06-09-20  
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**EXHIBIT "C"**  
**PRELIMINARY/FINAL PLAT**

PRELIMINARY/FINAL PLAT OF SUBDIVISION  
FOR

**EASTFIELD**

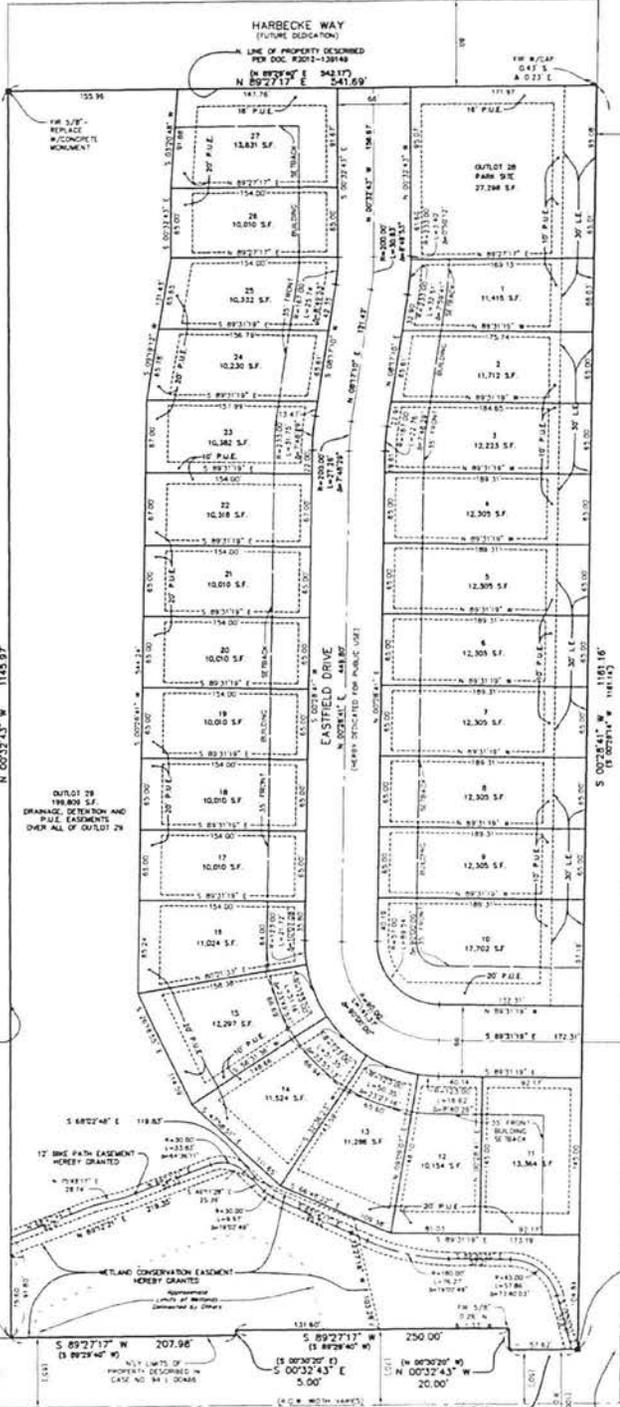
BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS



SITE LOCATION

VICINITY MAP

UNRECORDED  
FARMSTEAD ASSESSMENT PLAT  
PER DOC. #85-18041



**TOTAL AREA OF SUBDIVISION**  
13.975 ACRES  
(MORE OR LESS)

**PARCEL INDEX NUMBER**  
01-15-303-029  
VACANT LAND  
BARTLETT, ILLINOIS

THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING BY  
VILLAGE OF BARTLETT  
1700 W. WASHINGTON ST.  
BARTLETT, ILLINOIS

**LEGEND**

- Subdivision Boundary Line (Heavy Solid Line)
- Lot Line Property Line (Thin Solid Line)
- Adjacent Lot Line Property Line (Dashed Line)
- Easement Line (Short Dashed Line)
- Centerline (Single Dashed Line)
- Quarter Section Line (Double Dashed Line)
- Section Line (Thin Dashed Line)

**NOTES**

3/4" IRON PIPE SET AT ALL LOT CORNERS AND POINTS OF CURVATURE UNLESS OTHERWISE NOTED

ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF

DIMENSIONS SHOWN ALONG CURVES ARE ARC DISTANCES

DIMENSIONS ENCLOSED WITH ( ) ARE RECORD DATA ALL OTHER DIMENSIONS ARE MEASURED OR RECORD EQUALS MEASURED

ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED

S.F. - SQUARE FEET

P.U.E. - INDICATES PUBLIC UTILITY AND DRAINAGE EASEMENT HEREBY GRANTED SEE PROVISIONS FOR DETAILS

L.E. - INDICATES LANDSCAPE BUFFER EASEMENT HEREBY GRANTED SEE PROVISIONS FOR DETAILS

THE BEARINGS SHOWN ARE BASED UPON THE EAST LINE OF SUBDIVISION BEING S 02°28'41" W (ASSUMED)

THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR ALL MAINTENANCE OF COMMUNITY AREAS (OUTLOT 29)

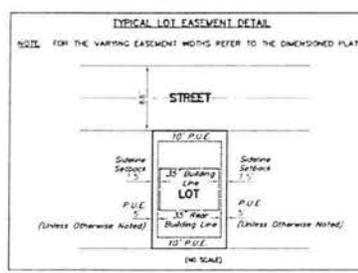
FP = FOUND IRON PIPE (Ø AS SHOWN)

FR = FOUND IRON ROD (Ø AS SHOWN)

■ - SET CONCRETE MONUMENT

POINT OF BEGINNING  
INTERSECTION OF THE W/4 LINE OF PETERSDORF ROAD (DECATED) PER DOC. #85-4188 & THE W/4 LINE OF ARMY TRAIL RD. (DECATED) PER DOC. #85-3858

S 1/4 CORNER OF SECTION 15-40-9 PER DOC. #201-03686 2 35' E AND 0.5' W OF SE CORNER OF SUBDIVISION



**ACCESS CONTROL COVENANT**

VEHICULAR ACCESS SHALL NOT BE ALLOWED FROM PETERSDORF ROAD ONTO LOTS 1-11 OR OUTLOT 28 OR FROM HARBECKE WAY ONTO LOT 27 OR OUTLOTS 28 OR 29 AS SHOWN ON THE PLAT HEREIN DRAWN. THIS ACCESS CONTROL COVENANT SHALL BE PERMANENT AND APPLY ONLY TO LOTS SPECIFICALLY NAMED ABOVE.

PREPARED FOR  
**PULTE HOME COMPANY, LLC**  
1900 E. SCHAUMBURG ROAD, SUITE 300  
SCHAUMBURG, IL 60173  
(847)230-2592

**PREPARED BY**  
**CEMCON, Ltd.**  
Consulting Engineers, Land Surveyors & Planners  
2230 W. Wacker Drive, Suite 1000 Aurora, Illinois  
60502-4675 PH: 630.862.2100 FAX: 630.862.2199  
www.cemcon.com

EXC NO. 402134 FILE NAME: SUBPLAT  
DRAWN BY: A.BJ FLD BK. / PG NO: 083  
COMPLETION DATE: 02-03-20 JOB NO: 402134  
REVISED 04-24-2010.AB PER COMMENT LETTER DATED 3-12-20  
REVISED 06-23-2010.AB PER COMMENT LETTER DATED 6-09-20  
REVISED 07-14-2010.AB TO INCLUDE PARK SITE  
REVISED 08-12-2010.AB PER COMMENT LETTER DATED 8-12-20  
REVISED 08-17-2010.AB REVISED NORTH STREET NAME

SHEET 1 OF 2



**EXHIBIT "D"**  
**LANDSCAPE PLAN**

Final  
Landscape Development Plans



- △ 2.14.2019 - Project Name Change
- △ 4.28.2020 - Per Village Review #1 dated 3.12.2020
- △ 6.24.2020 - Revised Retention Road Buffer & Fence
- △ 7.10.2020 - Per Revised Park Fence & Lot Numbering
- △ 8.17.2020 - Per Village Review #3 dated 8.12.2020

# EASTFIELD

BARTLETT, ILLINOIS



1900 E. Golf Road - Suite 300  
Schaumburg, Illinois 60173  
(847) 230.5276 voice  
Project Manager: Rob Getz

CEMCON, Ltd.  
2280 White Oak Circle  
Aurora, Illinois 60502  
(630) 862.2100 voice  
Project Manager: Anthony Falkowski, E.I.

Signature Design Group, Inc.  
132 N. Washington Street  
Naperville, Illinois 60540  
(630) 305.3980 Fax: (630) 305.3984  
Project Manager: Greg G. Sagen, RLA



LOCATION MAP

INDEX OF DRAWINGS

- L,100 Overall Landscape Plan
- L,101 Landscape Plan - North
- L,102 Landscape Plan - South
- L,103 Plant List & Planting Details
- L,104 Landscape Specifications



Land Planning  
Landscape Architecture  
Environmental Site Design

# Eastfield Subdivision

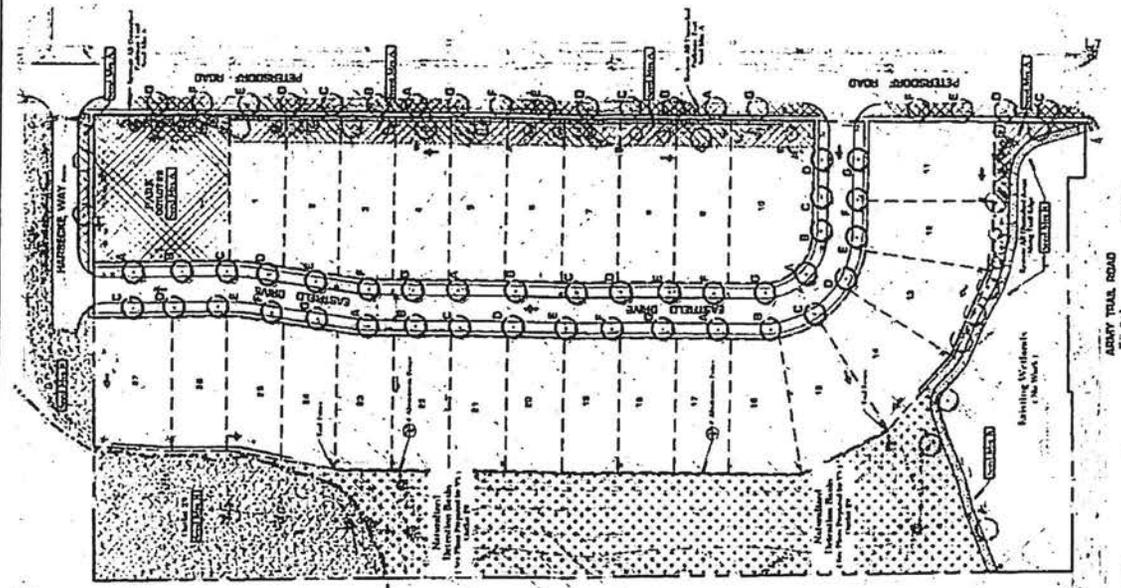
Berkeley, Illinois

## Overall Landscape Plan Parkway Trees & Turf Establishment



Scale: 1" = 100'
North Arrow
Project Name: Eastfield Subdivision
Project No.: 20201
Issue No.: 1
Issue Date: 3 February 2020
Prepared by: [Name]
Checked by: [Name]
Approved by: [Name]

L100



### ▲ Parkway Tree List: (Sheet L100 Only)

Tree No.	Tree Name	Quantity	Notes
1	...	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
8	...	...	...
9	...	...	...
10	...	...	...
11	...	...	...
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42	...	...	...
43	...	...	...
44	...	...	...
45	...	...	...
46	...	...	...
47	...	...	...
48	...	...	...
49	...	...	...
50	...	...	...

Notes:  
1. Standard Parkway Trees to be planted at sites of individual home construction.  
2. Standard Parkway Trees to be planted at sites of individual home construction.

### ▲ Plan Legend:

- Standard Parkway Trees
- Common Area Trees and Parkway Trees Planted at Home Site Construction

### ▲ Turf Legend:

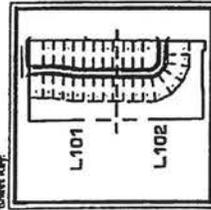
- Standard Turf (100' x 100')

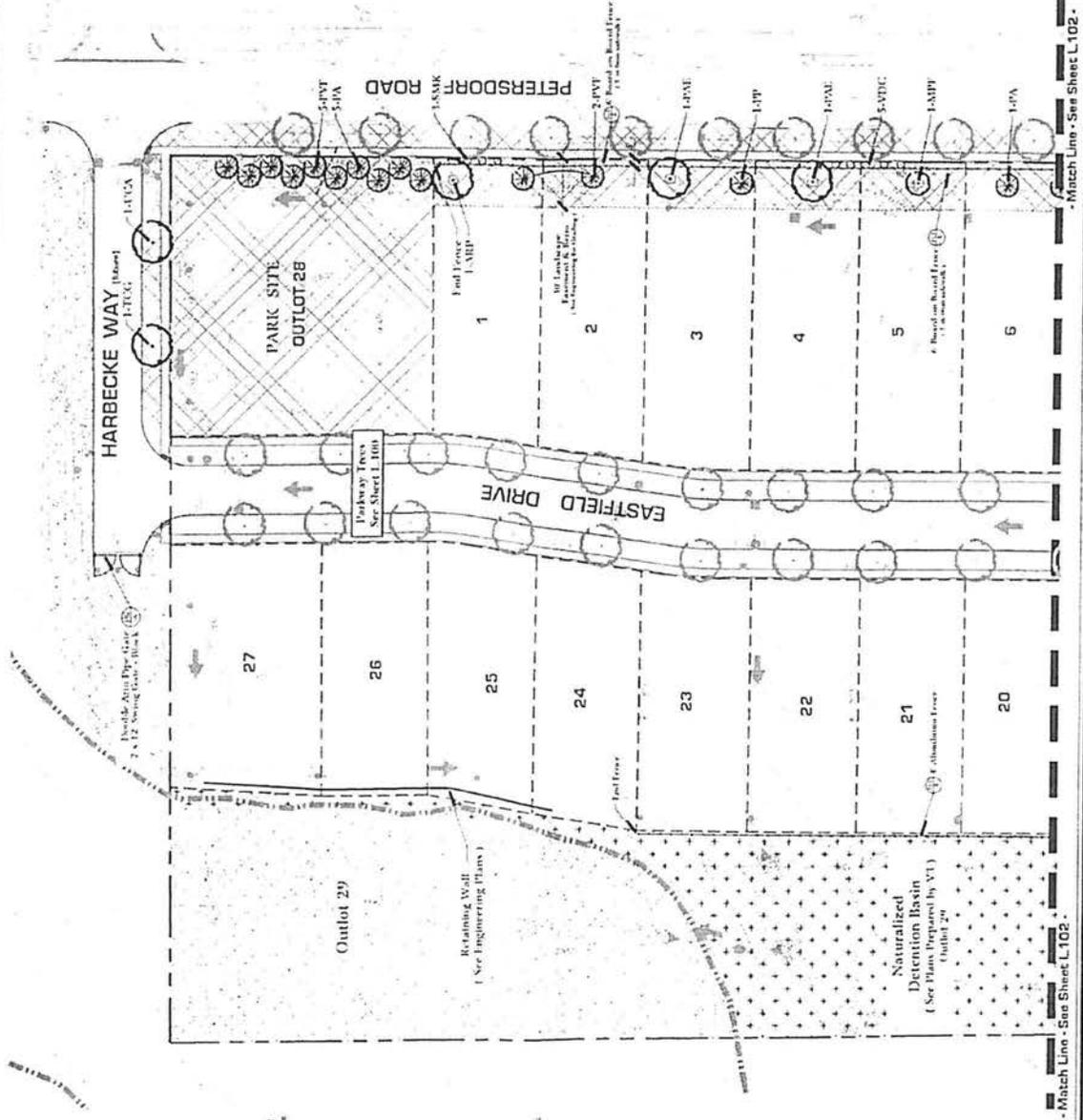
See Sheet L102 for Road Markings.

### Notes:

- For Plant Material List & Planting Details - See Sheet L102
- For Parkway Trees & Turf Establishment - See Sheet L100
- For Retaining Wall Details - See Engineering Plans
- For Standardized Storm Photos (before/after) - See Plans Prepared by V3

Sheet Key:





**A** Double Arm Pipe Gate Example

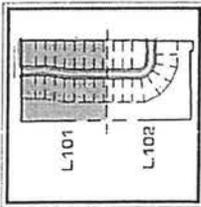


**B** 4' Aluminum Fence Example

**NOTES:**

- For Plant Material List & Planting Details - See Sheet L.102
- For Parkway Trees & Tree Establishment - See Sheet L.100
- For Retaining Wall Details - See Engineering Plans
- For Naturalized Basin Plans - See Plans Prepared By (3)

Sheet Key



Match Line - See Sheet L.102

Match Line - See Sheet L.102







**EXHIBIT "E"**  
**SIGNAGE PLAN**



# Eastfield - Bartlett

## Proposed Signage Plan

---

August 25, 2020

Confidential and Proprietary

# Site Map for Reference



ILLINOIS ADMINISTRATIVE SERVICE (PLU/AM)

## EASTFIELD SUBDIVISION

BARTLETT, ILLINOIS

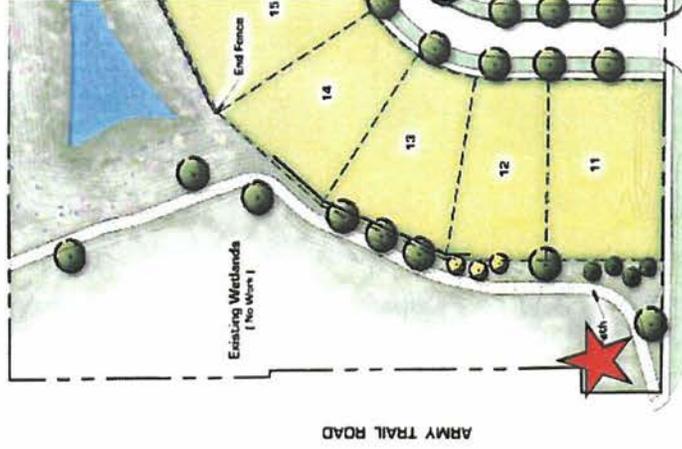


# On-Site Billboard: NW Corner of Army Trail Petersdorf Roads

8'x10' Double Sided Billboard: Army Trail & Petersdorf In Bartlett



8'x10' Double Sided Informational Billboard.  
 3/8" MDO Painted Ronan Dark Blue w/White, Red, Yellow & Black Vinyl Mounted To (2) White  
 Wooden 6"x6" Columns & White Wooden Toppers.

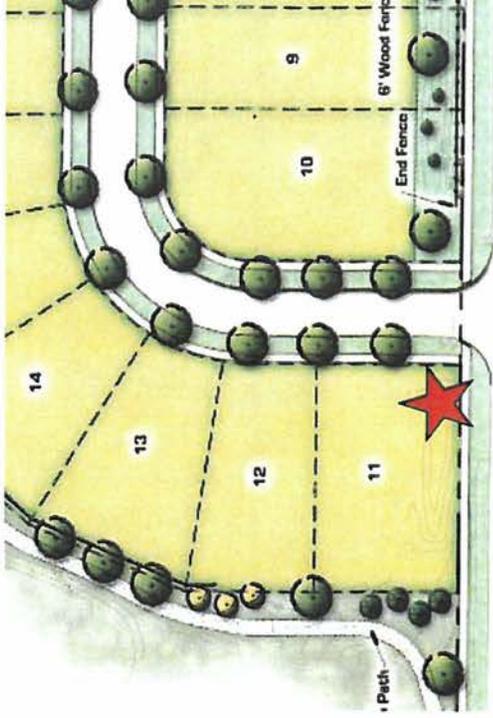


# On-Site Billboard: South Community Entrance on Petersdorf Road

8'x10' Double Sided Billboard: Main Community Entrance On Petersdorf



8'x10' Double Sided Informational Billboard.  
3/8" MDO Painted Ronan Dark Blue w/White, Red, Yellow & Black Vinyl Mounted To (2) White  
Wooden 6"x6" Columns & White Wooden Toppers.

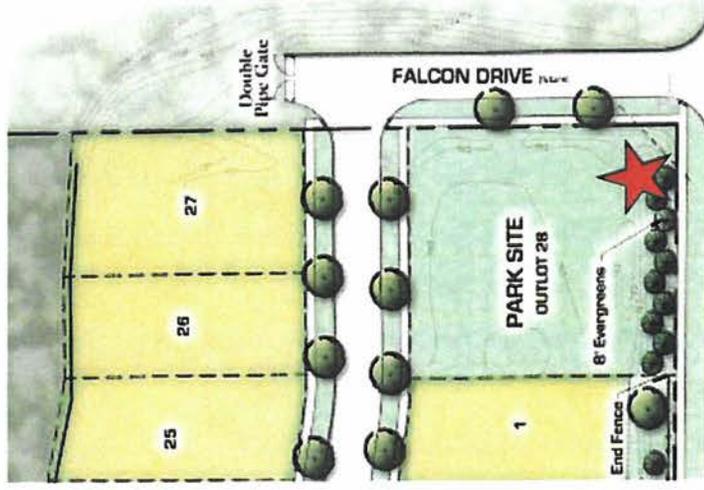


# On-Site Billboard: North Community Entrance on Petersdorf Road

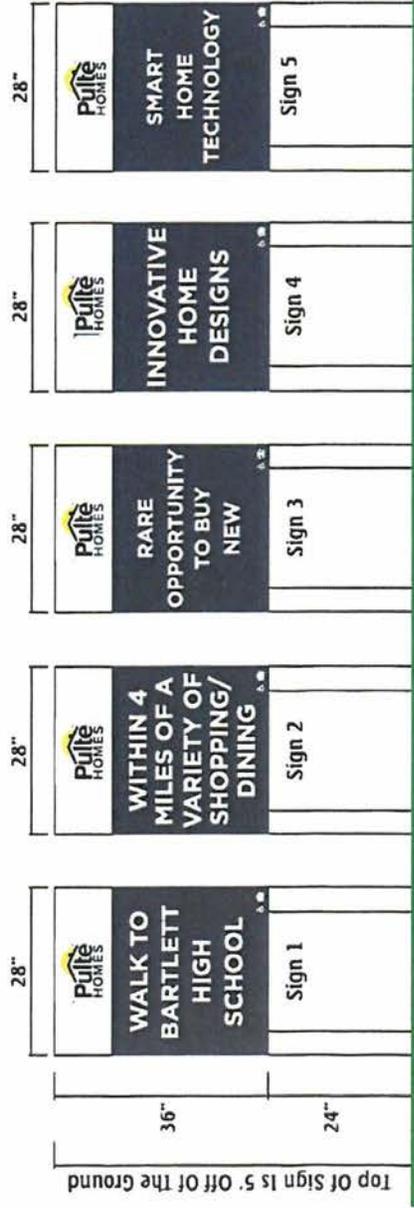
8'x10' Double Sided Billboard: North Entrance On Petersdorf



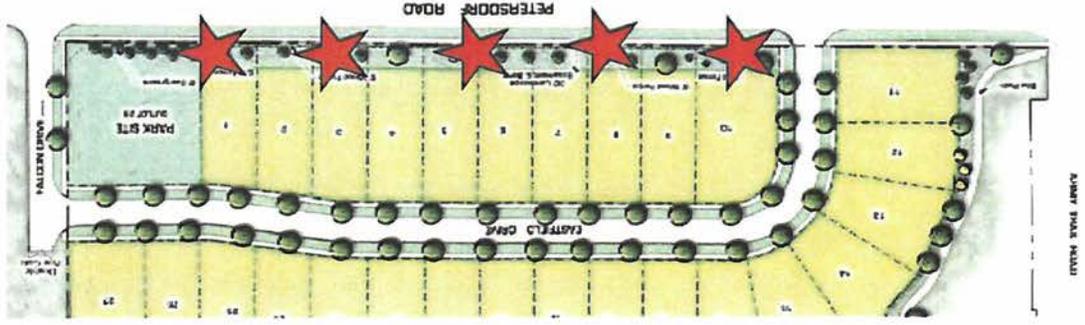
8'x10' Double Sided Informational Billboard.  
 3/8" MDO Painted Ronan Dark Blue w/White, Red, Yellow & Black Vinyl Mounted To (2) White  
 Wooden 6"x6" Columns & White Wooden Toppers.



# Burma Shaves Along Petersdorf Road

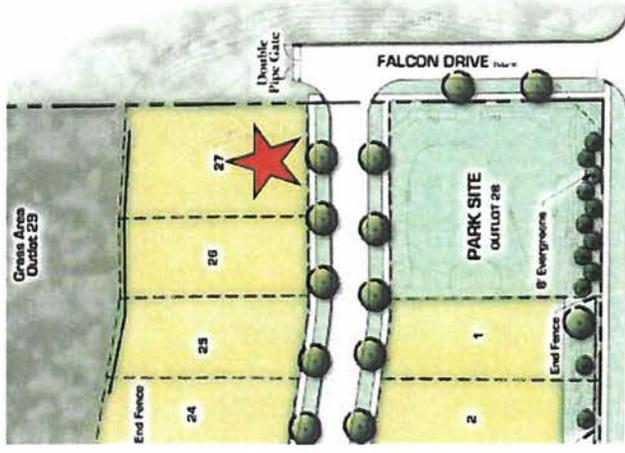
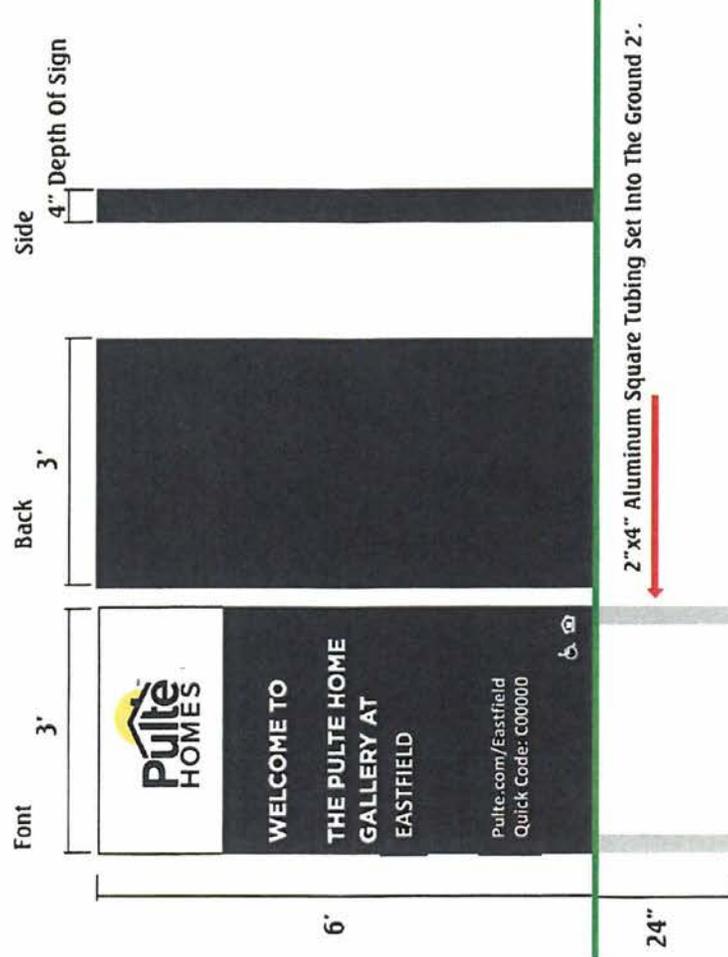


36"x28" Double Sided Burma Shaves.  
 3/8" MDO Painted Roman Dark Blue w/White & Digital Vinyl Mounted To (2) White Wooden 4"x4" Post.  
 Qty: 5



# Model Signage – Homesite 27

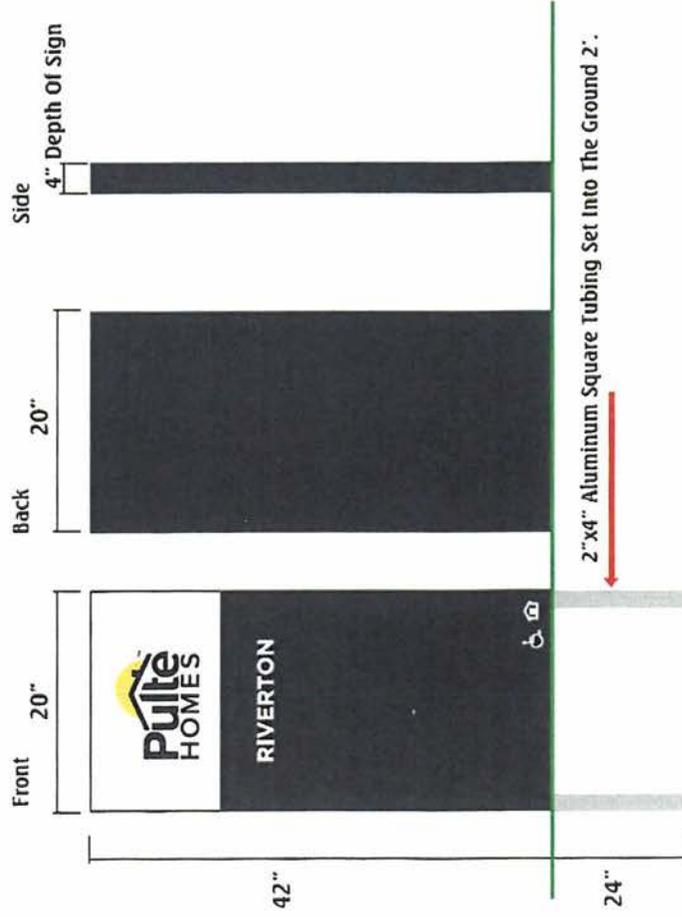
Eastpointe Welcome Sign



*Welcome sign to be placed in front yard of model home.*

**Square Footage Of Sign Is 18 SQ. FT**

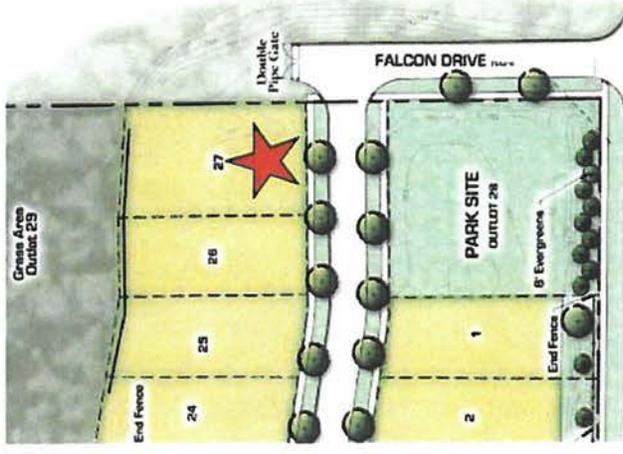
## Model Signage – Homesite 27 (Continued)



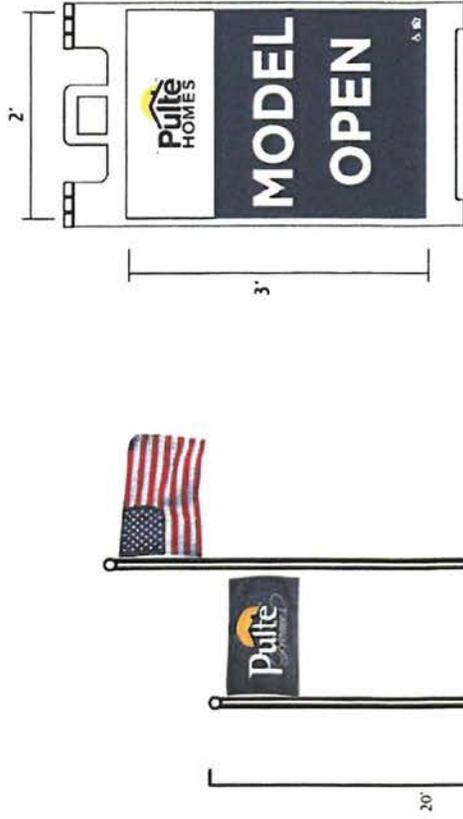
42"x20" Custom Made Aluminum Box Sign w/Aluminum Square Tubing Frame. Sign Is 4" Deep w/Front. Back & Side Faces Made Out Of .063 Aluminum Painted PMS 540. White Vinyl Lettering & Digitally Printed Logo To The Front. Back Of Sign Is Blank.

**Square Footage Of Sign Is 5.83 SQ. FT.**

*Riverton Model sign to be placed next to front stoop of model.*



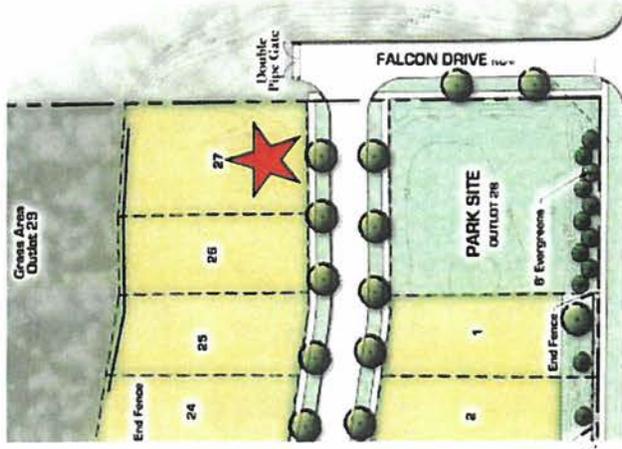
# Model Signage – Homesite 27 (Continued)



Double Sided Plasticcode A Frame.  
 36"x24" Single Sided White 3mm PVC w/Digitally Printed Faces  
 Faces Attached To A Frame w/Screws. Also Putting Sand Inside The Frame.  
 Qty: 1

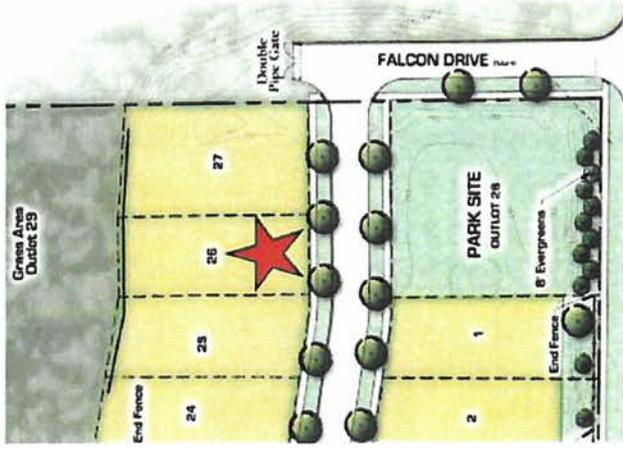
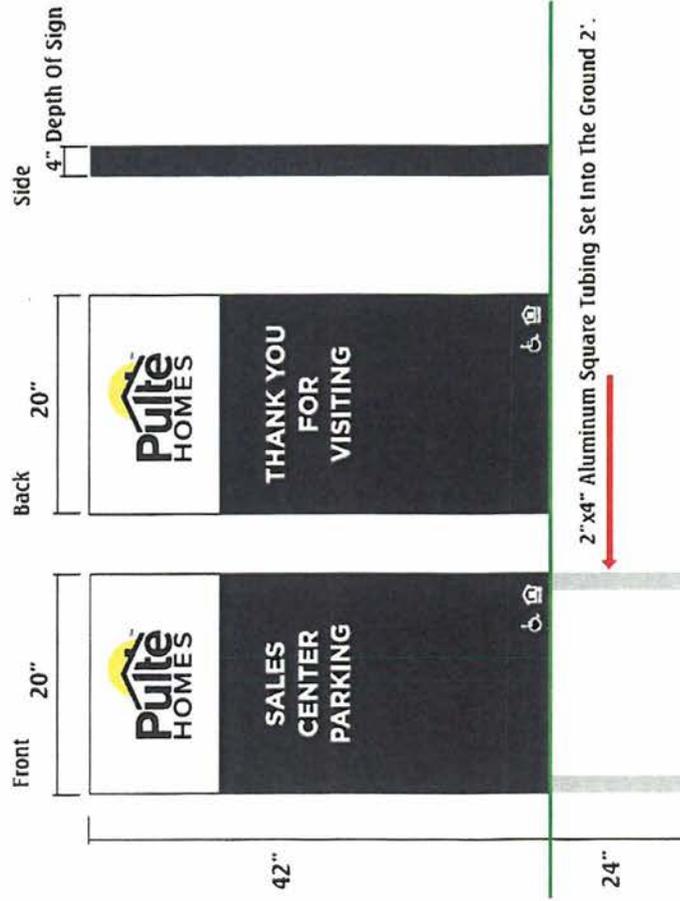
20' Aluminum Satin Finish Flagpole w/Gold Anodized Aluminum Ball Ornament....Qty: 1

25' Aluminum Satin Finish Flagpole w/Gold Anodized Aluminum Ball Ornament....Qty: 1



*Flagpoles to be placed behind welcome sign. Model Open A-frame to be placed in front of sales center entrance.*

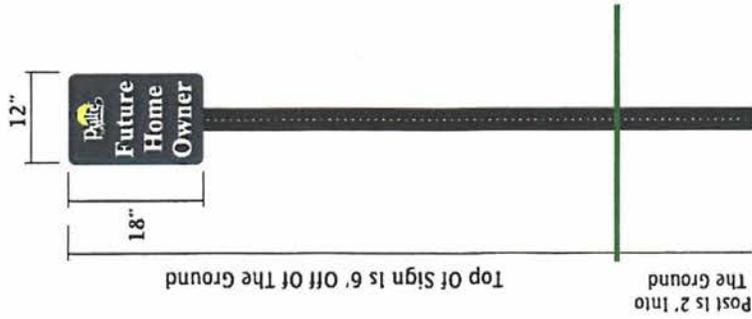
# Parking Signage – Homesite 26



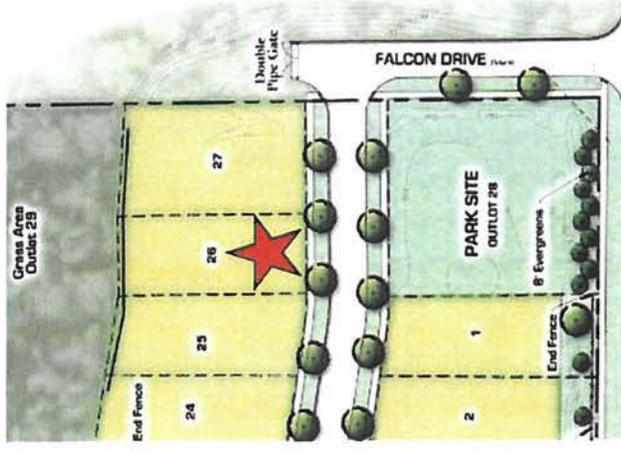
42"x20" Custom Made Aluminum Box Sign w/Aluminum Square Tubing Frame. Sign Is 4" Deep w/Front, Back & Side Faces Made Out Of .063 Aluminum Painted PMS 540. White Vinyl Lettering & Digitally Printed Logo To The Front & Back.

*Parking sign to be placed at entrance to parking lot.*

## Parking Signage – Homesite 26 (Continued)



18"x12" Single Sided .080 Aluminum w/Digitally Printed Faces To Match Pulte's Colors & Laminated.  
 Mounted To 8" Black U-channel Post. (2 Feet Of The Post Will Be In The Ground To Make The  
 Signs 6" Off Of The Ground.)  
 Qty: 4



*Future Homeowner Parking signs to be placed behind 4 parking spots in parking lot.*

**EXHIBIT "F"**  
**PLAT OF DEDICATION OF OFF-SITE ROADWAY PARCEL**

OWNER'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF COOK )
THIS IS TO CERTIFY THAT CHICAGO TITLE LAND TRUST DEPARTMENT, NOT PERSONALLY BUT AS TRUSTEEDOR TRUST AGREEMENT DATED MAY 7, 2012 AKA TRUST NO. 800235848 IS THE OWNER OF THE PROPERTY DESCRIBED ON THE PLAT HEREON AND HAS CAUSED THE SAME TO BE PLATTED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND STYLE THEREON INDICATED.
DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2020
CHICAGO TITLE LAND TRUST DEPT. BY: \_\_\_\_\_
TRUST #800235848 12 S. LA SALLE STREET, SUITE 2750 CHICAGO, IL 60603 TITLE: \_\_\_\_\_

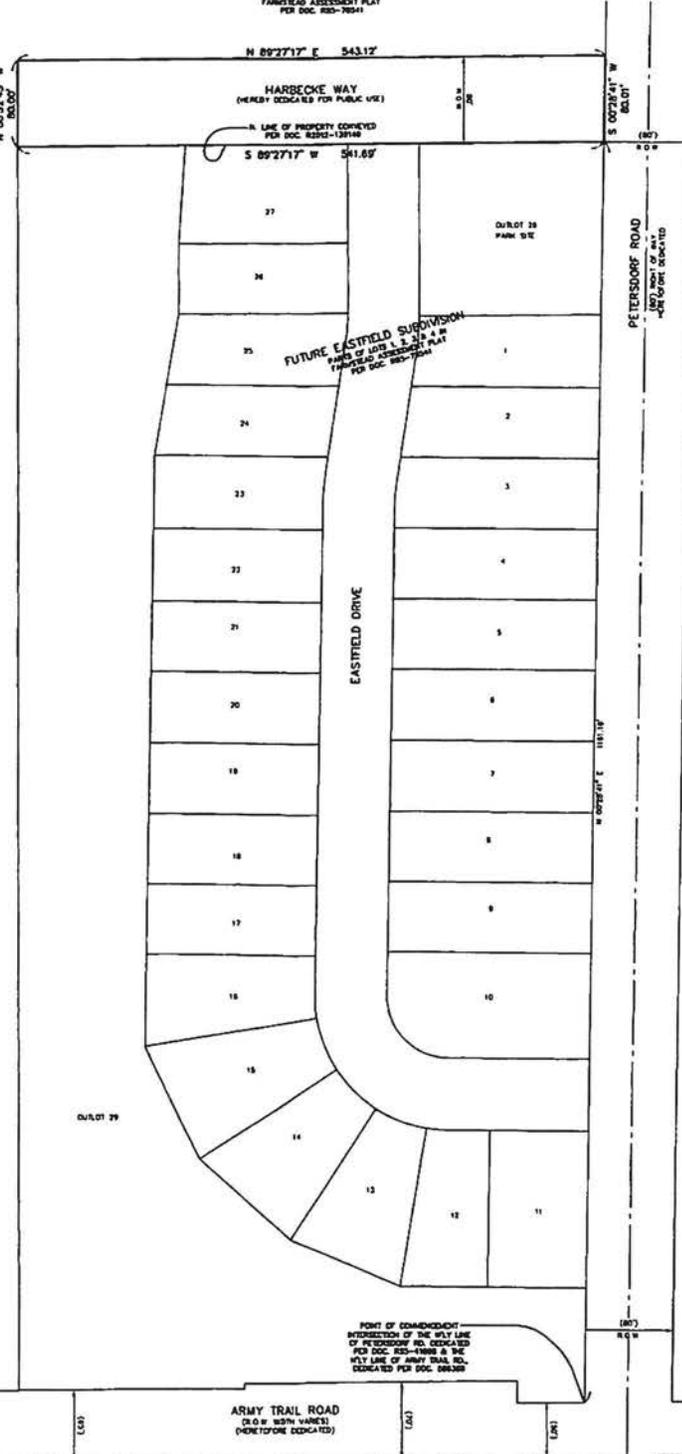
PLAT OF DEDICATION

PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

NOTARY'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF COOK )
I, A NOTARY PUBLIC IN AND FOR THE FORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATORS IN THE OWNER'S CERTIFICATE ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2020.
AFTER SEAL \_\_\_\_\_ NOTARY
PLEASE TYPE/PRINT NAME \_\_\_\_\_

UNRECORDED
FARMFIELD ASSESSMENT PLAT
FOR DOC. 8252-132148



THE PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING BY:
KYLE R. BROWN
ATTN: RECORDS DEPT.
200 N. WASHINGTON STREET
BARTLETT, IL 60103

PARCEL INDEX NUMBER
PART OF 01-15-303-028
VACANT LAND ALONG
PETERSDORF ROAD
NORTH OF ARMY TRAIL RD.
BARTLETT, ILLINOIS

LEGEND
- DEDICATION LIMITS (Dotted Line)
- ADJACENT PROPERTY LINE OR RIGHT-OF-WAY LINE (Dashed Line)
R.O.W. INDICATED BY \_\_\_\_\_

SURVEYOR'S NOTE:
1. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
2. BEARINGS SHOWN ARE ASSUMED.

ROADWAY DEDICATION DESCRIPTION

THAT PART OF LOTS 1 AND 2 IN FARMFIELD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1982 AS DOCUMENT 825-78541, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED FOR DOCUMENT NO. 825-11868 WITH THE NORTHERLY LINE OF ARMY TRAIL ROAD, AS DEDICATED FOR DOCUMENT NUMBER 825-11868, THENCE NORTH 00 DEGREES 29 MINUTES 41 SECONDS EAST, 118118 FEET ALONG SAID WESTERLY LINE TO THE NORTH LINE OF PROPERTY CONVEYED PER DOCUMENT 8252-132148 AND THE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 27 MINUTES 17 SECONDS WEST, 34348 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID PROPERTY CONVEYED, AFORSAID, THENCE NORTH 00 DEGREES 33 MINUTES 43 SECONDS WEST, 80100 FEET, THENCE NORTH 89 DEGREES 27 MINUTES 17 SECONDS EAST, 34312 FEET ALONG A LINE THAT IS 80 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE TO SAID WESTERLY RIGHT-OF-WAY LINE, THENCE SOUTH 00 DEGREES 29 MINUTES 41 SECONDS EAST, 80100 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

VILLAGE OF BARTLETT CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DUPAGE )
APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS.
THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_
BY: \_\_\_\_\_ VILLAGE PRESIDENT
ATTEST: \_\_\_\_\_ VILLAGE CLERK

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DUPAGE )
THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2020 AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M.
RECORDER OF DEEDS \_\_\_\_\_

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )
COUNTY OF DUPAGE )
THIS IS TO CERTIFY THAT I, PETER A. BLAZER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PROPERTY DESCRIBED HEREON FOR THE USES AS DESCRIBED HEREON.
GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2020.

PETER A. BLAZER
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2020
PROFESSIONAL DESIGN FIRM LICENSE NUMBER 194-029237
COPIES APRIL 30, 2021

ARMY TRAIL ROAD
(8.0 FT. W/TH VARIES)
(METROPOLIS DEDICATED)

PREPARED BY:
PULTE HOME COMPANY, LLC
1900 E. SCHAUMBURG ROAD, SUITE 300
SCHAUMBURG, IL 60173
(847)230-2592

CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2300 West Oak Creek, Suite 100 Aurora, Illinois
60502-9973 PH: 630.882.2100 FAX: 630.882.2199
www.cemcon.com
DSC NO.: 402134 FILE NAME: DEDICATION
DRAWN BY: AUB FLA. BK. / PG. NO. 063
COMPLETION DATE: 01-31-20 JOB NO.: 402134
02-14-20 VAB UPDATED FUTURE SUBDIVISION REFERENCE
04-10-20 VAB UPDATED FOR COMADIT LETTER DATED 3-19-20
06-23-20 VAB UPDATED FOR COMADIT LETTER DATED 6-09-20
07-14-20 VAB CHANGED STREET NAME
08-17-20 VAB CHANGED STREET NAME
Copyright © 2021 CEMCON, Ltd. All rights reserved.

THIS PLAT WAS PREPARED BY THE SURVEYOR'S OFFICE OF PETER A. BLAZER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072, AT 1900 E. SCHAUMBURG ROAD, SUITE 300, SCHAUMBURG, IL 60173. THE SURVEYOR'S OFFICE IS LICENSED UNDER LICENSE NUMBER 194-029237, EXPIRES APRIL 30, 2021.

**EXHIBIT "G"**  
**ELEVATIONS**



# Bartlett - Eastfield

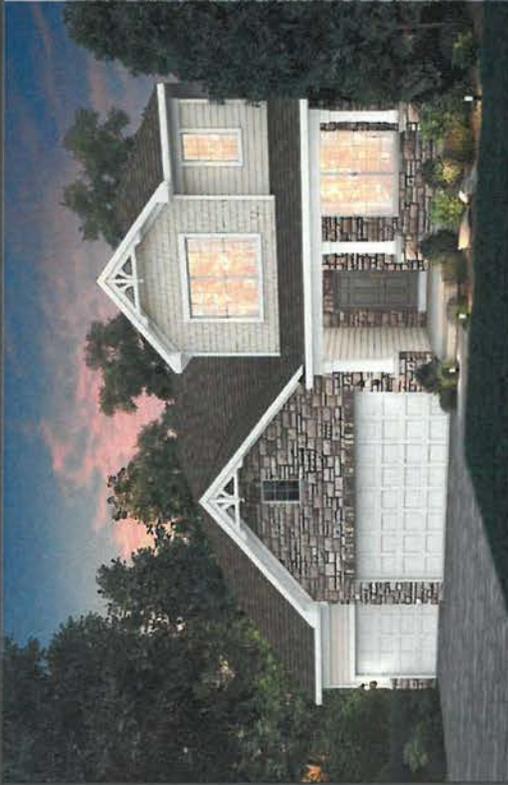
Proposed Elevations

May 15, 2020

# Product Line-up

	Square Footage	Bedrooms	Garage	Elevations
Greenfield	2,621 – 3,235	4 – 5	2 – 3	4
Hilltop	2,899 – 3,299	4 – 5	2 – 3	5
Riverton	3,126 – 3,437	4	2 – 3	5
Westchester	3,300 – 3,507	4 – 6	2 – 3	5
Willwood	3,169 – 3,878	4 – 6	2 – 3	5

# Greenfield





# Hilltop

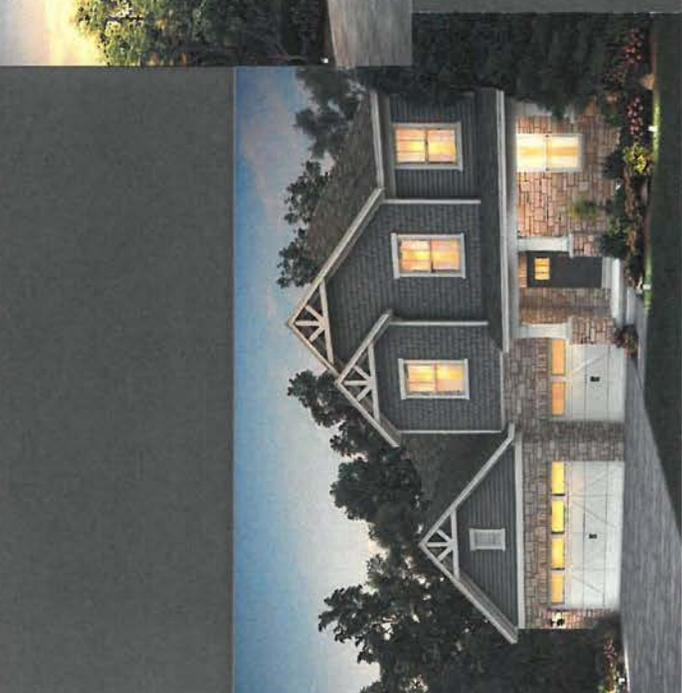
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# Riverton



# Westchester





# Willwood

**EXHIBIT "H"**  
**FEEES AND CONTRIBUTIONS**

<b>Bedrooms</b>	<b>3</b>	<b>4</b>	<b>5 or6</b>
Base Fee (1.36 x 1st 1250 SF)	\$1,700.00	\$1,700.00	\$1,700.00
Base Fee (.50 for each Additional SF)	\$685.00	\$824.50	\$824.50
Base Fee ( \$ 20 per car Space)	\$60.00	\$60.00	\$60.00
Village Impact Fee	\$2,323.47	\$2,671.63	\$2,955.85
Police Impact Fee	\$1,085.97	\$1,248.70	\$1,381.54
Fire Impact Fee	\$653.28	\$751.17	<b>\$831.08</b>
Park Impact Fee (after donating 0.63 acres of 1.02 acre requirement)	\$1,481.80	\$1,682.56	\$1,988.48
Library Impact Fee	\$472.52	\$543.32	\$601.12
School land Impact Fee	\$2,437.50	\$3,275.00	\$3,675.00
School Cash Impact Fee	\$3,633.57	\$4,701.33	\$5,342.92
Erosion Control	\$175.00	\$175.00	\$175.00
Plan Review Fee	\$100.00	\$100.00	\$100.00
Electrical	\$40.00	\$40.00	\$40.00
Village Municipal Building Fund	\$140.00	\$140.00	\$140.00
Occupancy Permit	\$100.00	\$100.00	\$100.00
Deck/Patio	\$100.00	\$100.00	\$100.00
Water Meter 1"	Cost of Meter +\$50.00	Cost of Meter +\$50.00	Cost of Meter +\$50.00
Water Tap Fee	\$1,680.00	\$1,680.00	\$1,680.00
Sewer Connection Fee	\$2,125.00	\$2,125.00	\$2,125.00
DuPage County Department of Transportation (\$572 per 1,000 sq. ft.)	\$1,716.00	\$1,716.00	\$1,716.00



# Agenda Item Executive Summary

Item Name Eastfield Subdivision - 13.975 Acre Annexation Committee or Board Board

## BUDGET IMPACT

Amount: N/A

Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

Pulte Home Company LLC is requesting to annex the 13.975 acre property owned by FJH Properties LLC in accordance with the Annexation Agreement for the proposed Eastfield Subdivision (Pulte) located at the northwest corner of Petersdorf and Army Trail Roads.

## ATTACHMENTS (PLEASE LIST)

PDS Memo, Ordinance with Exhibit

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve *Ordinance #2020- \_\_\_\_\_ An Ordinance Annexing the 13.975 Acre FJH Property at the Northwest Corner of Petersdorf and Army Trail Roads to the Village of Bartlett (Eastfield Subdivision)*
- Motion

Staff: Roberta Grill, Planning & Dev Services Director Date: 9/4/2020

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**20-127**

DATE: September 4, 2020  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta B. Grill, PDS Director *RBG*  
RE: Eastfield Subdivision – 13.975 Acre Annexation

---

Pulte Home Company LLC is requesting to **annex** the 13.975 acre property owned by FJH Properties LLC in accordance with the Annexation Agreement for the proposed Eastfield Subdivision (Pulte) located at the northwest corner of Petersdorf and Army Trail Roads.

The Ordinance with the exhibit is attached for your review.

**RECOMMENDATION**

***Move to approve Ordinance #2020- \_\_\_\_\_ An Ordinance Annexing the 13.975 Acre FJH Property at the Northwest Corner of Petersdorf and Army Trail Roads to the Village of Bartlett (Eastfield Subdivision)***

ORDINANCE 2020 - \_\_\_\_\_

**AN ORDINANCE ANNEXING THE 13.975 ACRE FJH PROPERTY AT THE  
NORTHWEST CORNER OF PETERSDORF AND ARMY TRAIL ROADS TO THE  
VILLAGE OF BARTLETT (EASTFIELD SUBDIVISION)**

---

**WHEREAS**, the territory hereinafter described is not within the corporate limits of any municipality, but is contiguous to the Village of Bartlett; and

**WHEREAS**, the territory hereinafter described lies within the Bartlett Fire Protection District, and the Village of Bartlett does not provide fire protection, but notice of the proposed annexation has been given as a courtesy to the Bartlett Fire Protection District; and

**WHEREAS**, the territory hereinafter described is part of the Bartlett Library District, and the Village of Bartlett does not provide public library services, and notice of the proposed annexation has been given as a courtesy to the Bartlett Library District; and

**WHEREAS**, the territory hereinafter described is not part of any Park District and the Village of Bartlett does not provide park services, but notice of the proposed annexation has been given as a courtesy to the Bartlett Park District; and

**WHEREAS**, the territory hereinafter described is located in Wayne Township and does not include any highway under the jurisdiction of the Township or any highway under the jurisdiction of any other township, but notice of the proposed annexation of the Territory has been given as courtesy to the Wayne Township Supervisor and Township Clerk; and

**WHEREAS**, a written Petition signed under oath by FJH Properties, LLC, an Illinois corporation, being the owner of record of all of the land within the territory hereinafter described, requesting annexation of the territory to the Village of Bartlett pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) has been filed with the Village Clerk of the Village of Bartlett; and

**WHEREAS**, no electors reside on the territory sought to be annexed to the Village of Bartlett; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to annex the territory hereinafter described to the Village of Bartlett;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, that the following territory herein described:

THAT PART OF LOTS 1, 2, 3 AND 4 IN FARMSTEAD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1985 AS DOCUMENT NUMBER R85-78541, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED PER DOCUMENT NO. R85-41668, SAID WESTERLY LINE BEING PARALLEL WITH AND 40 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15, AND THE NORTHERLY LINE OF ARMY TRAIL ROAD, AS DEDICATED PER DOCUMENT NO. 598388; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 64.43 FEET

(RECORD 62.97 FEET); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE NORTHERLY LIMITS OF THE PROPERTY DESCRIBED IN CASE NO. 94 L 00466 IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL CIRCUIT, DUPAGE COUNTY: 1) NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST A DISTANCE OF 20.00 FEET (RECORD 20.00 FEET); 2) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 250.00 FEET (RECORD 250.00 FEET); 3) SOUTH 00 DEGREES 30 MINUTES 20 SECONDS EAST A DISTANCE OF 5.00 FEET (RECORD 5.00 FEET); 4) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 207.98 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 1145.97 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 40 SECONDS EAST PARALLEL WITH THE NORTH LINE OF ARMY TRAIL ROAD A DISTANCE OF 542.17 FEET TO THE WEST LINE OF SAID PETERSDORF ROAD; THENCE SOUTH 00 DEGREES 28 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID PETERSDORF ROAD A DISTANCE OF 1161.14 FEET TO SAID POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

PIN: 01-15-303-029; and (the "Territory"), is hereby annexed to the Village of Bartlett, an Illinois municipal corporation of DuPage, Cook and Kane Counties, Illinois.

**SECTION TWO:** That the Village Clerk is authorized and directed to cause a certified copy of this Ordinance, together with the Plat of Annexation thereof prepared by Cemcon, Ltd. dated January 31, 2020, last revised June 23, 2020, a copy of which is attached hereto as **Exhibit A**, the same being an accurate map of the Territory hereby annexed, to be recorded with the Recorder of Deeds and filed with the County Clerk of DuPage County, Illinois, and to report such annexation to the election authorities having

jurisdiction in the Territory and the post office branches serving the Territory, within 30 days of such annexation.

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** September 15, 2020

**APPROVED:** September 15, 2020

\_\_\_\_\_  
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 2020-\_\_\_\_\_, enacted on September 15, 2020 and approved on September 15, 2020, as the same appears from the official records of the Village of Bartlett.

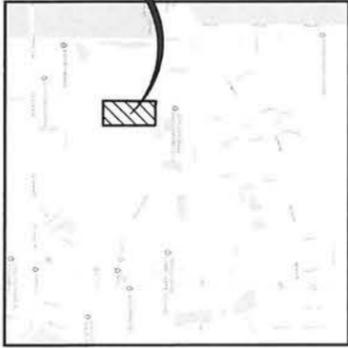
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Lorna Giles, Village Clerk

# PLAT OF ANNEXATION TO THE VILLAGE OF BARTLETT

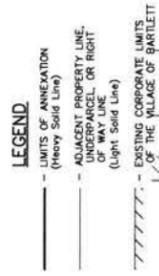
PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

**SITE LOCATION**



**VICINITY MAP**

**PARCEL INDEX NUMBER**  
01-15-303-029



UNSUBDIVIDED  
FARMSTEAD ASSESSMENT PLAT  
PER DOC. R85-78541

N. LINE OF PROPERTY CONVEYED  
PER DOC. R2012-139149  
(N 89°29'40" E 542.17')  
(N 89°27'17" E 541.69')

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND ANNEXED AS INDICATED THEREON, FOR THE SAME TO BE SURVEYED AND ANNEXED SET FORTH. ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING ANNEXED AFORESAID AND, TO THE BEST OF THE OWNER'S KNOWLEDGE AND BELIEF, SAID PROPERTY LIES ENTIRELY WITHIN THE BOUNDARIES OF THE U-46 SCHOOL DISTRICT.

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY  
1900 E. SCHLAUBURG ROAD, SUITE 300  
SCHLAUBURG, IL 60173

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

OWNER \_\_\_\_\_

### NOTARY'S CERTIFICATE

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

I HEREBY CERTIFY THAT \_\_\_\_\_, WHOSE NAME IS SUBSCRIBED IN THE FOREGOING CERTIFICATE IS (ARE) KNOWN TO ME AS SUCH OWNER.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

NOTARY PUBLIC SEAL

MY COMMISSION EXPIRES: \_\_\_\_\_

UNSUBDIVIDED  
FARMSTEAD ASSESSMENT PLAT  
PER DOC. R85-78541

### RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF DUPAGE )

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AT O'CLOCK \_\_\_\_\_ M. AND

RECORDED \_\_\_\_\_ PAGE \_\_\_\_\_ AS DOCUMENT NO. \_\_\_\_\_

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

COUNTY RECORDER

### ANNEXATION CERTIFICATE

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF \_\_\_\_\_ )

THIS IS TO CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE TERRITORY BEING ANNEXED TO THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS BY ORDINANCE NO. \_\_\_\_\_ APPROVED ON \_\_\_\_\_

DATED AT BARTLETT, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

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

VILLAGE PRESIDENT

ATTEST: \_\_\_\_\_

VILLAGE CLERK

### PARCEL DESCRIPTION

(RECORD DESCRIPTION PER DOCUMENT R2012-139149)

THAT PART OF LOTS 1, 2, 3 AND 4 IN FARMSTEAD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, AS DESCRIBED IN RECORD DOCUMENT NUMBER R85-78541, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED PER DOCUMENT NO. R85-41668, SAID WESTERLY LINE BEING PARALLEL WITH AND 40 FEET WESTERLY OF, AS SHOWN ON SAID PLAT, TO THE EAST LINE OF ARMY TRAIL ROAD, 1/4 OF SECTION 15, AND THE WESTERLY LINE OF ARMY TRAIL ROAD, AS DEDICATED PER DOCUMENT NO. 988388; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 64.43 FEET (RECORD 62.87 FEET); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE NORTHERLY LIMITS OF THE PROPERTY DESCRIBED IN CASE NO. 94 L 00466 IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL CIRCUIT, DUPAGE COUNTY: 1) NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST A DISTANCE OF 207.98 FEET (RECORD 200.00 FEET); 2) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 207.98 FEET (RECORD 250.00 FEET); 3) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 207.98 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 1145.97 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 40 SECONDS EAST PARALLEL WITH THE NORTH LINE OF SAID PETERSDORF ROAD, THENCE SOUTH 00 DEGREES 28 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID PETERSDORF ROAD A DISTANCE OF 1161.14 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

### SURVEYOR'S CERTIFICATE

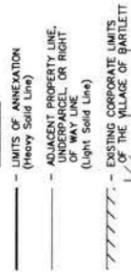
STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT I, PETER A. BLAESER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF BARTLETT.

DATED AT AURORA, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 30772  
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2020  
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-003775  
EXPIRATION DATE IS APRIL 30, 2021

### LEGEND



(80')  
R.O.W.



# Agenda Item Executive Summary

Item Name Eastfield Subdivision - 0.996 Acre Annexation Committee or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Pulte Home Company LLC is requesting to **annex** the 0.996 acre property owned by Chicago Title Land Trust Company Trust #8002359484 in accordance with the Annexation Agreement for the proposed Eastfield Subdivision (Pulte) located at the northwest corner of Petersdorf and Army Trail Roads.

## ATTACHMENTS (PLEASE LIST)

PDS Memo, Ordinance with Exhibit

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve *Ordinance #2020- \_\_\_\_\_ An Ordinance Annexing the 0.996 Acre Off-Site Roadway Parcel at the Northwest Corner of Petersdorf and Army Trail Roads to the Village of Bartlett (Eastfield Subdivision)*
- Motion

Staff: Roberta Grill, Planning & Dev Services Director Date: 9/4/2020

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**20-128**

DATE: September 4, 2020  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta B. Grill, PDS Director *RBG*  
RE: Eastfield Subdivision – 0.996 Acre Annexation

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Pulte Home Company LLC is requesting to **annex** the 0.996 acre property owned by Chicago Title Land Trust Company Trust #8002359484 in accordance with the Annexation Agreement for the proposed Eastfield Subdivision (Pulte) located at the northwest corner of Petersdorf and Army Trail Roads.

The Ordinance with the exhibit is attached for your review.

**RECOMMENDATION**

***Move to approve Ordinance #2020- \_\_\_\_\_ An Ordinance Annexing the Off-Site Roadway Parcel at the Northwest Corner of Petersdorf and Army Trail Roads to the Village of Bartlett (Eastfield Subdivision)***

ORDINANCE 2020 - \_\_\_\_\_

**AN ORDINANCE ANNEXING THE 0.996 ACRE CHICAGO TITLE LAND TRUST COMPANY TRUST #8002359484 PROPERTY AT THE NORTHWEST CORNER OF PETERSDORF AND ARMY TRAIL ROADS TO THE VILLAGE OF BARTLETT (EASTFIELD SUBDIVISION)**

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**WHEREAS**, the territory hereinafter described is not within the corporate limits of any municipality, but is contiguous to the Village of Bartlett; and

**WHEREAS**, the territory hereinafter described lies within the Bartlett Fire Protection District, and the Village of Bartlett does not provide fire protection, but notice of the proposed annexation has been given as a courtesy to the Bartlett Fire Protection District; and

**WHEREAS**, the territory hereinafter described is part of the Bartlett Library District, and the Village of Bartlett does not provide public library services, and notice of the proposed annexation has been given as a courtesy to the Bartlett Library District; and

**WHEREAS**, the territory hereinafter described is not part of any Park District and the Village of Bartlett does not provide park services, but notice of the proposed annexation has been given as a courtesy to the Bartlett Park District; and

**WHEREAS**, the territory hereinafter described is located in Wayne Township and does not include any highway under the jurisdiction of the Township or any highway under the jurisdiction of any other township, but notice of the proposed annexation of the Territory has been given as courtesy to the Wayne Township Supervisor and Township Clerk; and

**WHEREAS**, a written Petition signed under oath by Chicago Title Land Trust Company Not Personally But As Trustee Under A Trust Agreement Dated May 7, 2012 And Known As Trust No. 8002359484, being the owner of record of all of the land within the territory hereinafter described, requesting annexation of the territory to the Village of Bartlett pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) has been filed with the Village Clerk of the Village of Bartlett; and

**WHEREAS**, no electors reside on the territory sought to be annexed to the Village of Bartlett; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to annex the territory hereinafter described to the Village of Bartlett;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, that the following territory herein described:

**THAT PART OF LOTS 1 AND 2 IN FARMSTEAD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1985 AS DOCUMENT R85-78541, DESCRIBED AS FOLLOWS:**

**COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED PER DOCUMENT NO. R85-41668 WITH THE NORTHERLY LINE OF ARMY TRAIL ROAD, AS DEDICATED PER DOCUMENT NO. 598388; THENCE NORTH 00 DEGREES 28 MINUTES 41 SECONDS EAST, 1161.16 FEET ALONG SAID WESTERLY LINE TO THE NORTH LINE OF PROPERTY CONVEYED PER DOCUMENT R2012-139149 AND THE POINT OF BEGINNING;**

THENCE SOUTH 89 DEGREES 27 MINUTES 17 SECONDS WEST, 541.69 FEET ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID PROPERTY CONVEYED, AFORESAID; THENCE NORTH 00 DEGREES 32 MINUTES 43 SECONDS WEST, 80.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 17 SECONDS EAST, 543.12 FEET ALONG A LINE THAT IS 80 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE TO SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 28 MINUTES 41 SECONDS EAST, 80.01 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Part of PIN: 01-15-303-029; and (the "Territory"), is hereby annexed to the Village of Bartlett, an Illinois municipal corporation of DuPage, Cook and Kane Counties, Illinois.

**SECTION TWO:** That the Village Clerk is authorized and directed to cause a certified copy of this Ordinance, together with the Plat of Annexation thereof prepared by Cemcon, Ltd. dated January 31, 2020, last revised June 23, 2020, a copy of which is attached hereto as **Exhibit A**, the same being an accurate map of the Territory hereby annexed, to be recorded with the Recorder of Deeds and filed with the County Clerk of DuPage County, Illinois, and to report such annexation to the election authorities having jurisdiction in the Territory and the post office branches serving the Territory, within 30 days of such annexation.

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** September 15, 2020

**APPROVED:** September 15, 2020

\_\_\_\_\_  
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 2020-\_\_\_\_\_, enacted on September 15, 2020 and approved on September 15, 2020, as the same appears from the official records of the Village of Bartlett.

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





## AGENDA ITEM EXECUTIVE SUMMARY

Item Name	Eastfield Subdivision – Annexation, Rezoning, Preliminary/Final Plat of Subdivision, Special Use and Amendment to the Future Land Use Plan	Committee or Board	Board
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### BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

### EXECUTIVE SUMMARY

The Petitioner is requesting to **subdivide** 13.975 acres at the northwest corner of Petersdorf and Army Trail Roads for a proposed 29 lot subdivision. Upon annexation, the petitioner would be requesting to **rezone** the property from the ER-1 Estate Residence Zoning District to the SR-3 Suburban Residence District.

The development would include 27 single family lots with a minimum lot size of 10,010 square feet and an average lot size of 11,543 square feet. Lot 28 would be dedicated to the Park District for a park site with Lot 29 consisting of a 0.44-acre wetland, wetland buffer area, bike path easement and stormwater retention area.

A berm and 6-ft tall solid wood fence would be installed along Petersdorf Rd. to screen the homes from the Bartlett High School athletic fields to the east. In addition, a 4-ft tall black aluminum fence would be installed along the east side of Lot 29 adjacent to Lots 15-23 to provide a safety barrier between these lots and the retention pond. Both fences along with the lot identified for detention/retention would be maintained by the future homeowners association.

A **Special Use Permit** is being requested to allow for the retention area to discharge into the wetland buffer.

The Petitioner is also requesting an **amendment to the Bartlett Future Land Use Plan** which designates the area as “Mixed Use Business Park” and “Estate Residential, 0-2 du/net acre” to “Suburban Residential, 2-5 du/net acre”.

The **Plan Commission** reviewed the Petitioner’s requests for **Rezoning (upon annexation), Preliminary/Final Subdivision, the Special Use Permit, and an amendment to the Bartlett Future Land Use Plan**, and conducted the requisite public hearing at their meeting on August 13, 2020. The Plan Commission recommended **approval** subject to the Findings of Fact and conditions outlined by Staff.

The **Committee of the Whole** reviewed the Petitioner’s requests at their meeting on September 1, 2020. The Committee forwarded the petition on to the Village Board for a final vote.

### ATTACHMENTS (PLEASE LIST)

PDS Memo, Ordinance with Exhibits

### ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to Approve Ordinance #20-\_\_\_\_\_ *An Ordinance Rezoning the 13.975 Acre FJH Property From the ER-1 Estate Residence Zoning District to the SR-3 Suburban Residence Zoning District, Approving a Preliminary/Final Subdivision, Granting a Special Use Permit for Wetlands, And Amending the Future Land Use Plan for Eastfield Subdivision*
- Motion

Staff: Roberta Grill, Planning & Development Services Director Date: 9/4/2020

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**20-129**

DATE: September 4, 2020  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta Grill, Planning & Development Services Director *RBG*  
RE: **(#20-04) Eastfield Subdivision**

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**PETITIONER**

Pulte Home Company LLC

**SUBJECT SITE**

Northwest corner of Petersdorf and Army Trail Rd.

**REQUESTS**

**Annexation**

**Rezoning (upon annexation) from the ER-1 Estate Residence Zoning District to SR-3 Suburban Residence Zoning District,**

**Preliminary/Final Subdivision,**

**Special Use Permit - to allow a retention basin to discharge into a wetland,  
Comprehensive Plan Amendment to the Future Land Use Plan to allow the  
subject property to change from Mixed Use Business Park Uses to Suburban  
Residential Uses (2-5 dwelling units per acre)**

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
Subject Property	Vacant	<b>Mixed Use Business Park &amp; Estate Residential (0-2 DU/Acre)</b>	<b>R-2*</b>
North	Vacant	Estate Residential & Future School Site	R-2*
South	Institutional & Residential	Institutional (Church) & Estate Residential	ER-3 / R-2*
East	Institutional	Institutional (Bartlett High School)	P-1
West	Vacant	Mixed Use Business Park	R-2*

\*DuPage County Zoning

**BACKGROUND**

Pulte Homes submitted a Concept Plan for the subject property which was reviewed by the Committee of the Whole at their May 19, 2019 meeting. The

Concept Plan was for 29 single family lots to be zoned SR-3. The Village Board Committee was receptive of the plan and indicated that the Petitioner move forward with a full submittal. *The Concept Plan and minutes of the Committee of the Whole are attached.*

## **DISCUSSION**

1. The Petitioner is requesting to **annex, rezone (upon annexation), and subdivide** 13.98 acres at the northwest corner of Petersdorf and Army Trail Roads for a proposed 29 lot subdivision. The Petitioner is also requesting to annex 0.996 acres north of the subdivision which will be dedicated as right-of-way to provide a second access point for this subdivision.
2. The development would include 27 single family lots with a minimum lot size of 10,010 square feet and an average lot size of 11,543 square feet. Lot 28 would be dedicated to the Park District for a park site with Lot 29 consisting of a 0.44-acre wetland, wetland buffer area, bike path easement and stormwater retention area.
3. Upon annexation, the petitioner would be requesting to rezone the property from the ER-1 Estate Residence Zoning District to the SR-3 Suburban Residence Zoning District. The net density of the site (excluding rights-of-way) would be 2.18 dwelling units per acre.
4. The Petitioner is requesting an **amendment to the Bartlett Future Land Use Plan** which designates the area as "Mixed Use Business Park" and "Estate Residential, 0-2 du/net acre" to "Suburban Residential, 2-5 du/net acre".
5. A berm and 6-ft tall solid wood fence would be installed along Petersdorf Rd. to screen the homes from the Bartlett High School athletic fields. In addition, a 4-ft tall black aluminum fence would be installed along the east side of Lot 29 adjacent to Lots 15-23 to provide a safety barrier between these lots and the retention pond. The homeowners association would be responsible for the maintenance of the fences along with the lot designated for detention/retention purposes.
6. The Petitioner will also be installing a sidewalk along the west side Petersdorf Road as required in the Subdivision Ordinance. Due to the existing grading of the right of way and location of the wetland on the site, the bike path will be installed within a bike path easement on Lot 29 rather than the Army Trail Road right of way.
7. The Petitioner is requesting a **Special Use Permit** to allow the retention area to discharge into the wetland buffer.
8. The Landscape and Engineering Plans are currently under review by the Staff.

**RECOMMENDATION**

1. The Staff recommends **approval** of the Petitioner's requests subject to the following conditions and Findings of Fact:
  - A. Staff approval of the Landscape Plans;
  - B. Village Engineer approval of the Engineering and Stormwater Plans;
  - C. DuPage County Stormwater Management approval of the wetland and wetland area buffer impacts from the proposed development and bike path construction;
  - D. Payment of recapture fees as outlined in the Utilities and Recapture Agreement approved by Resolution 2014-36-R; unless documentation is provided to the staff that this recapture fee has been waived;
  - E. Park District approval of the proposed park site dedication;
  - F. A berm and 6-ft tall solid wood fence with metal poles shall be installed in the landscape easement on Lots 1-10 and shall be maintained by the HOA.
  - G. A 4-ft tall black aluminum fence shall be installed along the east side of Lot 29 adjacent to Lots 15-23 and shall be maintained by the HOA;
  - H. A 10-foot wide bike path shall be installed within the bike path easement on Lot 29;
  - I. Parkway trees and sidewalks shall be installed along all public rights of way in accordance with the Subdivision Ordinance.
  - J. Village Attorney approval of homeowner's association covenants and disclosure document pertaining to the proximity of the subject property to Bartlett High School and that the future homeowners are aware of the noise that may be emitted (amplification and athletic events) from this property;
  - K. That the granting of the Special Use is in harmony with the general purpose and intent of this Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the Village's Comprehensive Plan and Official Map for development;
    - i. That the granting of the Special Use will not:
      - a. Diminish the value of land and building in its neighborhood;
      - b. Increase the potential for flood damages to adjacent property;
      - c. Incur additional public expenses for flood protection, rescue or relief;
      - d. Increase the hazard from other dangers to said property
      - e. Otherwise impair the public health, safety, comfort or general welfare of the inhabitants of the Village, nor will it otherwise create a nuisance.
    - ii. The Special Use shall meet any additional criteria outlined in Ordinance 88-7, the Village of Bartlett Floodplain and Wetland Ordinance.

2. The Plan Commission reviewed the Petitioner's requests for Rezoning, Preliminary/Final Subdivision, the Special Use Permit and an Amendment to the Future Land Use Plan and conducted the requisite public hearing on August 13, 2020. **The Plan Commission recommended approval** of the requests subject to the conditions and Findings of Fact recommended above by the Staff.
3. The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on **September 1, 2020**. **The Committee forwarded the petition on to the Village Board for a final vote.**
4. The Ordinance with Exhibits is attached for your reference.

ORDINANCE 2020 - \_\_\_\_\_

**AN ORDINANCE REZONING THE 13.975 +/- ACRE FJH PROPERTY FROM THE ER-1 ESTATE RESIDENCE ZONING DISTRICT TO THE SR-3 SUBURBAN RESIDENCE ZONING DISTRICT, APPROVING A PRELIMINARY/FINAL SUBDIVISION, GRANTING A SPECIAL USE PERMIT FOR WETLANDS, AND AMENDING THE FUTURE LAND USE PLAN FOR EASTFIELD SUBDIVISION**

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**WHEREAS**, FJH Properties LLC, (the "Owner") is the owner of record of real estate comprising approximately 13.975+/- acres located in DuPage County Illinois, which is legally described on **Exhibit A-1** attached hereto (the "Property"), and

**WHEREAS**, the Property is contiguous to the Village of Bartlett (the "Village") and has not been previously annexed to any municipality; and

**WHEREAS**, the Owner has filed with the Village Clerk a sworn Petition for Annexation of the Property to the Village of Bartlett pursuant to the provisions of Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

**WHEREAS**, Pulte Home Company LLC, is the contract purchaser and proposed developer ("the Developer") of the Property; and

**WHEREAS**, Patti A. Bernhard, attorney for and on behalf of the Developer, has filed a petition (with the consent of the Owner) (1) to rezone the 13.975+/- acres of the Property to the ER-1 Estate Residence District, the zoning district to which it is automatically zoned upon annexation, and to further rezone the Property to the SR-3 Suburban Residence Zoning District; (2) for approval of the Preliminary/Final Subdivision; (3) for a special use permit to allow a retention basin to discharge into a wetland; and (4) for a Comprehensive Plan Amendment to the Future Land Use Plan to allow the designation of the Property to change from Mixed Use Business Park and

Estate Residential Uses to Suburban Residential Uses (2-5 dwelling units per acre), (collectively, the “Zoning Requests”); and

**WHEREAS**, after notice was duly (1) published in a newspaper of general circulation in the Village; (2) mailed to all property owners within 250 feet of the Property by certified mail; (3) posted on the Property, all in accordance with State law and the Village ordinances; the Bartlett Plan Commission conducted a public hearing on August 13, 2020 on the Zoning Requests and has made its report to the Village President and Board of Trustees (the “Corporate Authorities”) regarding the land use and development contemplated herein and has made certain findings of fact and recommended approval thereof to the Corporate Authorities subject to certain conditions; and

**WHEREAS**, on September 15, 2020, the Corporate Authorities held a public hearing on an Annexation Agreement concerning the development of the Property and the adjoining property which is legally described on **Exhibit A-2** attached hereto (the “Off-Site Roadway Parcel”) pursuant to public notice as required by the provisions of Section 11-15.1-1, *et seq.* of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*), and on September 15, 2020 passed an ordinance approving the Annexation Agreement between the Owner, Chicago Title Land Trust Company, not personally but as trustee under trust agreement dated May 7 2012 and known as Trust No. 8002359484 (the “Off-Site Roadway Owner”), the Developer and the Village, which ordinance is hereinafter referred to as the “Annexation Agreement Ordinance” and which agreement is hereby expressly incorporated herein by this reference and is hereinafter referred to as the “Annexation Agreement”; and

**WHEREAS**, pursuant to the terms of the Annexation Agreement, the Corporate Authorities passed an ordinance on September 15, 2020 annexing the Property legally described and depicted on the Plat of Annexation attached hereto as **Exhibit B-1**, and an Ordinance annexing the Off-Site Roadway Parcel legally described and depicted on the Plat of Annexation attached hereto as **Exhibit B-2**, to the Village, which ordinances are hereinafter collectively referred to as the “Annexation Ordinances”; and

**WHEREAS**, the Annexation Agreement provides, among other things, that the Corporate Authorities will approve the Zoning Requests with respect to the Property by passing the “Approval Ordinance” as that term is defined therein, subject to certain conditions and restrictions, and this Ordinance is intended to constitute the said “Approval Ordinance”;

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

**SECTION ONE:** The Preliminary/Final Plat of Subdivision of the Eastfield Subdivision prepared by Cemcon, Ltd. dated February 03, 2020 and last revised August 17, 2020, attached hereto as **Exhibit C**, and expressly made part of this Ordinance (the “Preliminary/Final Plat of Subdivision”) is hereby approved, subject to the following conditions:

1. Public Improvement Security. Prior to commencing construction (except for mass grading work secured by other security in the event an early earthwork permit is issued by the Village), the Developer shall submit (i) an irrevocable standby letter of credit, in form set forth in the Bartlett Subdivision and PUD Ordinance (the “Subdivision Ordinance”) except as otherwise approved by the Village Attorney and in amounts approved by the Village Engineer (the “Letter of Credit”), issued by a federally insured financial institution which meets the minimum requirements therefor under the Subdivision Ordinance, or (ii) a performance bond and a labor and material payment

bond in form set forth in the Subdivision Ordinance, except as otherwise approved by the Village Attorney, issued by a surety authorized by the Illinois Department of Insurance to issue and sign sureties in Illinois, with a financial strength rating ("FSR") of at least A- from A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency (the "Performance and Payment Bonds"), or (iii) a cash bond in form set forth in the Subdivision Ordinance except as otherwise approved by the Village Attorney, to ensure that the on-site and off-site public improvements for the Property and the Off-Site Roadway Parcel will be timely completed and fully paid for by the Developer.

2. Easements. Prior to commencing construction, the recording of easements approved by the Village Attorney and the Village Engineer for all drainage, detention and retention facilities and public utilities with appropriate access thereto, as set forth in the Subdivision Ordinance and as may be required based upon the final engineering plans submitted by the Developer and approved by the Village Engineer in his reasonable discretion, whether all such easements are granted as part of the Preliminary/Final Plat of Subdivision, or by separate grant of easement signed by the respective Owner(s) or by the Developer after it has become the new owner of the Property.

3. Land and Cash Donations. By agreement of the parties, the Developer, after it becomes the Owner of the Property and the Preliminary/Final Plat of Subdivision has been recorded, shall convey approximately 0.63-acres of high and dry land (depicted as Lot 28 on the Preliminary/Final Plat of Subdivision) (the "Park Site") as a land donation to the Bartlett Park District, and the Developer shall pay cash-in-lieu of land contributions for the balance of the park donation (after credit for said land donation) to the Bartlett Park District of \$1,481.80 paid on a per lot basis for a three bedroom home, or \$1,682.56 per lot for a four bedroom home, or \$1,988.48 per lot for a five or six bedroom home, and cash donations and/or cash-in-lieu of land contributions for the Police, Fire, Library, School and Village contributions (other than Municipal Building Fund) in accordance with the Donation Ordinance in effect at the time each building permit in the development is applied for. The actual cash and cash-in-lieu of land contribution amounts shall be recalculated and adjusted based on the actual number of bedrooms per unit when the building permit for each unit is applied for. The conveyance of the Park Site shall not be made until after the Park Site has been annexed to the Bartlett Park District, the Developer has met the topography and grading requirements, including without limitation, the establishment of an acceptable stand of grass as set forth in Section 11-10-7:E and has completed the Conveyance of Land Requirements set forth in Section 11-10-11 of the Bartlett Donation Ordinance codified as Title 11 of Chapter 10 of the Bartlett Municipal Code. The Developer shall also install evergreen trees on the Park Site in accordance with the Landscape Plan, however once the Park Site has been conveyed and accepted by the Park District, Developer shall have no further obligation to water or maintain said established turf or maintain said evergreen trees. In addition, the Developer shall pay the sum of \$140 per lot to the Village as a contribution to the Village's Municipal Building Fund, payable at the time of application for a building permit for each unit.

4. Road Improvements. The Developer shall construct all on-site and off-site road improvements in accordance with the approved Engineering Plans and the provisions of the Subdivision Ordinance, including without limitation, installing and marking a pedestrian crosswalk across Petersdorf Road in accordance with the final Engineering Plans.

5. Prior to the issuance of a building permit for the Property, the Developer shall execute and deliver to the Village a Public Improvements Completion Agreement (the "PICA") in form set forth in the Subdivision Ordinance, except as modified and approved by the Village Attorney, agreeing to be liable and obligated to construct, complete and fully pay for all of the on-site and off-site public improvements in strict accordance with the final engineering plans for the Property as the same may be approved by the Village Engineer, and in compliance with the Subdivision Ordinance, which PICA shall provide, among other things, that in the event any public improvements, including, without limitation, (i) site grading and proposed locations of stockpiled and stored materials; (ii) erosion control; (iii) on-site and off-site underground improvements; (iv) water distribution system improvements, including transmission mains for domestic and fire flows; (v) sanitary sewer system improvements, including interceptor and collector sewer lines to connect to sewage treatment facilities; (vi) stormwater management system improvements, including, the acre feet of stormwater storage necessary for the Property and on-site and off-site floodwater routing and detention basin and retention pond improvements; (vii) on-site and off-site roadway improvements, including curbs, gutters, and driveway approaches, street lights, sidewalks, parkway trees and parkway landscaping; (viii) other landscaping on public property or property to be conveyed to a public entity as required in the Subdivision Ordinance; and (ix) bike path on Lot 29 (collectively, the "Public Improvements"), and/or any of the existing public improvements on or within 1,000 feet of the Property or the Off-Site Roadway Parcel, are damaged it shall be presumed to be as a result of the on-site or off-site construction activities of the Developer or its sub-contractors, and that all such damage shall be promptly repaired, or caused to be repaired, to the Village's satisfaction by the Developer without cost to the Village. Notwithstanding the foregoing, site grading work may commence before the PICA has been signed by the Developer and the Village, provided the Early Earth Work Requirements set forth in the Annexation Agreement have been satisfied, and provided the Corporate Authorities have approved of an early earth work permit

6. Protection of Public Improvements. Prior to the issuance of a building permit for the Property (excluding site grading performed pursuant to an early earth work permit), the Developer shall cause to have been deposited with the Village security as provided in the Subdivision Ordinance that it will not only complete and fully pay for the Public Improvements, but also that it will maintain the Public Improvements for a period of 20 months after acceptance of the Public Improvements by the Corporate Authorities (the "Maintenance Period"). Upon completion of the Public Improvements, the Developer shall transfer title thereto to the Village by warranty Bill of Sale in the form prescribed in the Subdivision Ordinance and shall deposit a maintenance "security" in

accordance with the requirements of the Subdivision Ordinance prior to the acceptance of the Public Improvements by the Corporate Authorities.

7. All existing and new utilities and communication facilities on the Property, including telephone, electric and cable television which serve and/or will serve the Property, or any part hereof, shall be installed underground. The Developer shall promptly notify all utility and communication companies of the need for such underground installation and services prior to the construction of any improvements for the development and shall provide the Village with a copy of such notice.

8. No construction of any Public Improvements on or adjacent to the Property, including, but not limited to, site grading, shall commence until the Developer and all contractors and subcontractors hired by the Developer, or any of them, to construct all or a portion of the Public Improvements have furnished the Village with certificates of insurance evidencing that each of them has in place commercial general liability, business auto liability, worker compensation and employer's liability insurance in such amounts and coverages as required in the Subdivision Ordinance, except as otherwise approved by the Village Attorney, and naming the Village as additional insureds thereon, subject to the foregoing requirements and the requirement in paragraph 9 of this Section. Site grading only may commence pursuant to the issuance of an early earthworks permit issued by the Corporate Authorities. Installation of underground improvements and other Public Improvements may commence upon the issuance of a Site Development Permit prior to the establishment of a special service area for the Subdivision as provided in the Annexation Agreement.

9. Prior to commencing construction, the Developer shall submit an Erosion Control Plan to the Village Engineer for his review and approval. During construction the Developer shall adhere to measures for the prevention of soil erosion pursuant to the Village Erosion Control Ordinance, or the "Procedures and Standards for Urban Soil Erosion and Sedimentation Control in Illinois", published in 1981, as amended, and the recommended procedures of the DuPage County Soil and Water Conservation District, whichever is more restrictive.

10. The development of the Property, shall be governed by the requirements of the Subdivision Ordinance, the Bartlett Building Code (the "Building Code"), the Bartlett Zoning Ordinance (the "Zoning Ordinance"), and the other provisions of the Bartlett Municipal Code as the same are amended from time to time and in effect and of general applicability, except to the extent that any such ordinance or code is expressly and specifically modified by the Annexation Agreement, this Ordinance, or other ordinances specifically related to the development of the Property that are consistent with the terms of the Annexation Agreement.

11. Engineering Approval. The Village Engineer's approval of the final engineering plans for the Subdivision and Off-Site Roadway Parcel, including detention and stormwater management requirements, final grades, drainage, utilities, street design and cost estimates.

12. Declaration of Covenants, Conditions and Restrictions. The Developer shall submit a copy of the Declaration of Covenants for Eastfield for the review and approval by the Village Attorney prior to execution by the Village and the recording of the Preliminary/Final Plat of Subdivision.

13. Eastfield HOA. Developer shall incorporate a new not-for-profit corporation, or file articles of organization for a limited liability company for the Eastfield Subdivision Homeowner's Association prior to the closing of a residential lot on the FJH Property.

14. Special Service Area. Provided the Developer has filed with the Village the SSA consents and the Corporate Authorities have adopted the Ordinance Proposing the SSA as those terms are defined in the Annexation Agreement, an early earthworks permit may issue. A Special Service Area for the Eastfield Subdivision shall be established prior to the issuance of any building permits, except model homes, and prior to the closing on the sale of any residential lot in the Subdivision. The purpose of the Special Service Area for the Eastfield Subdivision is to provide the Village with a source of revenue for the Ordinary Services and the Extraordinary Services and the issuance of SSA Bonds as those terms are defined in the Annexation Agreement, including ordinary and extraordinary maintenance, repair or replacement expenses in connection with storm water detention/retention facilities that serve the Property and for ordinary open space maintenance expenses should the Developer and the Eastfield Subdivision Homeowners Association fail to perform such Ordinary Services and/or Extraordinary Services.

15. Bike Path. The Developer shall construct a ten (10) foot wide bike path along within the 12' wide bike path easement depicted on Lot 29 on the Plat of Subdivision for Eastfield Subdivision and in accordance with the approved Engineering Plans. The bike path shall be installed in accordance with the Subdivision Ordinance.

16. Sidewalks. Five (5) foot sidewalks shall be installed on both sides of the street throughout the development and along the west side of Petersdorf Road as required and in accordance with the Subdivision Ordinance and the Final Engineering Plans.

17. Parkway Trees. Parkway trees shall be planted as each lot develops along both sides of Eastfield Drive and Petersdorf Road spaced not less than forty feet (40') nor more than sixty feet (60') apart as required in the Subdivision Ordinance and approved by the Village Arborist.

18. Satisfaction of the additional conditions set forth in Section Seven of this Ordinance.

**SECTION TWO:** That the Property is hereby rezoned from the ER-1 Estate Residence Zoning District, the zoning district to which the Property is automatically zoned upon annexation, to the SR-3 Suburban Residence Zoning District, subject to the terms, conditions and requirements set forth in Sections One and Seven of this Ordinance, and the Official Zoning Map of the Village is hereby amended to reflect said rezoning to the SR-3 Zoning District, subject to said same terms, conditions and requirements.

**SECTION THREE:** The Corporate Authorities do hereby make the following findings of fact with respect to the Developer's petition for a Special Use Permit to allow a retention area to discharge into a wetland based on the conditions set forth in Section Seven of this Ordinance:

- A. That the granting of the Special Use Permit is in harmony with the general purpose and intent of this Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the Village's Comprehensive Plan and Official Map for development;
- B. That the granting of the Special Use Permit will not:
  - i. Diminish the value of land and building in its neighborhood;
  - ii. Increase the potential for flood damages to adjacent property;
  - iii. Incur additional public expenses for flood protection, rescue or relief;
  - iv. Increase the hazard from other dangers to said property
  - v. Otherwise impair the public health, safety, comfort or general welfare of the inhabitants of the Village, nor will it otherwise create a nuisance.
- C. The Special Use Permit to allow a retention area to discharge into a wetland shall meet any additional criteria outlined in Ordinance 88-7, the Village of Bartlett Floodplain and Wetland Ordinance, which is incorporated hereby by reference.

**SECTION FOUR:** That the Special Use Permit to allow a retention area to discharge into a wetland on the Property is hereby granted, subject to the Findings of

Fact set forth in Section Three, and subject to the conditions set forth in Sections One, Three and Seven.

**SECTION FIVE:** The Corporate Authorities do hereby make the following finding with respect to the Developer's petition to amend the Village's Comprehensive Plan entitled "Future Land Use Plan Amendment" in its Development Application to allow the designation of the Property to change from Mixed Use Business Park and Estate Residential Uses to Suburban Residential Uses (2-5 dwelling units per acre):

- A. It is necessary to amend the Official Comprehensive Plan and maps of the Village of Bartlett for the Property to provide for the orderly growth of the Village to the end that adequate light, pure air, and safety from fire and other dangers may be secure, that the taxable value of land and buildings throughout the municipality and its surrounding environs may be conserved, that the congestion in the public streets may be avoided, that the hazards to persons and damage to property resulting from accumulation of run off of storm and flood waters may be lessened or avoided, and that the public health, safety and welfare may otherwise be promoted, and to insure and facilitate the preservation of sites, areas, and structures of historical, architectural, and aesthetic importance;

**SECTION SIX:** That the Developer's petition for a Future Land Use Plan Amendment thereby amending the Village's Comprehensive Plan to allow the designation of the Property to change from Mixed Business Park and Estate Residential Uses to Suburban Residential Uses (2-5 dwelling units per acre) is hereby approved and granted, subject to the finding set forth in Section Five, and subject to the conditions set forth in Sections One and Seven of this Ordinance.

**SECTION SEVEN:** That the approval of the Preliminary/Final Subdivision in Section One, the findings in Sections Three and Five of this Ordinance; the zoning and rezoning of the Property approved in Section Two; the special use permit to allow a

retention pond or area to discharge into a wetland granted in Section Four; and the approval of the Future Land Use Plan Amendment and amending the Village's Comprehensive Plan in Section Six of this Ordinance are based upon and are hereby made contingent upon the satisfaction of the following conditions:

- A. Village Engineer approval of the Final Engineering Plans and Stormwater Plans;
- B. DuPage County Stormwater Management approval of the wetland and wetland area buffer impacts from the proposed development and bike path construction;
- C. Payment of recapture fees as outlined in the Utilities and Recapture Agreement approved by Resolution 2014-36-R; unless documentation is provided satisfactory to the Village Attorney evidencing that the recapture fee has been waived by the beneficiary of the Utilities and Recapture Agreement;
- D. Receipt of a letter from the Director of the Bartlett Park District approving of the proposed park site dedication and cash in lieu of land as provided in Section One, paragraph 3, of this Ordinance;
- E. A berm and 6-ft tall solid wood fence with metal poles shall be installed in the landscape easement on Lots 1-10 and shall be maintained by the HOA.
- F. A 4-ft tall black aluminum fence shall be installed along the east side of Lot 29 adjacent to Lots 15-23 and shall be maintained by the HOA;
- G. A 10-foot wide bike path shall be installed within the bike path easement on Lot 29;
- H. Parkway trees and sidewalks shall be installed along all public rights of way in accordance with the Subdivision Ordinance.
- I. Village Attorney approval of Declaration of Covenants for Eastfield;
- J. Developer shall include in every contract for the sale of a lot and/or single family home in the Eastfield Subdivision a Neighborhood Disclosure Addendum regarding the existence of the Bartlett High School and its associated athletic facilities and uses lying immediately east and across the street (Petersdorf Road) from the Subdivision and Developer shall require each purchaser of a home and/or lot in the Eastfield Subdivision from the Developer to sign the "Eastfield Home Purchase Disclosure – Surrounding Uses" as defined in the Annexation Agreement.
- K. Compliance with the Zoning Ordinance, the Subdivision Ordinance and all of the codes and ordinances of the Village, except for such modifications expressly modified or agreed to in the Annexation Agreement.
- L. Compliance with or satisfaction of all of the terms and conditions of the Annexation Agreement between the Owner, the Off-Site Roadway Owner, the Developer and the Village.

- M. In the event of a conflict between this Ordinance and the Annexation Agreement, the Annexation Agreement shall control, but only to the extent the Annexation Agreement expressly provides a specific exception to the applicability of the Village ordinances, including without limitation, this Ordinance.

**SECTION EIGHT:** The Landscape Plan prepared by Signature Design Group dated February 3, 2020, last revised August 17, 2020, attached hereto and incorporated herein as **Exhibit D**, is hereby approved.

**SECTION NINE:** The Signage Plan dated February 6, 2020, last revised August 25, 2020, attached hereto as **Exhibit E**, is hereby approved.

**SECTION TEN: 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 ELEVEN: 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 TWELVE: EFFECTIVE DATE.** This Ordinance shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 15, 2020

APPROVED: September 15, 2020

\_\_\_\_\_  
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 2020-\_\_\_\_\_ enacted on September 15, 2020 and approved on September 15, 2020, as the same appears from the official records of the Village of Bartlett.

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

## LEGAL DESCRIPTION

THAT PART OF LOTS 1, 2, 3 AND 4 IN FARMSTEAD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1985 AS DOCUMENT NUMBER R85-78541, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED PER DOCUMENT NO. R85-41668, SAID WESTERLY LINE BEING PARALLEL WITH AND 40 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15, AND THE NORTHERLY LINE OF ARMY TRAIL ROAD, AS DEDICATED PER DOCUMENT NO. 598388; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 64.43 FEET (RECORD 62.97 FEET); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE NORTHERLY LIMITS OF THE PROPERTY DESCRIBED IN CASE NO. 94 L 00466 IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL CIRCUIT, DUPAGE COUNTY: 1) NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST A DISTANCE OF 20.00 FEET (RECORD 20.00 FEET); 2) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 250.00 FEET (RECORD 250.00 FEET); 3) SOUTH 00 DEGREES 30 MINUTES 20 SECONDS EAST A DISTANCE OF 5.00 FEET (RECORD 5.00 FEET); 4) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 207.98 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 1145.97 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 40 SECONDS EAST PARALLEL WITH THE NORTH LINE OF ARMY TRAIL ROAD A DISTANCE OF 542.17 FEET TO THE WEST LINE OF SAID PETERSDORF ROAD; THENCE SOUTH 00 DEGREES 28 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID PETERSDORF ROAD A DISTANCE OF 1161.14 FEET TO SAID POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

## LEGAL DESCRIPTION

THAT PART OF LOTS 1, 2, 3 AND 4 IN FARMSTEAD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1985 AS DOCUMENT NUMBER R85-78541, DESCRIBED AS FOLLOWS:

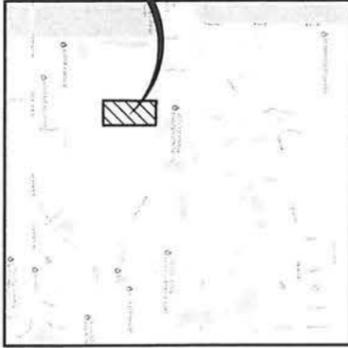
COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED PER DOCUMENT NO. R85-41668 WITH THE NORTHERLY LINE OF ARMY TRAIL ROAD, AS DEDICATED PER DOCUMENT NO. 598388; THENCE NORTH 00 DEGREES 28 MINUTES 41 SECONDS EAST, 1161.16 FEET ALONG SAID WESTERLY LINE TO THE NORTH LINE OF PROPERTY CONVEYED PER DOCUMENT R2012-139149 AND THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 27 MINUTES 17 SECONDS WEST, 541.69 FEET ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID PROPERTY CONVEYED, AFORESAID; THENCE NORTH 00 DEGREES 32 MINUTES 43 SECONDS WEST, 80.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 17 SECONDS EAST, 543.12 FEET ALONG A LINE THAT IS 80 FEET NORTH OF AND PARALLEL WITH SAID NORTH LINE TO SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 28 MINUTES 41 SECONDS EAST, 80.01 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

# PLAT OF ANNEXATION TO THE VILLAGE OF BARTLETT

PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL INDEX NUMBER  
01-15-303-029

SITE LOCATION



## VICINITY MAP

### OWNER'S AND SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF COOK )

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND ANNEXED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH. ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING ANNEXED AFORESAID AND, TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID PROPERTY LIES ENTIRELY WITHIN THE BOUNDARIES OF THE U-46 SCHOOL DISTRICT.

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY  
1900 E. SCHLAUBURG ROAD, SUITE 300  
SCHLAUBURG, IL 60173

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

OWNER

### NOTARY'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF COOK )

I HEREBY CERTIFY THAT \_\_\_\_\_, WHOSE NAME IS SUBSCRIBED IN THE FOREGOING CERTIFICATE IS (ARE) KNOWN TO ME AS SUCH OWNER.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC SEAL

MY COMMISSION EXPIRES: \_\_\_\_\_

UNSUBDIVIDED  
FARMSTEAD ASSESSMENT PLAT  
PER DOC. R85-78541

### RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT O'CLOCK \_\_\_\_\_ M. AND

IN MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ AS DOCUMENT NO. \_\_\_\_\_

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

### ANNEXATION CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )

THIS IS TO CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE TERRITORY BEING ANNEXED TO THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS BY ORDINANCE NO. \_\_\_\_\_ APPROVED ON \_\_\_\_\_

DATED AT BARTLETT, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

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

VILLAGE PRESIDENT

ATTEST: \_\_\_\_\_

VILLAGE CLERK

### PARCEL DESCRIPTION

(RECORD DESCRIPTION PER DOCUMENT R2012-139149)

THAT PART OF LOTS 1, 2, 3 AND 4 IN FARMSTEAD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1985 AS DOCUMENT NUMBER R85-78541, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED PER DOCUMENT NO. R85-41668, SAID WESTERLY LINE BEING PARALLEL WITH AND 40 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 15; AND THE SOUTHWEST CORNER OF THE ARMY TRAIL ROAD, AS DEDICATED PER DOCUMENT NO. R85-41668, THENCE S89°29'40" W 40 MINUTES 40 SECONDS WEST A DISTANCE OF 64.43 FEET (RECORD 62.97 FEET); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE NORTHERLY LIMITS OF THE PROPERTY DESCRIBED IN CASE NO. 94 L 00468 IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL CIRCUIT, DUPAGE COUNTY: 1) NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST A DISTANCE OF 20.00 FEET (RECORD 20.00 FEET); 2) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST, A DISTANCE OF 250.00 FEET (RECORD 250.00 FEET); 3) SOUTH 00 DEGREES 30 MINUTES 20 SECONDS EAST A DISTANCE OF 5.00 FEET (RECORD 5.00 FEET); 4) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST, A DISTANCE OF 20.00 FEET (RECORD 20.00 FEET); THENCE S89°29'40" W 40 MINUTES 40 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 1145.97 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 40 SECONDS EAST PARALLEL WITH THE NORTH LINE OF ARMY TRAIL ROAD A DISTANCE OF 542.17 FEET TO THE WEST LINE OF SAID PETERSDORF ROAD; THENCE SOUTH 00 DEGREES 28 MINUTES 15 SECONDS WEST A DISTANCE OF 1161.14 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

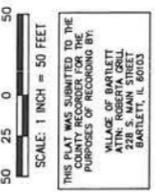
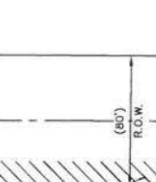
### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )

THIS IS TO CERTIFY THAT I, PETER A. BLAESER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF BARTLETT.

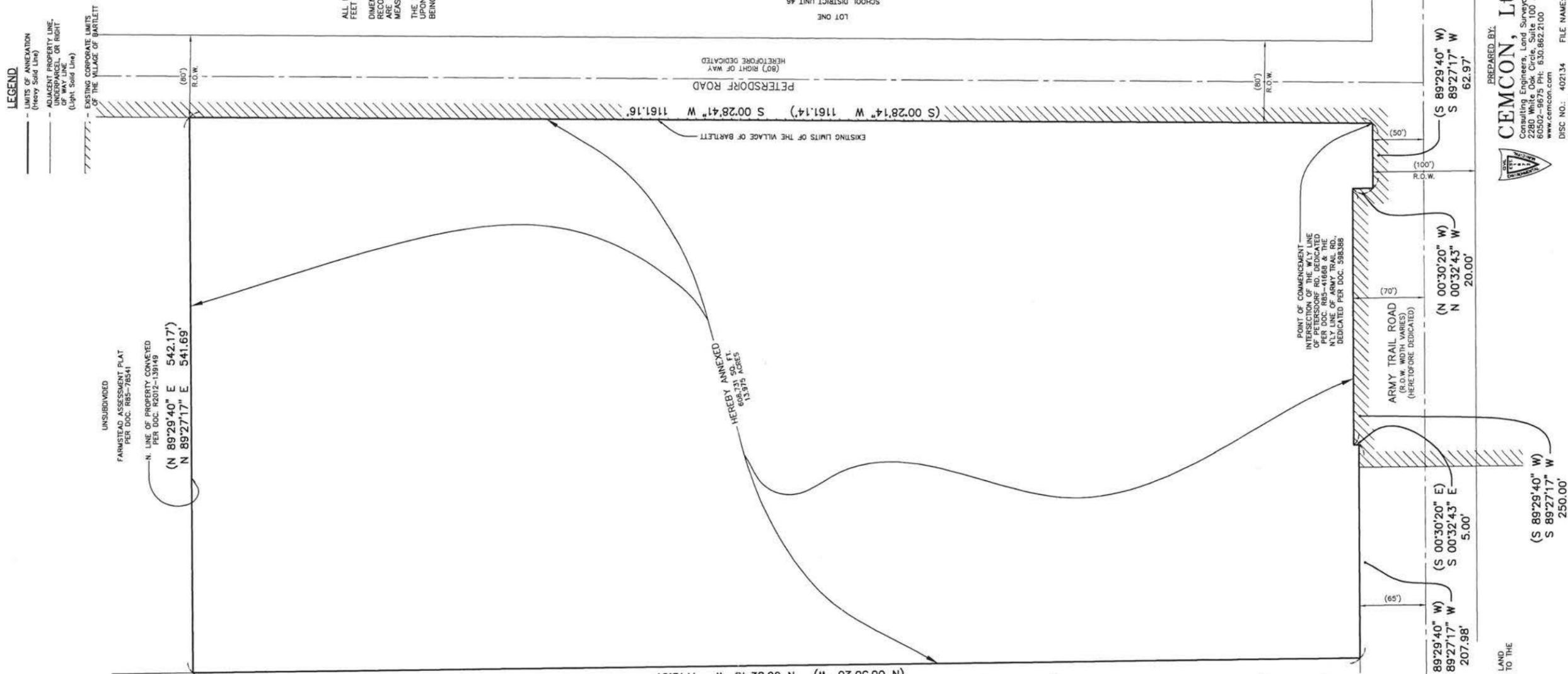
DATED AT AURORA, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072  
MICHIGAN LIMITED LIABILITY COMPANY  
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-603775  
EXPIRATION DATE IS APRIL 30, 2021



**NOTES**  
ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS ENCLOSED WITH ( ) ARE RECORD DATA. ALL OTHER DIMENSIONS ARE MEASURED OR RECORD EQUALS MEASURED.  
THE BEARINGS SHOWN ARE BASED UPON THE EAST LINE OF SUBDIVISION BEING S 00°28'41" W (ASSUMED).

LOT ONE  
SCHOOL DISTRICT UNIT 46  
PER DOC. R95-128865  
ASSESSMENT PLAT



PREPARED BY:  
**CEMCON, Ltd.**  
Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100  
Aurora, Illinois 60502-9675 Ph: 630.862.2100 Fax: 630.862.2199  
www.cemcon.com  
DISC NO.: 402134 FILE NAME: ANNEX-1  
DRAWN BY: A/B FLD. BK. / PG. NO.: D83  
COMPLETION DATE: 01-31-20 JOB NO.: 402134  
REVISED 03-18-20 A/B PER COMMENT LETTER DATED 03-12-20  
REVISED 04-20-20 A/B PER COMMENT LETTER DATED 03-19-20  
REVISED 06-23-20 A/B PER COMMENT LETTER DATED 06-09-20







Land Planning  
Landscape Architecture  
Environmental Site Design

133 N. WASHINGTON ST., NAPERVILLE, IL 60540 - 800.305.3990 Fax 630.303.3994

project:

**Eastfield  
Subdivision**

Bartlett, Illinois

sheet description:

**Landscape Plan  
- North -**

owner:



scale: 1" = 30'0"



date	description
8.17.2020	Per Village Review #3 dated 8.12.2020
7.10.2020	Park Site, Fence Added & Lot Numbering
6.24.2020	Revised Petersdorf Road Buffer & Fence
4.28.2020	Per Village Review #1 dated 3.12.2020
2.14.2020	Project Name Change

original issue date: **3 February 2020**

drawn by:

checked by:

project no.: 20201

sheet no.:

**L.101**



**A Double Arm Pipe Gate Example**

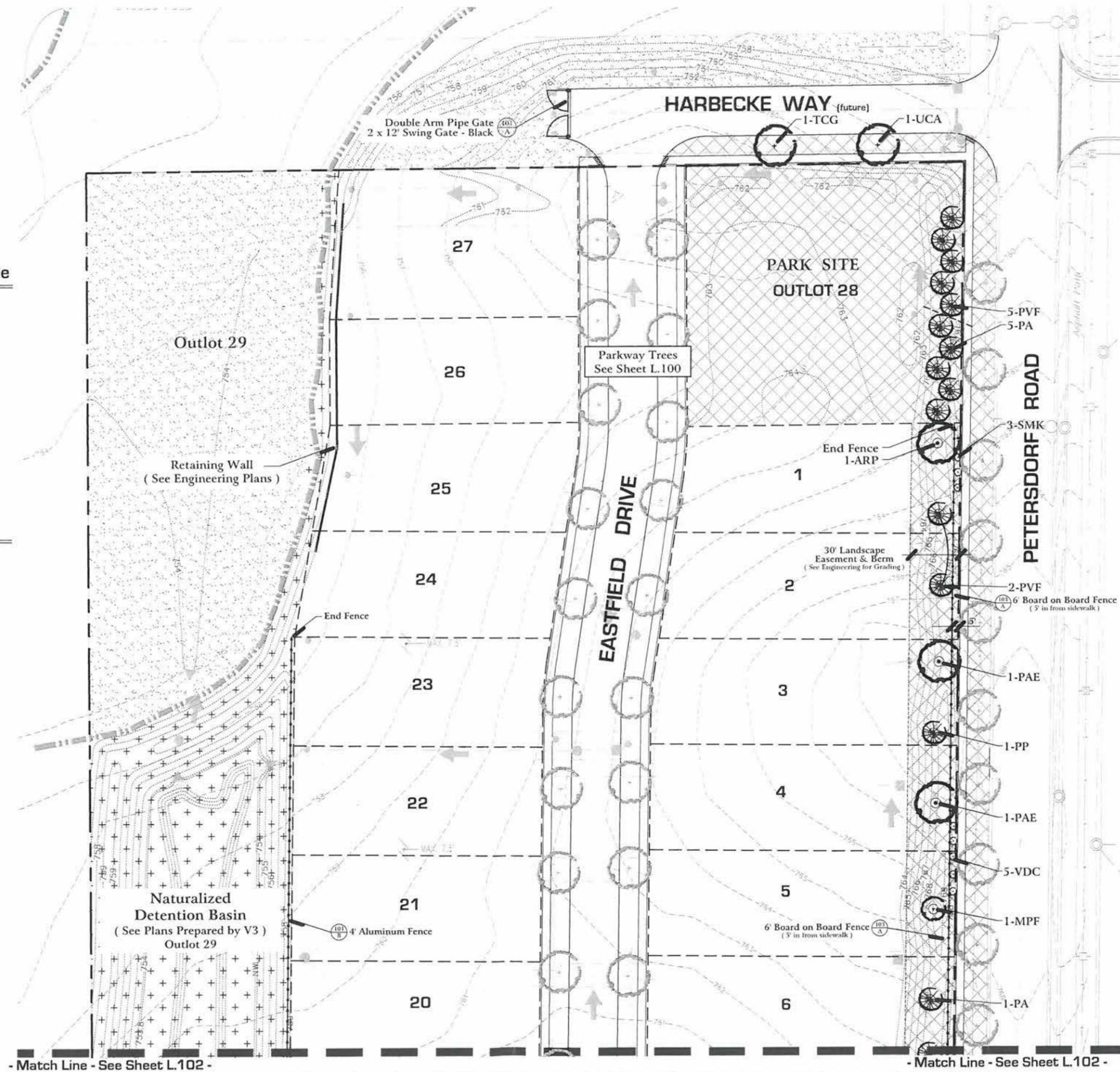
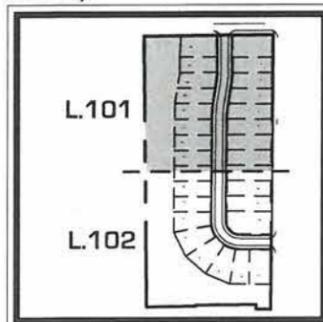


**B 4' Aluminum Fence Example**

**Notes :**

- For Plant Material List & Planting Details - See Sheet L.103
- For Parkway Trees & Turf Establishment - See Sheet L.100
- For Retaining Wall Details - See Engineering Plans
- For Naturalized Basin Plans - See Plans Prepared by V3

**Sheet Key:**



- Match Line - See Sheet L.102 -

- Match Line - See Sheet L.102 -

- Match Line - See Sheet L.101 -

- Match Line - See Sheet L.101 -



Land Planning  
Landscape Architecture  
Environmental Site Design

132 N. WASHINGTON ST. - NAPERVILLE, IL 60540 - 800.325.3990 Fax 630.325.3994

project:

# Eastfield Subdivision

Bartlett, Illinois

sheet description:

## Landscape Plan - South -

owner:



north: scale: 1" = 30'0"



8.17.2020	Per Village Review #3 dated 8.12.2020
7.10.2020	Perk Site, Fence Added & Lot Numbering
6.24.2020	Revised Petersdorf Road Buffer & Fence
4.28.2020	Per Village Review #1 dated 3.12.2020
2.14.2020	Project Name Change

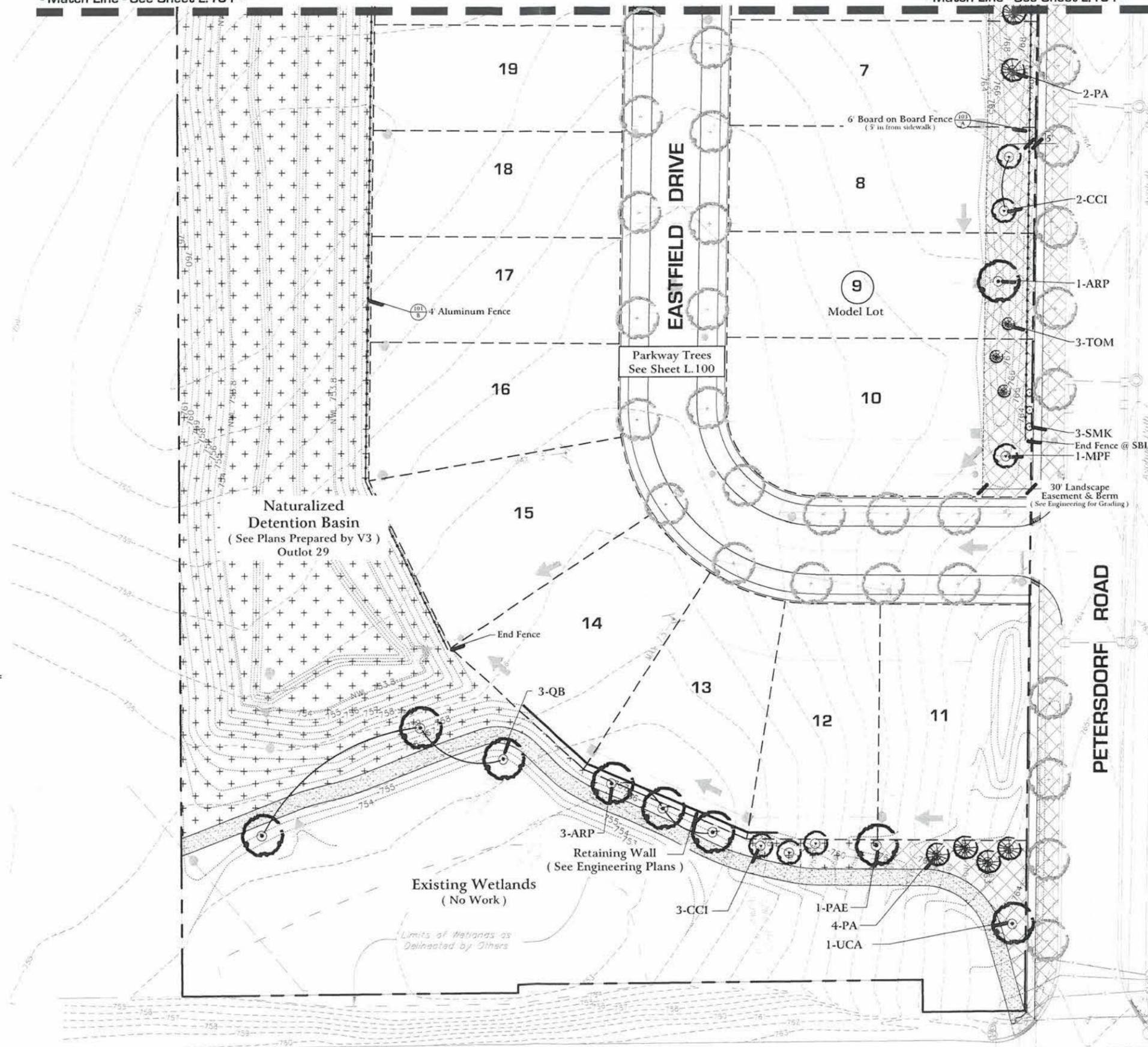
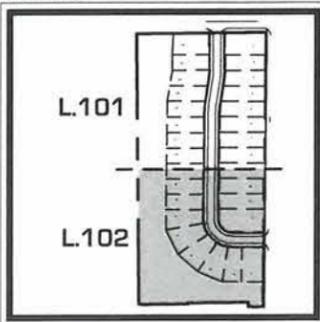
original issue date: 3 February 2020

drawn by: \_\_\_\_\_  
 checked by: \_\_\_\_\_  
 project no.: 20201  
 sheet no.: L.102

### Notes :

- For Plant Material List & Planting Details - See Sheet L.103
- For Parkway Trees & Turf Establishment - See Sheet L.100
- For Retaining Wall Details - See Engineering Plans
- For Naturalized Basin Plans - See Plans Prepared by V3

### Sheet Key:



**Plant Material List :** [ Sheet L.101 - L.102 Only ]

Code	Scientific Name	Common Name	Size	Qty	Remarks
<b>SHADE TREES</b>					
JAP	<i>Acer rubrum</i> Frank Jr.	Red Pointe Maple	2.3'	3	B&B
PAE	<i>Platanus x acerifolia</i> Exclamation	Exclamation London Planetree	2.3'	3	B&B
QOB	<i>Quercus bicolor</i>	Swamp White Oak	2.3'	1	B&B
TCG	<i>Tilia cordata</i> Greeningaire	Greeningaire Littleleaf Linden	2.3'	1	B&B
UCA	<i>Ulmus carpinifolia</i> Mortonii	Arcuate Elm	2.3'	2	B&B
<b>ORNAMENTAL TREES</b>					
CGI	<i>Cornus rugosifolia</i> var. <i>acuminata</i>	Thornless Cocksnee Hawthorn	7"	5	B&B, Multi-Stem
MPP	<i>Malus Prunifolia</i>	Prairiefire Flowering Crab	7"	2	B&B, Multi-Stem
<b>EVERGREEN TREES</b>					
PA	<i>Picea abies</i>	Norway Spruce	8"	12	B&B
PEV	<i>Picea Bristis</i> Vander Wolf	Vander Wolf Lambert Pine	8"	7	B&B
IP	<i>Picea pungens</i>	Coburns Green Spruce	8"	1	B&B
TCM	<i>Thuja occidentalis</i> Mission	Mission Arborvitae	6"	6	B&B
<b>ORNAMENTAL SHRUBS</b>					
SMB	<i>Syringa patula</i> Miss Kim	Miss Kim Lilac	16"	6	5 Gallon Container
VDC	<i>Viburnum dentatum</i> Cheloni	Viburnum Blue Muffin	16"	5	5 Gallon Container
<b>MISCELLANEOUS</b>					
	Shredded Hardwood Mulch		CY	24	See Notes & Details
	Turf Mix A	Seed & Blanket	SY	1150	
	Turf Mix B	Seed & Blanket	SY	7225	
	Double Arm Pipe Gate	2 x 12' Gates	LS	1	See Detail 101-A
	6 Wood Fence	Cedar Board on Board	LF	648	See Detail 103-A
	4 Aluminum Fence	Black	LF	660	See Detail 101-B

**Turf Seed Mixes :**

**General Turf Mix A:**

To be drill-seeded and covered with an S-75 BN straw blanket, in all maintained turf areas as specified on the plans. Seed shall be installed at a rate of 200lbs. per acre.

- 65% Improved Kentucky Bluegrass [ minimum three varieties ]
- 25% Improved Perennial Ryegrass [ minimum two varieties with endophytes ]
- 10% Creeping Red Fescue

**Low Maintenance Fescue Turf Mix B:**

The Low Maintenance Turf Grass is to be installed as a transition area to the native landscape as specified on the plans. To be drill seeded and covered with an S-75 BN straw blanket.

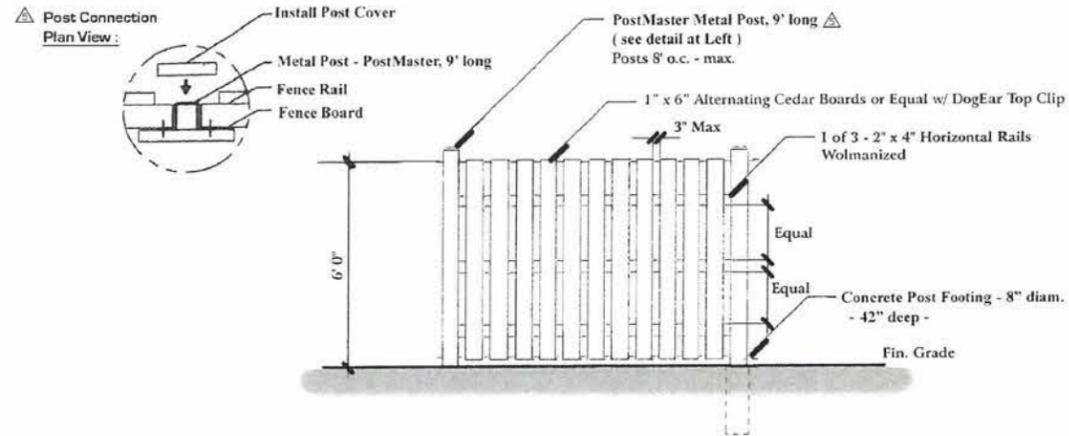
**IDOT 1B Low Maintenance Mix:**

75% Fine Leaf Turf-Type Fescue - 3 varieties:	200#
{ 1/3 Crossfire II TTF }*	
{ 1/3 Bladerunner TTF }*	
{ 1/3 Cayenne TTF }*	
10% Perennial Ryegrass	20#
10% Creeping Red Fescue	20#
5% Red Top	10#
	250# / Acre

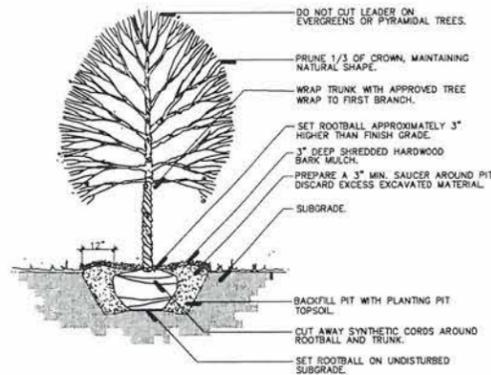
\* TTF varieties available from Auther Clesen, or other approved sources.

**Construction Notes :**

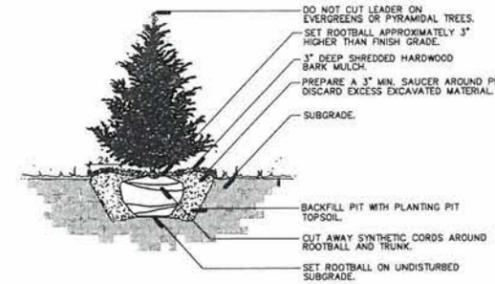
- Seed all turf areas as noted with an approved blend of improved Kentucky Bluegrass Sod with a mineral soil back.
- Drill seed all remaining turf areas as noted and cover with an S-75 Straw Erosion Control Blanket and staple in place.
- Fine grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.
- Prior to turf installation all areas shall be fertilized with a 12-12-12 granular fertilizer at a rate of 400 lbs. per Acre.
- Prepare perennial, ornamental grass, groundcover and annual flower beds with 1 CY. mushroom compost per 100 SF. rototilled to an 8" depth.
- Mulch all trees, shrub, perennial & ornamental grass beds with a minimum of three inches shredded hardwood bark mulch.
- Mulch all groundcover and annual beds with minimum of one inch pinebark fines.
- All bed lines and tree saucers require a 4" deep spaded edge between lawn and mulch areas.
- All evergreen (conifers) trees and shrubs must be grown in a natural shape - and not sheared.
- Plant material sizing, branching and ball sizes shall conform to the "American Standards for Nursery Stock" [latest edition] by the American Association of Nurserymen, Inc.
- Plant material shall be nursery grown and be either balled and burlapped or container grown. Sizes and spreads on plant list represent minimum requirements.
- Quantity lists are supplied as a convenience. Contractor shall verify all quantities, and in case of a discrepancy, the plan shall prevail.
- The Landscape Contractor shall adjust plant locations in field to maintain appropriate spacing from fire hydrants, light poles, all utility structures, driveways and sidewalks. Approval of the Landscape Architect is required when field adjustments to be implemented do not conform to the intent of the plans.
- Contractor shall report any discrepancies in the field to the Landscape Architect and/or Owner.
- The Landscape Contractor shall verify locations of all underground utilities prior to digging, is required to Contact J.U.L.I.E. (1.800.892.0123), and any other public or private agency necessary for utility location 48 hours prior to construction.
- Where underground utilities exist, all field adjustments must be approved by the landscape architect.
- The Landscape Contractor shall water plant material, seed and sod areas until the plants have become adequately established and until final acceptance by the owner. Owner to provide all supplemental watering and proper care and maintenance of all plant materials, seed and sod areas after acceptance of Landscape Contractors work.
- No plants are to be changed or substituted without the approval of the Landscape Architect and the Village of Bartlett.
- Landscape Contractor shall warrantee all material and labor for a period of one year from the date of final acceptance and shall repair any defects and replace all dead plant material as required during the warranty period.



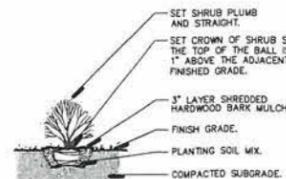
**A 6' Wood Board on Board Fence Detail** NTS



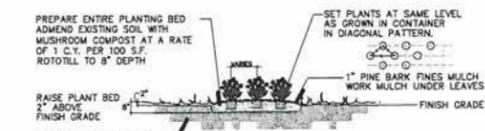
**B Typical Tree Planting Detail** NTS



**C Typical Evergreen Planting Detail** NTS



**D Typical Shrub Planting Detail** NTS



**E Typical Perennial Planting Detail** NTS



Land Planning  
Landscape Architecture  
Environmental Site Design

137 N WASHINGTON ST. - NAPERVILLE, IL 60540 - 630.303.3980 Fax 630.303.3994

project:

**Eastfield Subdivision**

Bartlett, Illinois

sheet description:

**Plant List, Notes & Planting Details**

owner:



north: scale:

8.17.2020	Per Village Review #2
7.10.2020	Park Site, Fence Added & Lot Numbering
6.24.2020	Revised Plans/road/ Road Buffer & Fence
4.28.2020	Per Village Review #1 dated 3.12.2020
2.14.2020	Project Name Change

original issue date: **3 February 2020**

drawn by:  
checked by:  
project no.: **20201**  
sheet no.:



# Eastfield - Bartlett

## Proposed Signage Plan

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August 25, 2020

Confidential and Proprietary

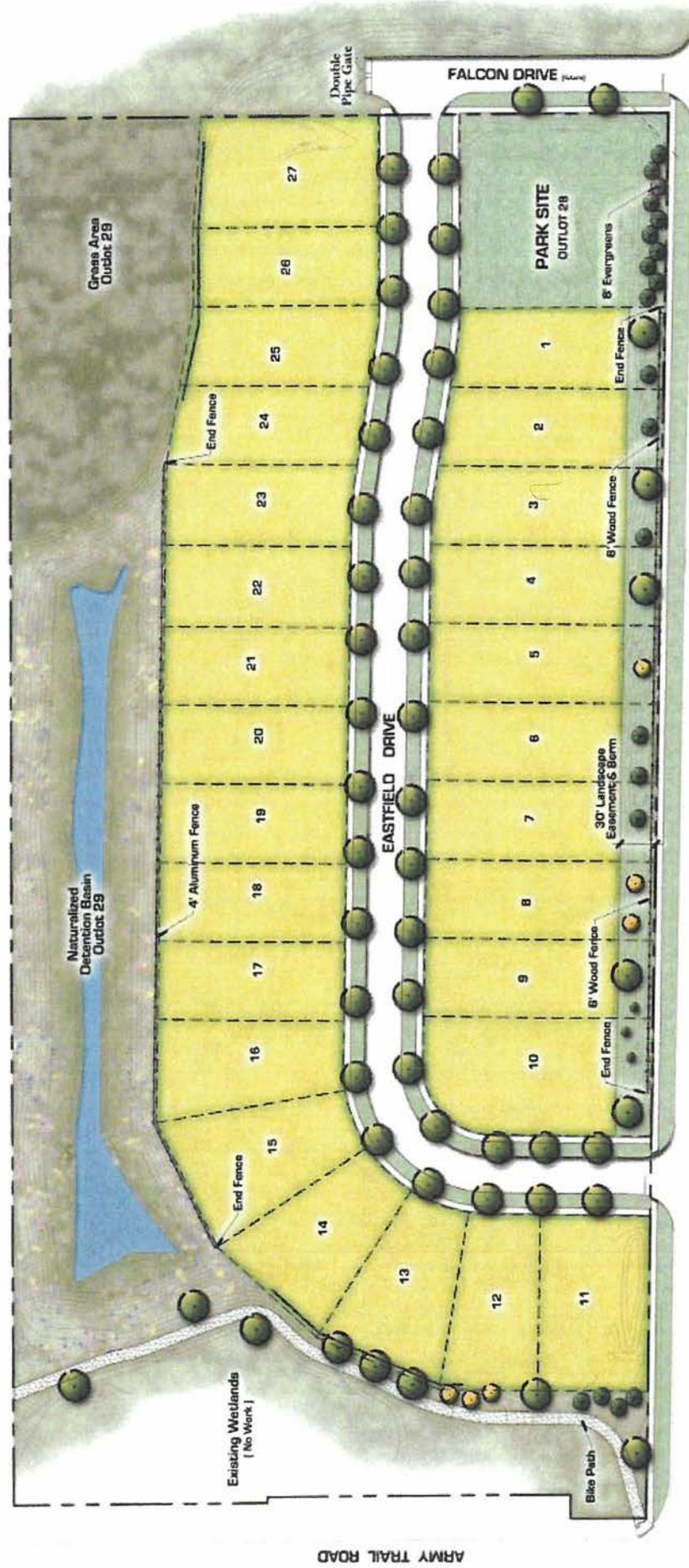
# Site Map for Reference



ILLUSTRATIVE SITE PLAN

## EASTFIELD SUBDIVISION

BARTLETT, ILLINOIS



PETERSDORF ROAD

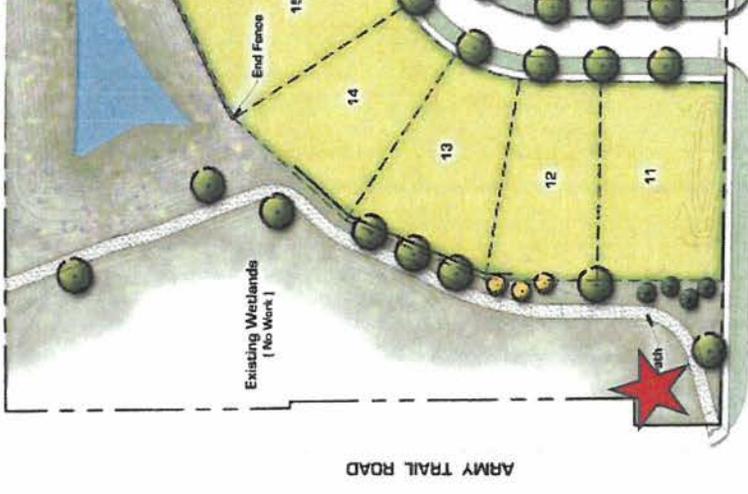
# On-Site Billboard: NW Corner of Army Trail Petersdorf Roads

8'x10' Double Sided Billboard: Army Trail & Petersdorf in Bartlett



Top Of Billboard Is 10' Off Of The Ground

8'x10' Double Sided Informational Billboard.  
 3/8" MDO Painted Ronan Dark Blue w/White, Red, Yellow & Black Vinyl Mounted To (2) White  
 Wooden 6"x6" Columns & White Wooden Toppers.

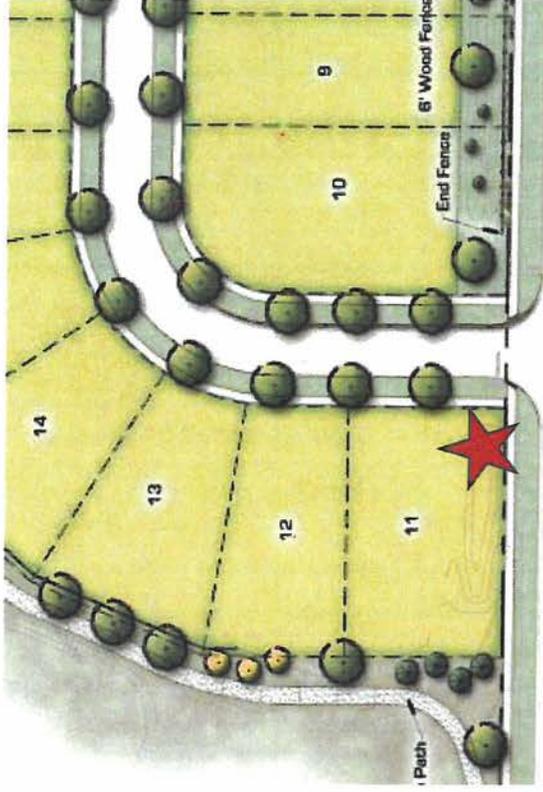


# On-Site Billboard: South Community Entrance on Petersdorf Road

8'x10' Double Sided Billboard: Main Community Entrance On Petersdorf



8'x10' Double Sided Informational Billboard.  
3/8" MDO Painted Ronan Dark Blue w/White, Red, Yellow & Black Vinyl Mounted To (2) White  
Wooden 6"x6" Columns & White Wooden Toppers.

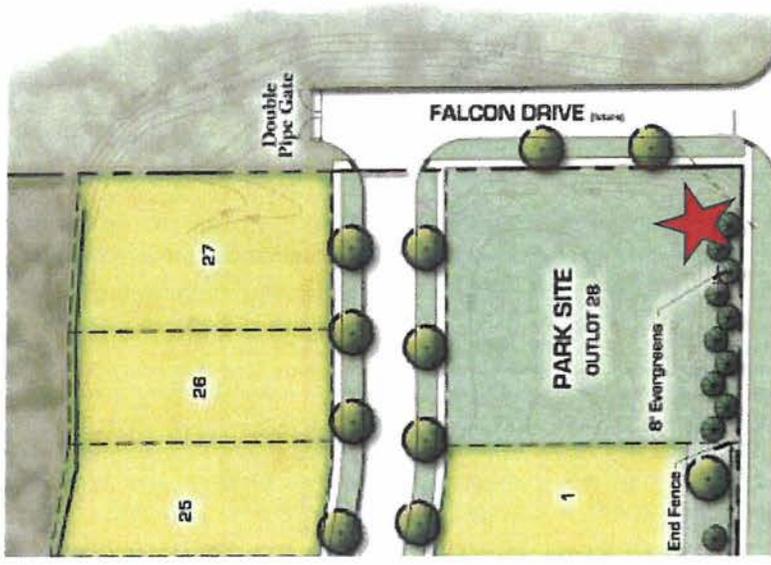


# On-Site Billboard: North Community Entrance on Petersdorf Road

8'x10' Double Sided Billboard: North Entrance On Petersdorf



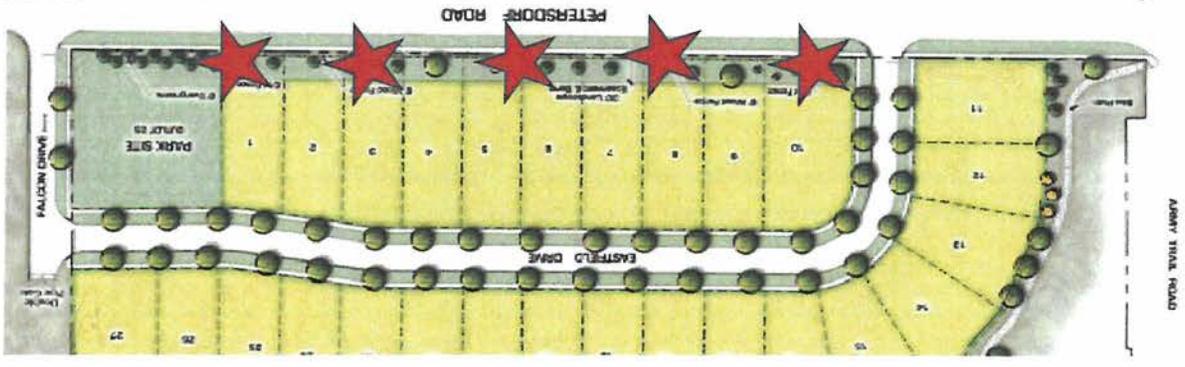
8'x10' Double Sided Informational Billboard.  
 3/8" MDO Painted Ronan Dark Blue w/White, Red, Yellow & Black Vinyl Mounted To (2) White  
 Wooden 6"x6" Columns & White Wooden Toppers.



# Burma Shaves Along Petersdorf Road

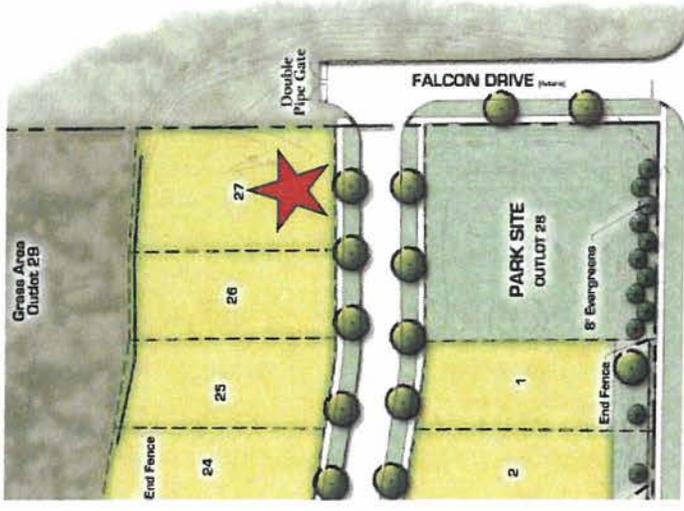
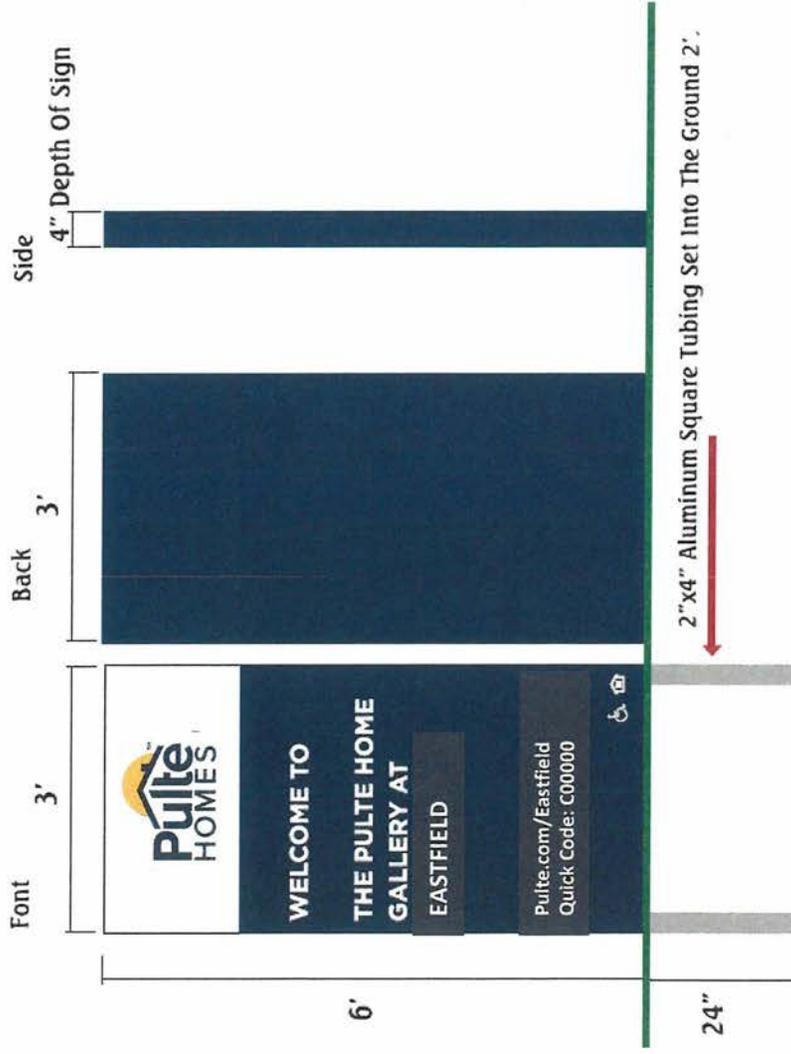
36"	28"	28"	28"	28"	28"
Top Of Sign Is 5' Off Of The Ground					
	Sign 1	Sign 2	Sign 3	Sign 4	Sign 5

36"x28" Double Sided Burma Shaves.  
 3/8" MDO Painted Roman Dark Blue w/White & Digital Vinyl Mounted To (2) White Wooden 4"x4" Post.  
 Qty: 5



# Model Signage – Homesite 27

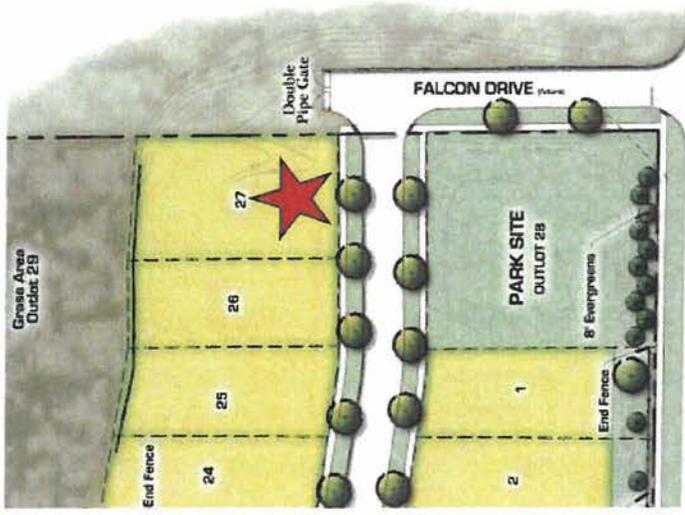
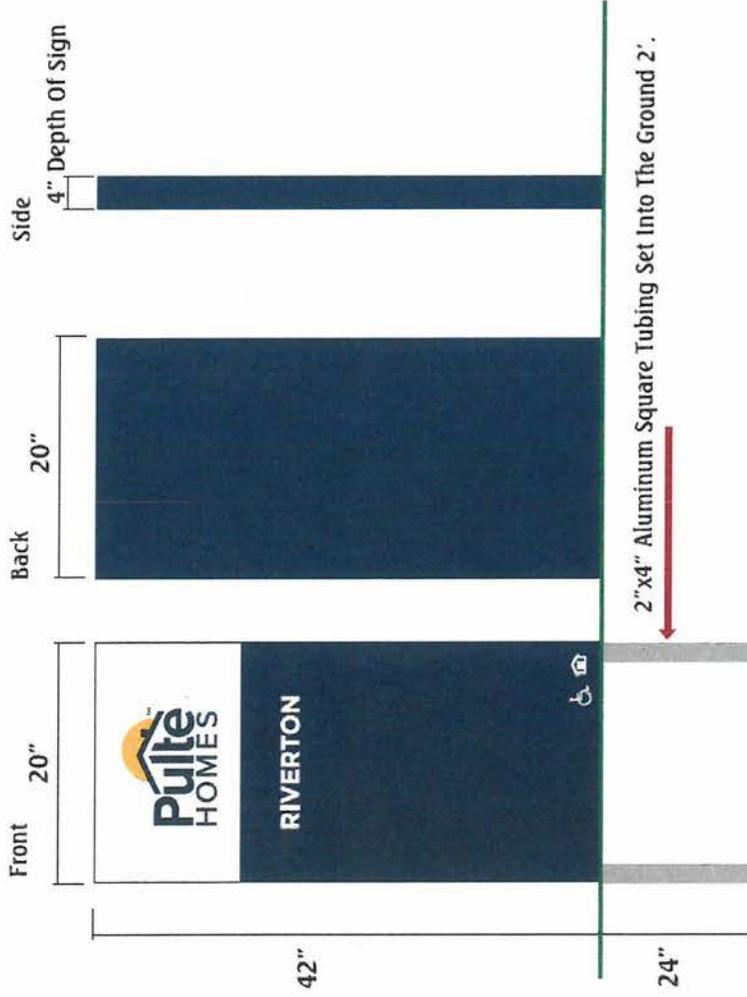
Eastpointe Welcome Sign



*Welcome sign to be placed in front yard of model home.*

**Square Footage Of Sign Is 18 SQ. FT**

# Model Signage – Homesite 27 (Continued)

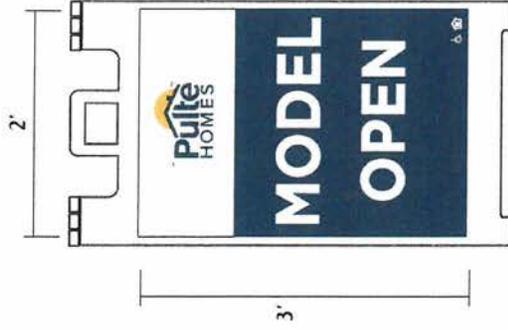


42"x20" Custom Made Aluminum Box Sign w/Aluminum Square Tubing Frame. Sign Is 4" Deep w/Front, Back & Side Faces Made Out Of .063 Aluminum Painted PMS 540. White Vinyl Lettering & Digitally Printed Logo To The Front. Back Of Sign Is Blank.

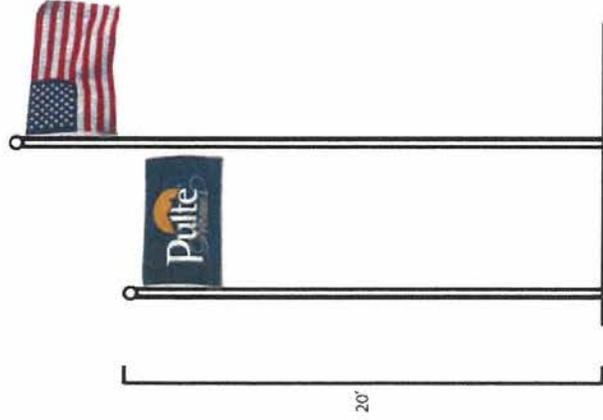
Square Footage Of Sign Is 5.83 SQ. FT.

Riverton Model sign to be placed next to front stoop of model.

# Model Signage – Homesite 27 (Continued)

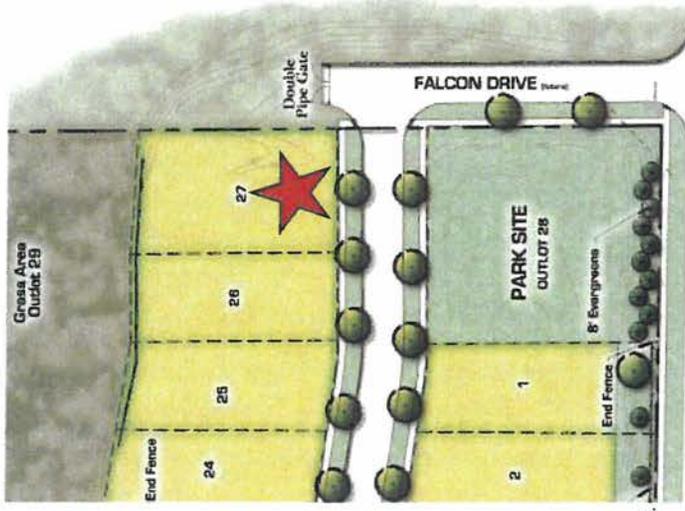


Double Sided Plasticade A Frame.  
 36"x24" Single Sided White 3mm PVC w/Digitally Printed Faces.  
 Faces Attached To A Frame w/Screws. Also Putting Sand Inside The Frame.  
 Qty: 1



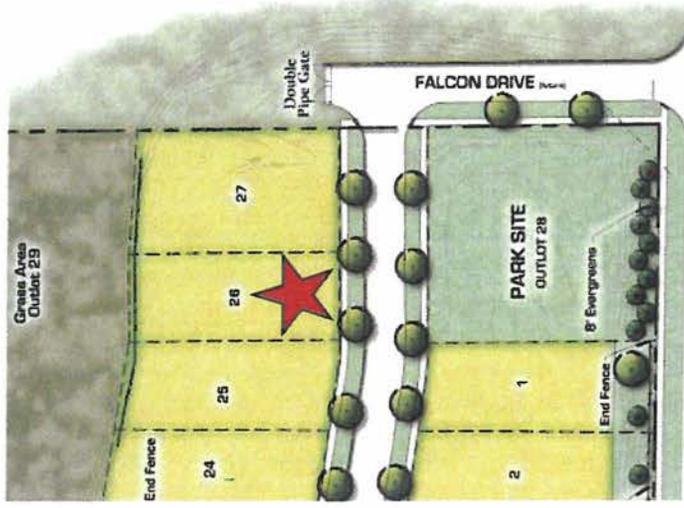
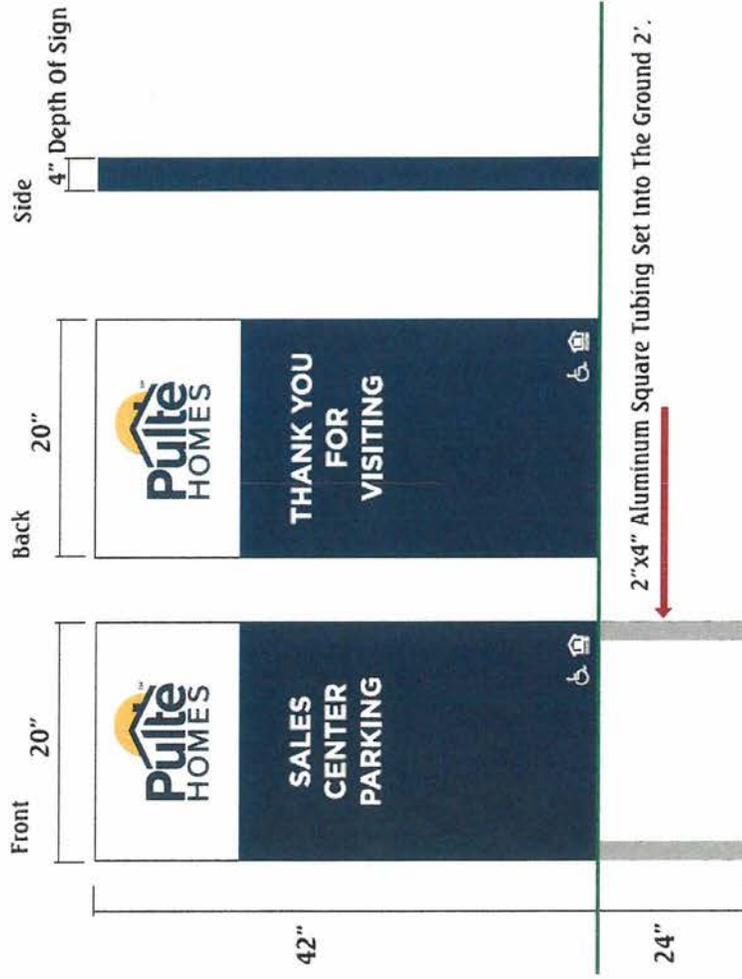
20' Aluminum Satin Finish Flagpole w/Gold Anodized Aluminum Ball Ornament....Qty: 1

25' Aluminum Satin Finish Flagpole w/Gold Anodized Aluminum Ball Ornament....Qty: 1



*Flagpoles to be placed behind welcome sign. Model Open A-frame to be placed in front of sales center entrance.*

# Parking Signage – Homesite 26



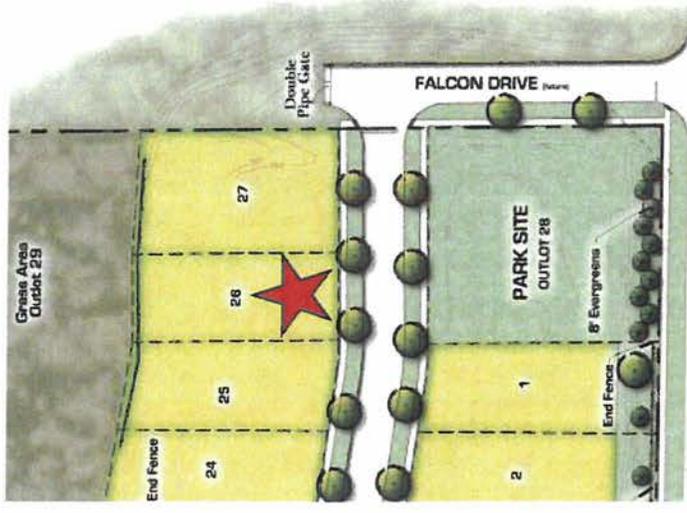
42"x20" Custom Made Aluminum Box Sign w/Aluminum Square Tubing Frame. Sign Is 4" Deep w/Front, Back & Side Faces Made Out Of .063 Aluminum Painted PMS 540. White Vinyl Lettering & Digitally Printed Logo To The Front & Back.

*Parking sign to be placed at entrance to parking lot.*

# Parking Signage – Homesite 26 (Continued)



18"x12" Single Sided .080 Aluminum w/Digitally Printed Faces To Match Pulte's Colors & Laminated. Mounted To 8" Black U-channel Post. (2 Feet Of The Post Will Be In The Ground To Make The Signs 6' Off Of The Ground.)  
Qty: 4



*Future Homeowner Parking signs to be placed behind 4 parking spots in parking lot.*



# Agenda Item Executive Summary

Item Name Proposing the Establishment of a Special Service Area for the Eastfield Subdivision Committee or Board Village Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Attached is an Ordinance proposing the establishment of a Special Service Area for the Pulte Home Company's twenty-nine (29) lot Eastfield Subdivision. The establishment of a Special Service Area is necessary to provide a backup source of funding for the storm water detention system in the development if the homeowners association is unable to perform the required maintenance. The DuPage County Storm Water Ordinance requires this backup funding mechanism.

## ATTACHMENTS (PLEASE LIST)

PDS Memo, SSA Data Sheet and the Ordinance Proposing the Establishment of the SSA

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Motion

Ordinance - Move to Approve Ordinance #20-\_\_\_\_\_ *An Ordinance Proposing the Establishment of Special Service Area Number One for the Eastfield Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and the issuance of bonds to an amount not to exceed \$1,081,320 for the purpose of paying the cost of providing special services in and for such Area*

Staff: Roberta Grill, Planning & Development Services  
Director

Date: 9/2/2020

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**20-120**

DATE: September 2, 2020

TO: Paula Schumacher, Village Administrator

FROM: Roberta Grill, Planning & Development Services Director 

RE: **Proposing the Establishment of a Special Service Area for the Eastfield Subdivision**

---

Attached for your review is an Ordinance **proposing** the establishment of a Special Service Area for the Pulte Home Company's twenty-nine (29) lot Eastfield Subdivision. The corresponding Eastfield Subdivision Special Service Area Data Sheet is also attached.

This Ordinance is in keeping with the Village policy to ensure payment for the maintenance and care of storm water related public improvements in the event that the homeowner's association does not perform the required maintenance and upkeep of the system. Administrative costs incurred by the Village in connection with the future maintenance of the storm water related improvements in the Eastfield Subdivision are also covered by this Ordinance.

kms/attachments  
x:\comdev\mem2020\120\_eastfieldssa\_vb.docx

**SPECIAL SERVICE AREA DATA SHEET**

**Name:** Eastfield Subdivision  
**Developer:** Pulte Homes  
**Number of Units:** 29 total lots with 27 single family homes  
**Bond Amount:** \$1,081,320  
**PIN #'s** 01-15-303-029  
**Property Owners:** FJH Properties (owner)  
Pulte Home Company (contract purchaser)

**Important Dates:**

Board Approval of Authorization Ordinance Proposing SSA	9/15/2020
Date Passed	2020-_____
60 Day Expiration	9/15/2020
Public Hearing	11/14/2020
Ordinance Establishing SSA	11/17/2020
Date Passed	2020-_____
	11/17/2020

**# of Acres** 13.975 acres

**ORDINANCE NO. 2020 - \_\_\_\_\_**

**AN ORDINANCE** proposing the establishment of Special Service Area Number One for the proposed Eastfield Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and the issuance of bonds to an amount not to exceed \$1,081,320 for the purpose of paying the cost of providing special services in and for such Area.

\* \* \* \* \*

**PREAMBLES**

**WHEREAS**, pursuant to the provisions of the 1970 Constitution of the State of Illinois (the "Constitution"), the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "Village"), is authorized to create special service areas in and for the Village; and,

**WHEREAS**, the Village of Bartlett is a municipality which has a population of more than 25,000 and is therefore a home rule unit of government pursuant to Section 6 of Article 7 of the Constitution, which provides:

"Except as limited by this Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt . . ."

and

**WHEREAS**, special service areas may be established by home rule units pursuant to Section 7(l)(2) of Article VII of the Constitution, which provides:

"(1) The General Assembly may not limit the power of home rule units . . .  
(2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services."

and are established pursuant to the provisions of the Special Service Area Tax Law (35 ILCS 200/27-5, *et seq.*), as amended, and pursuant to the Revenue Act of 1939 of the State of Illinois, as amended; and

**WHEREAS**, it is in the public interest that the establishment of the area hereinafter described as a special service area for the purpose set forth herein and to be designated as Eastfield Special Service Area Number One for the property hereinafter defined as the "Area", proposed to be annexed to the Village of Bartlett, Illinois and proposed to be subdivided into 29 lots to be known as the Eastfield Subdivision upon passage and approval by the Village of Bartlett President and Board of Trustees (the "Corporate Authorities") and recording of a Preliminary/Final Plat of Subdivision of property constituting the Area; and

**WHEREAS**, the Area is compact and contiguous and for which a petition for annexation applying for annexation of the Area pursuant to Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8) has been filed with the Village Clerk of the Village of Bartlett into the corporate limits of the Village; and

**WHEREAS**, upon annexation, subdivision approval and development of the Property constituting the Area, the Area will benefit specially from the municipal services to be provided, consisting of the management of storm water which directly affects the Area, including (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care,

maintenance and restoration of wetland areas, and naturalized detention basins and retention ponds areas; and (5) the administrative costs incurred by the Village in connection with the above including, but not limited to insurance premiums for liability insurance coverage (collectively, the "Services"); and,

**WHEREAS**, the Services are unique and in addition to municipal services provided to the Village as a whole and it is, therefore, in the best interests of the Village that the establishment of the Area be considered; and,

**WHEREAS**, it is hereby estimated that the annual cost of providing for the ordinary maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches and for the ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and the ordinary care and maintenance of wetland areas and naturalized detention basins and retention ponds areas (the "Ordinary Services") is \$25,000 and that the annual cost of providing the Ordinary Services will increase each year with inflation; and,

**WHEREAS**, in the event the Ordinary Services are not adequately performed by either the developer of the Eastfield Subdivision or the homeowners association for the Eastfield Subdivision as determined by the Corporate Authorities in its sole discretion, it will be necessary to levy a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing the Ordinary Services; and

**WHEREAS**, it is the intent of this Board that the proceeds of any taxes levied pursuant to this ordinance shall be used solely and only for the purposes of maintaining

storm water management facilities and wetlands, and/or naturalized detention basins and retention ponds areas, as hereinabove set forth, and that in no event shall funds accumulated for those purposes be used for any other purpose; and

**WHEREAS**, it is hereby estimated that the cost of cleaning and dredging the storm water detention and retention ponds and basins, drainage swales and ditches and replacing storm sewers, drain tile, pipes and other conduit, and appurtenant structures and restoring wetland areas, and naturalized detention basin(s) and retention ponds areas, which will serve the Area (the "Extraordinary Services") is \$270,330 based on current construction costs, and will in no event exceed \$1,081,320; and

**WHEREAS**, it is in the public interest that the issuance of bonds in the amount of \$270,330, adjusted for increases in the cost of construction as hereinafter provided, but in no event to exceed \$1,081,320, and secured by the full faith and credit of the Area be considered for the purpose of paying the cost of providing the Extraordinary Services (the "Bonds") in the event any Extraordinary Services become necessary and are not, within 90 days after written demand therefor, adequately performed by either the developer of the Eastfield Subdivision or the homeowners association for the Eastfield Subdivision as determined by the Corporate Authorities in its sole discretion; and

**WHEREAS**, the proceeds of the Bonds shall be used solely and only for Services for which the Village is authorized under the provisions of the Illinois Municipal Code, as amended, to levy taxes or special assessments or to appropriate the funds of the Village, all of the Services to be in and for the Area and all of the necessary construction to be on existing public property or easements or property or easements to be acquired by the Village; and

**WHEREAS**, the Bonds shall be retired over a period not to exceed 20 years from the issuance thereof and shall bear interest at a rate or rates not to exceed the lesser of (i) 10% per annum, or (ii) the maximum rate then permitted by law; and

**WHEREAS**, the Bonds shall be retired by the levy of a direct annual tax sufficient to pay the interest on the Bonds as the same comes due and to discharge the principal thereof at maturity; and

**WHEREAS**, said direct annual tax shall be levied upon all taxable property within the Area for said period of not to exceed 20 years and shall be unlimited as to rate or amount and in addition to all other taxes permitted by law;

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

**SECTION ONE:** That the preambles of this Ordinance are hereby incorporated into this text as if set out herein in full.

**SECTION TWO:** That a public hearing shall be held November 17, 2020, at 7:00 o'clock P.M., Chicago time, or as soon thereafter as this matter may be heard, at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois (the "Hearing"), to consider (1) the establishment of the Area in the territory described in the Notice of Public Hearing set forth in Section Four hereof (the "Notice"); (2) the necessity of providing the Services described in the Notice; (3) the levy of a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing the Ordinary Services described in the Notice; and (4) the issuance of the Bonds described in the Notice.

**SECTION THREE:** That notice of the Hearing shall be given by publication and mailing. Notice by publication shall be given by publication at least once not less than fifteen (15) days prior to the Hearing in The Daily Herald, the same being a newspaper published and of general circulation within the Village. Notice by mailing shall be given by depositing the Notice in the United States mails addressed to the legal owner or owners of the land lying within the Area, and to the person, persons, entity or entities in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area; provided, however, that if all of such persons or entities shall waive such Notice, Notice by mailing shall not be required. The Notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event that the taxes for the last preceding year were not paid, the Notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property.

**SECTION FOUR:** That the Notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING  
Village of Bartlett, Cook, DuPage and  
Kane Counties, Illinois  
Special Service Area Number One  
for the proposed Eastfield Subdivision**

**NOTICE IS HEREBY GIVEN** that on November 17, 2020, at 7:00 o'clock P.M., Chicago time, or as soon thereafter as this matter may be heard, at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, a hearing will be held by the President and Board of Trustees (the "Corporate Authorities") of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, (the "Village") to consider the establishment of Special

Service Area Number One for the proposed Eastfield Subdivision to said Village, consisting of the following described territory:

THAT PART OF LOTS 1, 2, 3 AND 4 IN FARMSTEAD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1985 AS DOCUMENT NUMBER R85-78541, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED PER DOCUMENT NO. R85-41668, SAID WESTERLY LINE BEING PARALLEL WITH AND 40 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15, AND THE NORTHERLY LINE OF ARMY TRAIL ROAD, AS DEDICATED PER DOCUMENT NO. 598388; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 64.43 FEET (RECORD 62.97 FEET); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE NORTHERLY LIMITS OF THE PROPERTY DESCRIBED IN CASE NO. 94 L 00466 IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL CIRCUIT, DUPAGE COUNTY: 1) NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST A DISTANCE OF 20.00 FEET (RECORD 20.00 FEET); 2) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 250.00 FEET (RECORD 250.00 FEET); 3) SOUTH 00 DEGREES 30 MINUTES 20 SECONDS EAST A DISTANCE OF 5.00 FEET (RECORD 5.00 FEET); 4) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 207.98 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 1145.97 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 40 SECONDS EAST PARALLEL WITH THE NORTH LINE OF ARMY TRAIL ROAD A DISTANCE OF 542.17 FEET TO THE WEST LINE OF SAID PETERSDORF ROAD; THENCE SOUTH 00 DEGREES 28 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID PETERSDORF ROAD A DISTANCE OF 1161.14 FEET TO SAID POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

and further identified by PIN **01-15-303-029**

which property is proposed to be annexed to the Village of Bartlett, Illinois and to be subdivided and is ALSO DESCRIBED AS FOR FUTURE SUBDIVISION PURPOSES upon the approval and recording of the proposed Preliminary/Final Plat of Subdivision for the Eastfield Subdivision as follows:

LOTS 1 THROUGH 27, and 29 INCLUSIVE OF THE EASTFIELD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 15,

TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED \_\_\_\_\_, 2020 AS DOCUMENT NO. \_\_\_\_\_;

(the "Territory").

The Territory contains approximately 13.975 +/- acres and is located at the Northwest corner of Army Trail Road and Petersdorf Road in the Township of Wayne, County of DuPage and State of Illinois, and for which a petition for annexation to annex the Territory to the Village of Bartlett, and incorporate the Territory into the corporate limits of the said Village, has been filed, together with an accurate map of the Territory in the office of the Village Clerk of the Village and is available for public inspection.

The purpose of the establishment of said Eastfield Special Service Area Number One is to provide special municipal services to said Special Service Area, consisting of the management of storm water which directly affects the Area, including (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care, maintenance and restoration of wetland areas and naturalized detention basins and retention ponds areas; and (5) the administrative costs incurred by the Village in connection with the above including, but not limited to insurance premiums for liability insurance coverage (collectively, the "Services") in the event Pulte Home Company, LLC, a Michigan limited liability company, the developer of the Eastfield Subdivision (the "Developer") or the Eastfield Homeowners Association, LLC, an Illinois limited liability company, or their respective successors, fail

to adequately perform the Services as determined by the Village Corporate Authorities, in its sole discretion. All of the necessary construction to be on existing public property or easements or property or easements to be acquired by the Village; and all of said services to be in and for said Special Service Area.

The levy of a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing for the ordinary maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches and for the ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and the ordinary care and maintenance of wetland areas and naturalized detention basins and retention ponds areas (the "Ordinary Services") will also be considered at such Hearing.

The issuance of bonds in the amount of \$270,330, adjusted for increases or decreases in the cost of construction from January 1, 2020 based on changes in the construction cost index published monthly in the Engineering News Record, or, if that index ceases to be published, based on such other published construction cost index as is then generally recognized, or, if no such generally recognized construction cost index is then published, based on changes in the Consumer Price Index published by the U.S. Department of Labor, or, if that index ceases to be published, the amount of the bonds that may be issued shall be increased at the rate of 4% per annum from January 1, 2020, but in no event to exceed \$1,081,320 and secured by the full faith and credit of said Eastfield Special Service Area, to pay the cost of cleaning and dredging the storm water detention and retention ponds and basins, drainage swales and ditches and replacing

storm sewers, drain tile, pipes and other conduit, and appurtenant structures and restoring wetland areas and naturalized detention basins and retention ponds areas which will serve the Area (the "Extraordinary Services") hereinabove described will also be considered at said public hearing. Said bonds shall be retired over a period of not to exceed 20 years from the issuance thereof and shall bear interest at a rate or rates not to exceed the lesser of 10% per annum or the maximum rate then permitted by law. Such bonds, if issued, shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest thereon, said tax to be levied upon all the taxable property within said Special Service Area for said period of not to exceed 20 years and to be unlimited as to rate or amount and in addition to all other taxes permitted by law.

All interested persons affected by the establishment of said Eastfield Special Service Area Number One or the issuance of said bonds and the levy of said taxes, including all owners of real estate located within said Special Service Area, will be given an opportunity to be heard at said hearing regarding the establishment of said Special Service Area, the necessity of providing the Services, the levy of a direct annual tax to pay for the cost of providing the Ordinary Services, the issuance of said bonds and the levy of said tax to pay principal and interest thereon, and an opportunity to file objections to the establishment of said Special Service Area, the levy of a direct annual tax to pay for the cost of providing the Ordinary Services, the issuance of said bonds and the levy of said tax to pay principal and interest thereon.

At said public hearing, any interested persons affected by said proposed Special Service Area may file with the Village Clerk of said Village written objections to and may be heard orally in respect to any issues embodied in this notice. The President and

Board of Trustees of said Village shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Territory to be known as the Eastfield Special Service Area Number One, and by at least 51% of the then owners of record of the land included within the boundaries of said Special Service Area is filed with the Village Clerk of said Village within 60 days following the final adjournment of said public hearing objecting to the creation of said Special Service Area, the levy or imposition of a tax or the issuance of bonds for the provision of special services to said Special Service Area, or to a proposed increase in the tax rate, no such Special Service Area may be created, or tax may be levied or imposed nor the rate increased, or no such bonds may be issued.

By order of the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

DATED: \_\_\_\_\_, 2020.

Lorna Giless, Village Clerk  
Village of Bartlett, DuPage, Cook and Kane Counties, Illinois

**SECTION FIVE: 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 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 ten days after its passage and approval.

Adopted September 15, 2020.

AYES:

NAYS:

ABSENT:

Approved September 15, 2020.

\_\_\_\_\_  
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, DuPage, Cook and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2020 - \_\_\_\_\_, adopted on September 15, 2020, and approved on September 15, 2020, as the same appears from the official records of the Village of Bartlett.

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

**WAIVER OF NOTICE  
OF PUBLIC HEARING FOR THE CREATION  
OF A SPECIAL SERVICE AREA  
(for the proposed Eastfield Special Service Area Number One)**

The undersigned, being the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within Special Service Area Number One for the property legally described as:

THAT PART OF LOTS 1, 2, 3 AND 4 IN FARMSTEAD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1985 AS DOCUMENT NUMBER R85-78541, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED PER DOCUMENT NO. R85-41668, SAID WESTERLY LINE BEING PARALLEL WITH AND 40 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15, AND THE NORTHERLY LINE OF ARMY TRAIL ROAD, AS DEDICATED PER DOCUMENT NO. 598388; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 64.43 FEET (RECORD 62.97 FEET); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE NORTHERLY LIMITS OF THE PROPERTY DESCRIBED IN CASE NO. 94 L 00466 IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL CIRCUIT, DUPAGE COUNTY: 1) NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST A DISTANCE OF 20.00 FEET (RECORD 20.00 FEET); 2) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 250.00 FEET (RECORD 250.00 FEET); 3) SOUTH 00 DEGREES 30 MINUTES 20 SECONDS EAST A DISTANCE OF 5.00 FEET (RECORD 5.00 FEET); 4) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 207.98 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 1145.97 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 40 SECONDS EAST PARALLEL WITH THE NORTH LINE OF ARMY TRAIL ROAD A DISTANCE OF 542.17 FEET TO THE WEST LINE OF SAID PETERSDORF ROAD; THENCE SOUTH 00 DEGREES 28 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID PETERSDORF ROAD A DISTANCE OF 1161.14 FEET TO SAID POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

and further identified by Permanent Index Number 01-15-303-029

(the "Area") which property is proposed to be annexed to the Village of Bartlett, Illinois and to be subdivided and is ALSO DESCRIBED AS FOR FUTURE SUBDIVISION PURPOSES upon the approval and recording of the proposed Preliminary/Final Plat of Subdivision for the Eastfield Subdivision as follows:

LOTS 1 THROUGH 27, and 29 INCLUSIVE OF THE EASTFIELD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED \_\_\_\_\_, 2020 AS DOCUMENT NO. \_\_\_\_\_;

of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, do hereby expressly waive any and all notice with respect to the creation of such Special Service Area, including, but not limited to, notice of the public hearing to be held on November 17, 2020, at 7:00 o'clock P.M., Chicago time, or as soon thereafter as this matter may be heard, at the Bartlett Municipal Building, 228 South Main Street Bartlett, Illinois (the "Hearing"), to consider:

1. The establishment of Special Service Area Number One for the Area to be known upon its establishment as the Eastfield Special Service Area Number One.

2. The necessity of providing the following services for Eastfield Special Service Area Number One for the proposed Eastfield Subdivision: The management of storm water which directly affects the Area, including (i) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (ii) the maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches; (iii) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (iv) the care, maintenance and restoration of wetland areas and naturalized detention basin areas; and (v) the administrative costs incurred by the Village in connection with the above including, but not limited to insurance premiums for liability insurance coverage (collectively, the "Services").

3. The levy of a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing for the ordinary maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches and for the ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and the ordinary care and maintenance of wetland areas and naturalized detention basin areas (the "Ordinary Services").

4. The issuance of bonds in the amount of \$270,330 adjusted for increases or decreases in the cost of construction from January 1, 2020 based on changes in the construction cost index published monthly in the Engineering News Record, or, if that

index ceases to be published, based on such other published construction cost index as is then generally recognized, or, if no such generally recognized construction cost index is then published, based on changes in the Consumer Price Index published by the U.S. Department of Labor, or, if that index ceases to be published, the amount of the bonds that may be issued shall be increased at the rate of 4% per annum from January 1, 2020, but in no event to exceed \$1,081,320 and secured by the full faith and credit of said Special Service Area, to pay the cost of cleaning and dredging the storm water detention and retention ponds and basins, drainage swales and ditches and replacing storm sewers, drain tile, pipes and other conduit, and appurtenant structures and restoring wetland areas and naturalized detention basin areas, which will serve the Area (the "Extraordinary Services"). Said bonds shall be retired over a period of not to exceed 20 years from the issuance thereof and shall bear interest at a rate or rates not to exceed the lesser of 10% per annum or the maximum rate then permitted by law. Such bonds, if issued, shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest thereon, said tax to be levied upon all the taxable property within said Special Service Area for said period of not to exceed 20 years and to be unlimited as to rate or amount and in addition to all other taxes permitted by law.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Laura Harbecke Valvo  
(Person to whom last Real Estate Tax Bill Mailed)

Dated: \_\_\_\_\_, 2020

OWNER:

FJH Properties, LLC

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

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

Its: Manager

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

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

Its: Manager



**COMMUNITY DEVELOPMENT MEMORANDUM**  
**20-121**

DATE: September 4, 2020

TO: Paula Schumacher, Village Administrator

FROM: Roberta B. Grill, Planning & Development Services Director 

RE: Eastfield Subdivision - Early Earthwork Request

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The Petitioner is requesting permission to begin early excavation and site grading for the Eastfield Subdivision prior to the recording of the Plat of Subdivision. Pulte Home Company, LLC ("Pulte") has stated this request is prompted by the need to clear and prepare the site this fall.

Approval of this request shall be conditioned upon the completion of all the items in the attached **Checklist for Early Earthwork**, which includes final grading plan approval, a letter of credit and/or bond and submittal of a hold harmless agreement which states that Pulte Home Company, LLC ("Pulte") understands and agrees that the work will be done in accordance with all applicable municipal codes and at their own risk.

**RECOMMENDATION**

The Staff supports the request from Pulte Home Company, LLC ("Pulte") for early earthwork for the Eastfield Subdivision.

A motion to approve the Early Earthwork request is attached for your review.

The Letter from the Petitioner requesting early earthwork, the Hold Harmless Letter and the Early Earthwork Checklist are all attached for your reference.

## **Village Board Motion**

**September 15, 2020**

Move to approve the request of Pulte Home Company, LLC ("Pulte") to begin site grading and excavation of the Eastfield Subdivision property. The approval is subject to the completion of all of the items on the Checklist for Early Earthwork. The approval is further conditioned on the agreement that this does not relieve Pulte Home Company, LLC from their responsibilities to complete the final subdivision plat approval process and to complete all work in accordance with the applicable municipal codes.

Dated as of September 15, 2020

Village of Bartlett President  
Village of Bartlett Board of Trustees  
228 S. Main Street  
Bartlett, IL 60103

RE: Pulte - Eastfield Subdivision

Dear Ladies and Gentlemen ,

Pulte Home Company, LLC ("Pulte") hereby requests permission from the Village of Bartlett for Pulte to proceed with early earthwork activities, including mass grading at the Eastfield Subdivision Development, which is a single-family housing development. Pulte is requesting this permission after receiving approval from the Village for the Development Application inclusive of approval of the Preliminary/Final Plat of Subdivision for the Eastfield Subdivision (the "Plat"), Site Plan approval, and Rezoning, but before execution of the Plat by the Village President and the recording thereof, and before the adoption of an ordinance approving of a special service area for the Eastfield Subdivision (the "SSA") and the recording of said ordinance.

Pulte is seeking this permission from the Village of Bartlett with the understanding that granting of such permission does not, in any way, relieve Pulte of its responsibilities to complete the approval process and SSA establishment process in compliance with established Village ordinances and the terms of the Annexation Agreement covering the Eastfield Subdivision property. Pulte shall proceed with securing all required Village approvals through the established process, and the terms of said Annexation Agreement, and as requested by the Village staff.

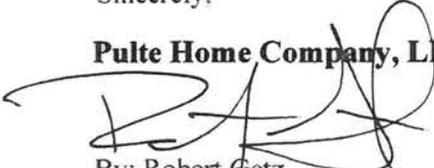
Should this permission be granted, Pulte will be proceeding at its own risk in doing mass grading in preparation for the construction of single-family homes (or causing them to be constructed). Pulte understands that the Village of Bartlett reserves the right to order Pulte to cease construction, even after substantial expenses in connection with the implementation of early earthwork activities have been incurred, in the event that the Plat is not executed and recorded and the SSA associated with the Eastfield Subdivision Development is not established within six (6) months of the date of this letter, except for good cause shown and unless said time period is extended by the corporate authorities of the Village in its sole discretion.

Pulte Home Company, LLC shall agree to defend, indemnify, and hold harmless the Village of Bartlett, its President, Board of Trustees, officers, employees, and consultants from and against any and all liability arising as a result of the construction of Pulte's Eastfield Subdivision Development including, but not limited to, claims for bodily injuries, death, personal injuries, property damages, and mechanics liens.

In no event shall Pulte proceed with or permit any contractor or subcontractor to proceed with grading activities or other construction activities related to the construction of Pulte's Eastfield Subdivision Development until permitted and approved to do so by the Village and until the form of security has been reviewed and approved by the Village Attorney and has been deposited with the Village Treasurer.

Sincerely,

**Pulte Home Company, LLC**

  
By: Robert Getz

Title: Vice President of Land Acquisition

Dated as of September 15, 2020

Village of Bartlett  
228 South Main Street  
Bartlett, IL 60103

RE: Eastfield

Pulte Home Company, LLC (the "Petitioner"), hereby requests the Village of Bartlett (the "Village") to permit the Petitioner to proceed with early earthwork/rough grading (the "Grading Work") for the property to be known as the Eastfield Subdivision (the "Subdivision") after approval by the Village Board of Trustees (the "Village Board") of the Preliminary/Final Plat of Subdivision (the "Plat"), but before the execution of the Plat by the Village President and recording thereof, and before the adoption and recording of an ordinance establishing a special service area for the Subdivision (the "SSA"), in accordance with the grading plan therefor prepared by Cemcon dated April 27, 2020, last revised August 12, 2020 (sheets 7 and 8 of 13 sheets), and approved by the Village Engineer (the "Grading Plans") for the Subdivision with the understanding that the granting of such permission by the Village does not in any way relieve Petitioner of its responsibilities to complete the Plat approval process and establishment of the SSA in compliance with the Village ordinances and the terms of the annexation Agreement for the Property, and that Petitioner is proceeding at its own peril and risk in performing the Grading Work for the Subdivision, and that Petitioner may be ordered to cease such grading work activities even after Petitioner has incurred substantial expenses in connection with the Grading Work, and in the event that the Final Plat for the Subdivision is not signed by the Village President and recorded, and an ordinance establishing the SSA is not adopted and recorded.

Petitioner shall complete the Plat approval process in accordance with the Village ordinances, including, without limitation the submission of all plans, materials and information requested by the Village staff and shall cooperate and complete the SSA establishment process in accordance with the terms of said Annexation Agreement for the Subdivision.

In consideration of the granting of such permission and accommodation, Petitioner acknowledges and agrees that nothing contained in the Early Earthworks Permit, if granted by the Village, authorizes it, or any of its contractors or subcontractors, to install or construct any public or private improvements on or to the Subdivision property. Petitioner agrees to defend, indemnify and hold harmless the Village of Bartlett, its Village President, Village Board of Trustees, officers, employees, attorneys, consultants and agents from and against any and all liability arising out of the Grading Work for the Subdivision, including, but not limited to, claims for bodily injuries, death, personal injuries, property damages, mechanic's liens, and for the cost to restore said property to its original condition in the event the Plat is not signed and recorded, and an ordinance establishing the SSA is not adopted and recorded, both within six (6) months of the date of this Agreement, except for good cause shown, and unless said time period is extended by the Corporate Authorities of the Village in its sole discretion.

In no event will the Petitioner proceed or permit any contractor or subcontractor to proceed with any Grading Work of the Subdivision until there has been deposited with the Village Clerk a Cash

Bond, performance bond and labor and material payment bond, or a standby letter of credit in form approved by the Village Attorney, in an amount equal to 150% of the cost to perform the Grading Work and the cost to restore the said property to its original condition, based on estimates therefor submitted by a licensed engineer retained by Petitioner and approved by the Village Engineer.

PULTE HOME COMPANY, LLC,  
A Michigan limited liability company

By: 

Title: Vice President Land

**VILLAGE OF BARTLETT**  
**SUBDIVISION CHECKLIST FOR EARLY EARTHWORK PERMIT**

Project Name: <i>Eastfield</i>	Case #:
--------------------------------	---------

1.  Application for Final Plat of Subdivision Submitted to CD
2.  Letter of Request for Early Earthworks Submitted to CD
3.  Final Plat of Subdivision Approved by VB *9/15*
4.  Early Earthworks Request Approved by VB *9/15*
5.  Grading Plan Approval Letter Issued by Village Engineer
6.  Letter of Credit Form sent to Petitioner
7.  Letter of Credit Approved by Village Attorney
8.  Hold Harmless Agreement Form Sent to Petitioner
9.  Hold Harmless Agreement Approved by Village Attorney
10.  Outstanding Bills Paid
11.  Erosion Control/Tree Preservation Fence Permit (if applicable)
12.  *N/A* Early Earthworks and/or Construction/Sales Trailer App. Completed (Bldg. Dept)  
*per Rob Betz (8-26-2020)*



# Agenda Item Executive Summary

Item Name Plat of Dedication (Harbecke Way) Committee or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Attached is an Ordinance approving of the Plat of Dedication for Harbecke Way. This roadway would be located immediately north of and adjacent to the Eastfield Subdivision (Pulte) which is proposed for the northwest corner of Petersdorf and Army Trail Roads.

## ATTACHMENTS (PLEASE LIST)

PDS Memo, Ordinance with Exhibit A (Plat of Dedication)

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve **Ordinance #2020- \_\_\_\_\_** *An Ordinance Approving A Plat Of Dedication And Acceptance Of The Dedication Of The Offsite Roadway Parcel (Immediately North Of And Adjacent To The Eastfield Subdivision)*
- Motion

Staff: Roberta Grill, Planning & Dev Services Director Date: 9/4/2020

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**20-123**

DATE: September 4, 2020  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta B. Grill, PDS Director *RBG*  
RE: Plat of Dedication for Harbecke Way

---

Attached is an Ordinance approving of the Plat of Dedication for Harbecke Way. This roadway would be located immediately north of and adjacent to the Eastfield Subdivision (Pulte) which is proposed for the northwest corner of Petersdorf and Army Trail Roads.

The Ordinance and proposed Plat of Dedication is attached for your review.

**RECOMMENDATION**

***Move to approve Ordinance #2020- \_\_\_\_\_ An Ordinance Approving A Plat Of Dedication And Acceptance Of The Dedication Of The Offsite Roadway Parcel (Immediately North Of And Adjacent To The Eastfield Subdivision)***

ORDINANCE 2020 - \_\_\_\_\_

**AN ORDINANCE APPROVING A PLAT OF DEDICATION AND  
ACCEPTANCE OF THE DEDICATION OF THE OFFSITE ROADWAY PARCEL  
(IMMEDIATELY NORTH OF AND ADJACENT TO THE EASTFIELD SUBDIVISION)**

---

**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 the Plat of Dedication prepared by Cemcon, Ltd. dated February 14, 2020, last revised July 14, 2020, a copy of which is appended hereto as Exhibit A, for the dedication of the property legally described thereon under the heading "ROADWAY DEDICATION DESCRIPTION" and depicted thereon as the 80.00' x 543.12' x 80.01' x 541.69' parcel labeled as "HARBECKE WAY (HEREBY DEDICATED FOR PUBLIC USE)" is hereby approved, and said property dedicated thereby for public use upon its execution by the owner thereof, is hereby accepted.

**SECTION TWO:** Upon the filing of the original Plat of Dedication with the Village Clerk duly executed (i) by Chicago Title Land Trust Company, not personally but as Trustee under Trust Agreement dated May 7, 2012 and known as Trust No. 800235948 with the signature of said Trustee duly notarized; and (ii) by the professional land surveyor listed thereon with the Village Clerk; then the Village President and Village Clerk are hereby authorized and directed to sign and attest, respectively, the original Plat of Dedication by executing the same under the heading "VILLAGE OF BARTLETT CERTIFICATE", indicating that the said Plat of Dedication is approved and accepted by the Village President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois.

**SECTION THREE: SEVERABILITY.** The various provisions of this Ordinance are to be considered as severable, and of 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: EFFECTIVE DATE.** This Ordinance shall be in full force and effect upon passage and approval.

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 2020 - \_\_\_\_\_ enacted on September 15, 2020, and approved on September 15, 2020, as the same appears from the official records of the Village of Bartlett.

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

# PLAT OF DEDICATION

PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

## OWNER'S CERTIFICATE

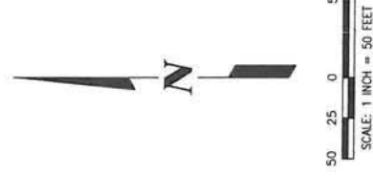
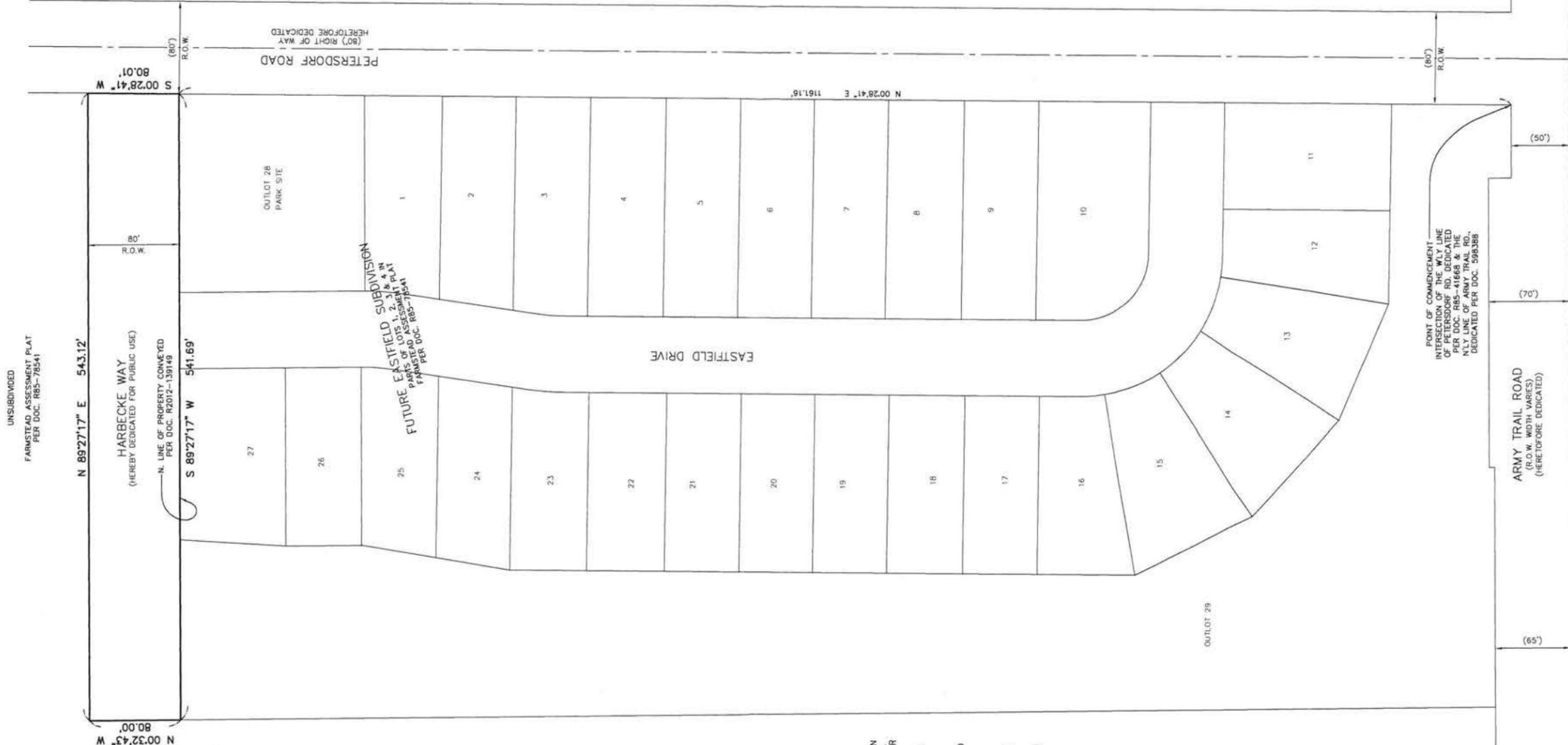
STATE OF ILLINOIS )  
COUNTY OF COOK )  
THIS IS TO CERTIFY THAT CHICAGO TITLE LAND TRUST DEPARTMENT, NOT PERSONALLY BUT AS TRUSTEES UNDER TRUST AGREEMENT DATED MAY 7, 2012 AKA TRUST NO. 800235948 IS THE OWNER OF THE PROPERTY DESCRIBED ON THE PLAT HEREIN AND HAS CAUSED THE SAME TO BE PLATTED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY WARRANT, DEFEND AND ADJUST THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.  
DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2020.

CHICAGO TITLE LAND TRUST DEPT.  
TRUST #00235948  
10 S. LASALLE STREET, SUITE 2750  
CHICAGO, IL 60603

## NOTARY'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF COOK )  
I, THE AFORESAID COUNTY AND STATE OF ILLINOIS, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE OF ILLINOIS, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATORS IN THE OWNERS CERTIFICATE ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2020.

AFFIX SEAL  
\_\_\_\_\_  
NOTARY  
PLEASE TYPE/PRINT NAME



THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING BY VILLAGE OF BARTLETT  
728 S. MAIN STREET  
BARTLETT, IL 60003

**PARCEL INDEX NUMBER**  
PART OF LOTS 1, 2, 3, 4 IN  
VACANT ALONG  
PETERSDORF ROAD  
NORTH OF ARMY TRAIL RD.  
BARTLETT, ILLINOIS

**LEGEND**  
- DEDICATION LIMITS  
(heavy Solid Line)  
- ADJACENT PROPERTY LINE OR  
RIGHT-OF-WAY LINE  
(light Solid Line)  
R.O.W. RIGHT-OF-WAY

**SURVEYOR'S NOTE:**  
1. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.  
2. BEARINGS SHOWN ARE ASSUMED.

## ROADWAY DEDICATION DESCRIPTION

THAT PART OF LOTS 1 AND 2 IN FARMSTEAD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1985 AS DOCUMENT R85-78541, DESCRIBED AS FOLLOWS:  
COMMENCING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED PER DOCUMENT NO. R85-41668 WITH THE NORTHERLY LINE OF ARMY TRAIL ROAD, AS DEDICATED PER DOCUMENT NO. 598388; THENCE NORTH 00 DEGREES 28 MINUTES 41 SECONDS EAST, 1161.16 FEET ALONG SAID WESTERLY LINE TO THE NORTH LINE OF PROPERTY CONVEYED PER DOCUMENT NO. 598388; THENCE NORTH 00 DEGREES 28 MINUTES 41 SECONDS WEST, 80.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 17 SECONDS WEST, 541.69 FEET ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID PROPERTY CONVEYED, AFORESAID; THENCE NORTH 00 DEGREES 32 MINUTES 43 SECONDS WEST, 80.00 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 17 SECONDS EAST, 543.12 FEET ALONG SAID LINE TO SAID WESTERLY RIGHT OF WAY PARALLEL LINE; THENCE WESTERLY 28 MINUTES 41 SECONDS EAST, 80.01 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

## VILLAGE OF BARTLETT CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )  
APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS.  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

BY: \_\_\_\_\_ VILLAGE PRESIDENT  
ATTEST: \_\_\_\_\_ VILLAGE CLERK

## DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )  
THIS INSTRUMENT \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2020 AT \_\_\_\_\_ O'CLOCK \_\_\_\_M.

RECORDER OF DEEDS

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE )  
THIS IS TO CERTIFY THAT I, PETER A. BLAESER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PROPERTY DESCRIBED HEREON FOR THE USES AS DESCRIBED HEREON.  
GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2020.

PETER A. BLAESER  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3072  
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2020  
PROFESSIONAL DESIGN FIRM LICENSE NUMBER 184-002937  
EXPIRES APRIL 30, 2021

## CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners  
2280 White Oak Circle, Suite 100 Aurora, Illinois  
60502-9675 PH: 630.862.2100 FAX: 630.862.2199  
www.cemcon.com  
DISC NO.: 402134 FILE NAME: DEDICATION  
DRAWN BY: AJB FLD. BK. / PG. NO.: DB3  
COMPLETION DATE: 01-31-20 JOB NO.: 402134  
02-14-20 VAB UPDATED FUTURE SUBDIVISION REFERENCE  
04-20-20 VAB UPDATED PER COMMENT LETTER DATED 3-19-20  
06-23-20 VAB UPDATED PER COMMENT LETTER DATED 6-09-20  
07-14-20 VAB CHANGED STREET NAME  
08-17-20 VAB CHANGED STREET NAME

PREPARED FOR:  
PULTE HOME COMPANY, LLC  
1900 E. SCHAUMBURG ROAD, SUITE 300  
SCHAUMBURG, IL 60173  
(847)230-2592



# Agenda Item Executive Summary

Item Name      Global Arts Concert Series Road Closure Request      Committee or Board      Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Arts in Bartlett is requesting a permit to allow for the closing of West Bartlett Ave. from Oak Ave to S. Eastern Ave. on Sunday, September 20<sup>th</sup> from 1:30p.m. to 4:30p.m. for musical performances that will last from 2:00p.m. to 4:00p.m. Closing this road will allow attendees to be socially distant from one another during the performance.

## ATTACHMENTS (PLEASE LIST)

Staff memo dated 9/8/2020  
Arts in Bartlett Road Closure Map

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve the road closure request from Arts in Bartlett, for September 20, 2020.

Staff:                  Samuel Hughes, Sr. Management Analyst                  Date:                  09/08/2020

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Sr. Management Analyst  
**Date:** 9/8/2020  
**Re:** Global Arts Concert Series Road Closure

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Arts in Bartlett is requesting a permit to allow for the closing of West Bartlett Ave. from Oak Ave to S. Eastern Ave. on Sunday, September 20<sup>th</sup> from 1:30p.m. to 4:30p.m. for musical performances that will last from 2:00p.m. to 4:00p.m. Closing this road will allow attendees to be socially distant from one another during the performance. This performance is part of a five-week concert series Arts in Bartlett is hosting to help replace their large global arts festival they traditionally hold over one weekend in June.

Attached, you will find a map of the road closure. The required certificate of insurance has not yet been submitted, but it can be approved on a conditional basis as long as they turn in the insurance and it is approved by the village attorney before the event.

## Motion

I move to approve the road closure request from Arts in Bartlett, for September 20, 2020.

# Arts in Bartlett

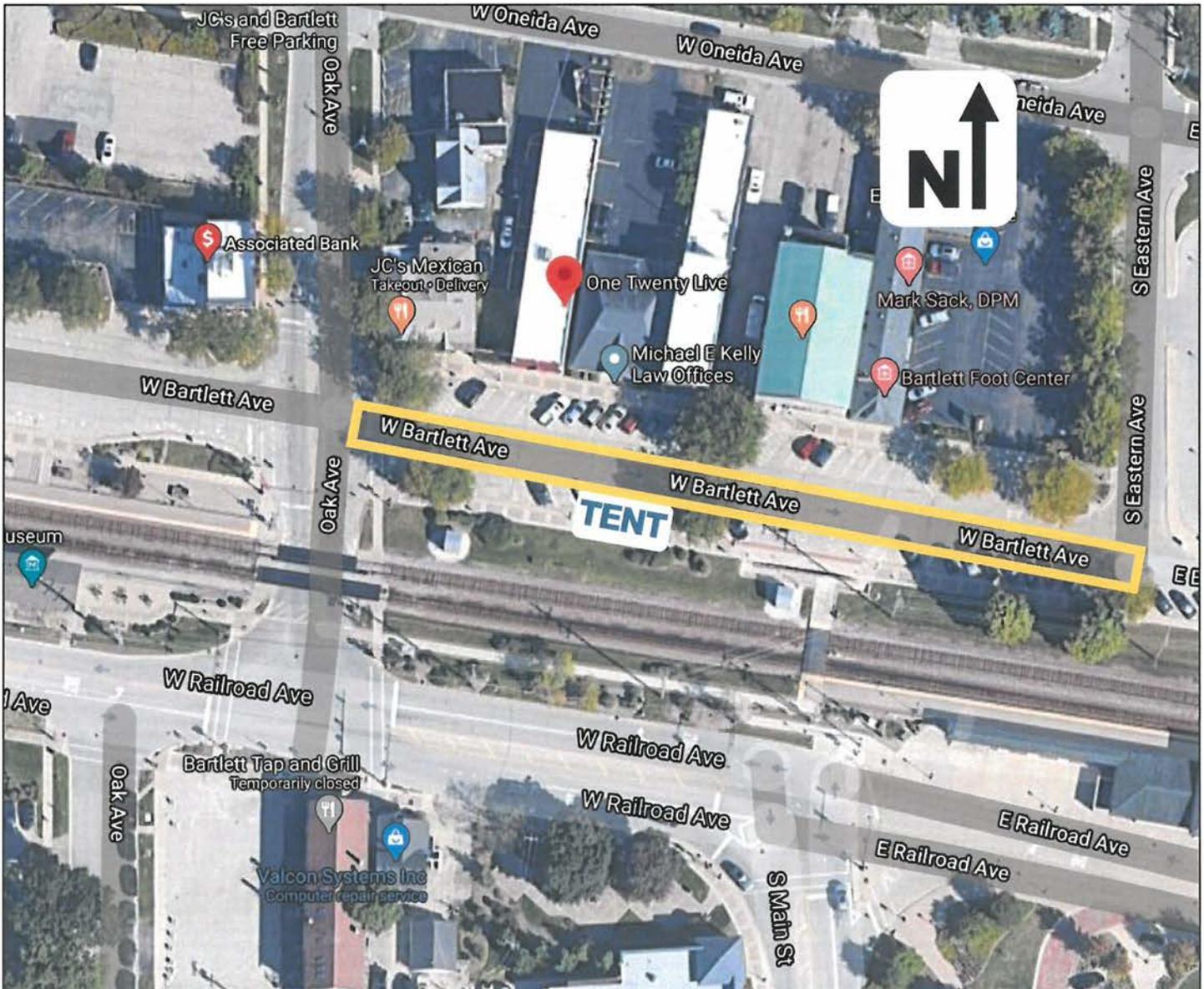
## Global Arts Sunday Concert Series

### Performance: Sunday, Sept. 20; 2-4pm

Arts in Bartlett respectfully requests use of the following outdoor space for a #GlobalArtsSunday concert on Sun, Sept 20, 2020.

1. Requesting permission to place **Hanover Township 20x30 tent** in **four (4) parking spaces** along W Bartlett Ave (see map below) from Fri, Sept 18 through Mon, Sept 21.
2. Tent fits best anchored in ground, over sidewalk to the south and in pavement to the north. The alternate position is in pavement over four parking spaces and 3-4 feet into street.
3. Also request that **W Bartlett Ave be closed on Sun, Sept 20 from 1:30pm—4:30pm** for performance scheduled from 2—4 pm. This will allow attendees to be safe and keep socially distant during performance.

Contact: Dale Ann Kasuba, AIB Secretary, [daleannk@sbcglobe.net](mailto:daleannk@sbcglobe.net), [630-319-8615](tel:630-319-8615)





# Agenda Item Executive Summary

Item Name      Brewster Creek TIF Developer Note #4, Payout #20      Committee or Board      Board

## BUDGET IMPACT

Amount:	\$460,900	Budgeted	\$460,900
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List what fund	Brewster Creek TIF Project Fund
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## EXECUTIVE SUMMARY

Brewster Creek Public Improvements - TIF Developer Note #4, Payout #20.

## ATTACHMENTS (PLEASE LIST)

Finance Memo  
Resolution  
Memorandum of Payment  
Schedule of Costs  
Village Engineer Letter

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2020-\_\_\_\_\_, a resolution approving of the Disbursement Request for Payout No. 20 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project.

Staff:      Todd Dowden, Finance Director

Date:      09/04/20

**Village of Bartlett  
Finance Department Memo  
2020 - 14**

**DATE:** September 4, 2020  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Todd Dowden, Finance Director  
**SUBJECT:** Brewster Creek TIF Developer Note #4 Payout Request #20

In September 2016, the Board authorized the Village to issue Developer Note #4, not to exceed \$11,500,000 to Elmhurst Chicago Stone for continuing the public improvements in the Brewster Creek TIF. Elmhurst Chicago Stone advances funds from their own sources and receives a note from the Village to get reimbursement if and when there is sufficient tax increment to do so and after all other TIF obligations are paid.

Attached is a resolution and several documents to approve the 20<sup>th</sup> developer note #4 payout request for the Brewster Creek TIF development. The total amount is \$460,900. The attachments are various documents required by the Village's redevelopment agreement. The attachments include:

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

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

**MOTION:** I move to approve Resolution Number 2020-\_\_\_\_\_ A Resolution Approving of Disbursement Request for Payout No. 20 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

## RESOLUTION 2020-

### A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 20 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2016 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT

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

**WHEREAS**, the Village passed an Ordinance providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2016, in an amount not to exceed \$11,500,000 (the "Series 2016 Subordinate Note"); and

**WHEREAS**, ECS has delivered to the Village its twentieth Memorandum of Payment requesting that it be reimbursed the sum of \$460,900 in Project Costs for Payout No. 20 from the Subordinate Lien Tax Increment Revenue Note; and

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

**WHEREAS**, The Series 2016 Subordinate Note requires advances to be in even increments of \$100,

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

**SECTION ONE:** The Memorandum of Payment No. 20 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2016 Subordinate Note in the sum of \$460,900 is hereby approved.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED**                      September 15, 2020

**APPROVED**                  September 15, 2020

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Kevin Wallace, Village President

**ATTEST:**

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Lorna Gilles, Village Clerk

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2020- , enacted on September 15, 2020, and approved on September 15, 2020, as the same appeared from the official records of the Village of Bartlett.

---

Lorna Gilles, Village Clerk

## DEVELOPER NOTE #4

### MEMORANDUM OF PAYMENT NO. 20

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

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$ 460,900.00 bearing an interest rate at 7.0% per annum.

**ELMHURST-CHICAGO STONE COMPANY**

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



Dated: \_\_\_\_\_

8/25/20

SCHEDULE 1

COST OF THE IMPROVEMENTS

V3	Cook County East Mass Grading Design	\$	8,750.00
V3	Cook County North CM	\$	30,000.00
Martam	Cook County North Mass Grading	\$	393,813.36
Geocon	Cook County North Geotechnical Site Inspections	\$	13,965.00
V3	Lot 9 Wetland Maintenance	\$	2,500.00
V3	Minador Wetland Maintenance	\$	3,000.00
V3	Park Basin Maintenance 2020	\$	8,790.00
	<b>Total</b>	<b>\$</b>	<b><u>460,818.36</u></b>

September 2, 2020

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 4 MEMORANDUM  
OF PAYMENT # 20 – RELATIVE TO THE  
REDEVELOPMENT AND FINANCING  
AGREEMENT BETWEEN THE VILLAGE  
OF BARTLETT AND ELMHURST CHICAGO  
STONE COMPANY**

Dear Todd:

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

- The **Developer Note # 4 Memorandum of Payment # 20** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$460,900.00** to reimburse itself for monies spent on the project for the period of **July 22, 2020** through **August 21, 2020**.
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

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

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

We have reviewed the certification for V3 Companies, Martam Construction and Geocon Professional Services stating that the work has been completed and materials are in place as indicated on the **Developer Note # 4 Memorandum of Payment # 20**. We have also included invoices from firms noted above for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies, Martam Construction and Geocon Professional Services that the work has been completed and materials are in place as indicated in the **Developer Note # 4 Memorandum of Payment # 20**, covered by the dates July 22, 2020 through August 21, 2020.

Please contact our office if there are any questions.

Bartlett Village Engineer

A handwritten signature in black ink, appearing to read "R. Allen". The signature is written in a cursive, somewhat stylized font.

Robert Allen, P.E.

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



# Agenda Item Executive Summary

Item Name Amending Title 3, Chapter 31 Local Video Gaming Licenses Committee or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Attached is an Ordinance amending Title 3, Chapter 31, of the Bartlett Municipal Code relative to adding Licensed Truck Stop Establishments to the Village's licensed establishments in our local ordinance to be consistent with the regulations adopted by the State of Illinois.

## ATTACHMENTS (PLEASE LIST)

PDS Memo and Ordinance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve **Ordinance #2020- \_\_\_\_\_** *An Ordinance Amending Title 3, Chapter 31, of the Bartlett Municipal Code Concerning Local Video Gaming Licenses*
- Motion

Staff: Roberta Grill, Planning & Dev Services Director Date: 9/3/2020

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**20-132**

DATE: September 3, 2020

TO: Paula Schumacher, Village Administrator

FROM: Roberta B. Grill, PDS Director 

RE: Amending Title 3, Chapter 31 Local Video Gaming Licenses

---

Attached is an Ordinance amending Title 3, Chapter 31, of the Bartlett Municipal Code relative to adding Licensed Truck Stop Establishments to the Village's licensed establishments in our local ordinance to be consistent with the regulations adopted by the State of Illinois.

The Ordinance is attached for your review.

**RECOMMENDATION**

**Move to approve Ordinance #2020- \_\_\_\_\_ An Ordinance Amending Title 3, Chapter 31, of the Bartlett Municipal Code Concerning Local Video Gaming Licenses**

ORDINANCE 2020 - \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 31, OF THE  
BARTLETT MUNICIPAL CODE CONCERNING LOCAL VIDEO GAMING LICENSES**

---

**PASSED BY THE BOARD OF TRUSTEES ON \_\_\_\_\_, 2020**

**PRINTED AND PUBLISHED IN PAMPHLET FORM ON \_\_\_\_\_, 2020**

---

**PRINTED AND PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF THE  
PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT,  
COOK, DuPAGE AND KANE COUNTIES, ILLINOIS**

---

**I HEREBY CERTIFY THAT THIS DOCUMENT  
WAS PROPERLY PUBLISHED ON THE DATE  
STATED ABOVE.**

***/s/* LORNA GILESS**

\_\_\_\_\_  
**VILLAGE CLERK**

ORDINANCE 2020 - \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 31, OF THE  
BARTLETT MUNICIPAL CODE CONCERNING LOCAL VIDEO GAMING LICENSES**

---

**WHEREAS**, the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, is a home rule unit of government that has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and to protect the public health, safety and welfare of its citizens; and

**WHEREAS**, the State of Illinois has enacted the Video Gaming Act, 230 ILCS 40/1, *et seq.*, as amended (the "Video Gaming Act"), which authorized video gaming at video gaming terminals licensed by the Illinois Gaming Board at certain locations in this State, including among other locations, at retail establishments in this State where alcoholic liquor is drawn, poured, mixed or otherwise served for consumption on the premises, and at licensed truck stop establishments, unless a municipality bans video gaming by ordinance or referendum; and

**WHEREAS**, as of the effective date of this Ordinance, the Village of Bartlett has not banned video gaming by ordinance or referendum; and

**WHEREAS**, the Video Gaming Act does not expressly preempt municipalities from regulating video gaming, but granted municipalities limited power to regulate video gaming terminals within their respective corporate limits; and

**WHEREAS**, the Village hereby finds that it is in the best interest of the Village and the public to amend the Bartlett Municipal Code to achieve various beneficial goals, including the regulation of video gaming terminals consistent with the Video Gaming Act, and with the regulations adopted by the State of Illinois pertaining thereto, and to provide

for the requirements for the local video gaming licenses for video gaming terminals in “licensed establishments” and “licensed truck stop establishment” as those terms are defined in the Video Gaming Act;

**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 facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**SECTION TWO:** That current Chapter 31 of Title 3 of the Bartlett Municipal Code is hereby repealed.

**SECTION THREE:** Title 3 of the Bartlett Municipal Code is amended to add new Chapter 31 entitled “LOCAL VIDEO GAMING LICENSES” in place of Title 3, Chapter 31, repealed in Section One of this Ordinance, as follows:

**CHAPTER 31  
LOCAL VIDEO GAMING LICENSES**

- 3-31-1: DEFINITIONS:**
- 3-31-2: FEE:**
- 3-31-3: VILLAGE LICENSE DISPLAYED AND STATE LICENSES REQUIRED FOR LICENSED ESTABLISHMENTS:**
- 3-31-4: VILLAGE LICENSE DISPLAYED AND STATE LICENSES REQUIRED FOR LICENSED TRUCK STOP ESTABLISHMENTS:**
- 3-31-5: APPLICATION FORM REQUIRED:**

**3-31-1: DEFINITIONS:**

**VIDEO GAMING TERMINAL:** For purposes of this chapter “video gaming terminal” shall have the same meaning as set forth in the Video Gaming Act<sup>1</sup>.

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<sup>1</sup> 230 ILCS 40/5

**LICENSED ESTABLISHMENTS:** For purposes of this chapter, “licensed establishment” means any licensed retail establishment where alcoholic liquor is drawn, poured, mixed or otherwise served for consumption on the premises and for which (1) a State of Illinois liquor license has been issued by the Illinois Liquor Commission, and (2) a class A, A Extended, B, F, I, or N liquor license has been issued by the Bartlett Liquor Control Commissioner to sell and offer for sale at retail on the licensed establishment premises alcoholic liquor for the use or consumption on said premises, and has been issued to an entity or individual owning, leasing and/or operating said licensed establishment premises.

**LICENSED TRUCK STOP ESTABLISHMENT:** For purposes of this chapter, “licensed truck stop establishment” means a facility (i) that is at least a 3 acre facility with a convenience store, (ii) with separate diesel islands for fueling motor vehicles, (iii) that sells at retail more than 10,000 gallons of diesel or biodiesel fuel per month, (iv) with parking spaces for commercial motor vehicles, and (v) has been issued a truck stop establishment license by the Illinois Gaming Board. “Commercial Motor Vehicles” has the same meaning as defined in Section 18b-101 of the Illinois Vehicle Code.<sup>2</sup> The requirement of item (iii) of this definition may be met by showing that estimated future sales or last sales average of at least 10,000 gallons per month, or furnishing the Village Administrator with a copy of the truck stop license issued to the applicant by the Illinois Gaming Board.

**3-31-2: FEE:**

There is hereby imposed on the privilege of operating every video gaming terminal in the Village, as defined in the Video Gaming Act, 230 Illinois Compiled Statutes, 40/1, et seq., an annual fee of two hundred fifty dollars (\$250.00) for the first year in which one or more such video gaming terminal license(s) issued to any entity; and an annual fee of five hundred dollars (\$500.00) per video gaming terminal for each year thereafter. Said video gaming terminal license fee shall not be prorated or refunded for any partial year for which such license issues or is paid.

**3-31-3: VILLAGE LICENSE DISPLAYED AND STATE LICENSES REQUIRED FOR LICENSED ESTABLISHMENTS:**

No person or entity shall keep or display for operating or patronage by the public within any licensed establishment premises within this Village any video gaming terminal without having first obtained a written license therefor from the Village Administrator, which license shall be framed and hung in plain view in a conspicuous place on the licensed premises, and such posted license may include more than one device on such licensed premises. It shall be a prerequisite to any such video gaming terminal license issued by the Village to any licensed establishment that such person or entity keeping the video gaming terminal have in place the following licenses:

- A. A valid license from the Illinois Gaming Board for each such device;
- B. A valid State of Illinois liquor license issued by the Illinois Liquor Commission; and

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<sup>2</sup> 625 ILCS 5/186-101

C. A valid liquor license for service of alcoholic liquor on the premises issued by the Bartlett Liquor Control Commissioner.

The revocation, loss or suspension of either such license set forth in subsection A, B or C of this section, shall automatically result in the same status for the Village video gaming terminal license issued hereunder, without refund of any license fee.

**3-31-4: VILLAGE LICENSE DISPLAYED AND STATE LICENSE REQUIRED FOR LICENSED TRUCK STOP ESTABLISHMENTS:**

No person or entity shall keep or display for operating or patronage by the public within any licensed truck stop establishment any video gaming terminal without having first obtained a written license therefor from the Village Administrator, which license shall be framed and hung in plain view in a conspicuous place in the licensed truck stop establishment premises, and such posted license may include more than one device in such licensed truck stop establishment premises. It shall be a prerequisite to the issuance of any such video gaming terminal license issued by the Village to any licensed truck stop establishment that such person or entity keeping the video terminal shall have in place a valid license from the Illinois Gaming Board for each such device for a licensed truck stop establishment. A licensed truck stop establishment that does not hold a liquor license may operate video gaming terminals on a continuous basis. The revocation, loss or suspension of the license issued by the Illinois Gaming Board shall automatically result in the same status for the Village video gaming terminal license issued hereunder without refund of any license fee.

**3-3-5: APPLICATION FORM REQUIRED:**

An application for a video gaming terminal license shall be made to the Village Administrator on forms furnished by the Village Clerk. The application shall set forth the number of video gaming terminals for which permission is sought for a particular location, and shall include a copy of the license(s) issued from the State of Illinois for each video gaming terminal at that licensed establishment, or licensed truck stop establishment location, and shall be accompanied by payment of the appropriate video gaming terminal license fee(s). For a licensed establishment, the application shall also include a copy of the applicant's State of Illinois liquor license and a copy of the applicant's Village of Bartlett liquor license, for that location. For a licensed truck stop establishment, the application shall include a copy of the applicant's truck stop establishment license issued by the Illinois Gaming Board or video gaming terminal licenses for the licensed truck stop establishment issued by the Illinois Gaming Board.

**SECTION FOUR: 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 Resolution.

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

**SECTION SIX: EFFECTIVE DATE.** This Ordinance shall be effective ten (10) days after its passage, approval and publication in pamphlet form, as required by law.

ROLL CALL VOTE:

AYES:  
NAYS:  
ABSENT:

PASSED:  
APPROVED:

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

ATTEST:

\_\_\_\_\_  
Lorna Gilles, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2020-\_\_\_\_\_ enacted on September 15, 2020, and approved on September 15, 2020, and published in pamphlet form on September 16, 2020, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Gilles, Village Clerk



# Agenda Item Executive Summary

Item Name      An Ordinance Amending Title 3, Chapter 21, of  
the Bartlett Municipal Code Regulating Garage,  
Yard and Rummage Sales      Committee  
or Board      Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

The Village of Bartlett currently requires residents to fill out an application in order to hold a garage, yard or rummage sale. Due to the COVID-19 pandemic, Village staff have been continuously reviewing all of its policies in order to allow maximum service delivery to our residents, while still keeping them and our staff safe. When looking at our garage sale procedures, staff found that the application process for garage sales was both overly-burdensome and unnecessary to Bartlett residents. Staff is recommending the removal of the application requirement from the Bartlett Municipal Code.

## ATTACHMENTS (PLEASE LIST)

Staff Memo Dated September 3, 2020  
Ordinance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

## MOTION:

I move to approve ordinance 2020-\_\_\_\_\_, an ordinance amending Title 3, Chapter 21, of the Bartlett Municipal Code regulating garage, yard and rummage sales.

Staff:      Joey Dienberg, Management Analyst

Date:      September 3, 2020

# Memorandum

**To:** Paula Schumacher, Village Administrator  
**From:** Joey Dienberg, Management Analyst  
**Date:** September 3, 2020  
**Re:** An Ordinance Amending Title 3, Chapter 21, of the Bartlett  
Municipal Code Regulating Garage, Yard and Rummage Sales

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The Village of Bartlett currently requires residents to fill out an application in order to hold a garage, yard or rummage sale. Due to the COVID-19 pandemic, Village staff have been continuously reviewing all of its policies in order to allow maximum service delivery to our residents, while still keeping them and our staff safe. When looking at our garage sale procedures, staff found that the application process for garage sales was both overly-burdensome and unnecessary to Bartlett residents.

Therefore, staff proposes to remove the following section from Title 3 Chapter 21 Section 1 of the Bartlett Municipal Code:

**3-21-1: APPLICATIONS**

*NO garage, yard or rummage sale shall be conducted in the Village without first applying for and obtaining a permit therefor from the Village Clerk.*

Please note that all other garage sale policies involving frequency, signage, and hours of operation will stay in place, and will be enforced on a complaint basis. The Village will also still accept applications in future years for the Village Wide Garage Sale, so that the event can still be properly marketed and advertised. The 2020 Village Wide Garage Sale was canceled in response the COVID-19 Pandemic.

MOTION: I move to approve ordinance 2020-\_\_\_\_\_, an ordinance amending Title 3, Chapter 21, of the Bartlett Municipal Code regulating garage, yard and rummage sales.

**ORDINANCE 2020 - \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 21, OF THE BARTLETT MUNICIPAL CODE REGULATING GARAGE, YARD AND RUMMAGE SALES**

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**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:** Title 3, Chapter 21, "GARAGE, YARD AND RUMMAGE SALES", of the Bartlett Municipal Code is hereby repealed.

**SECTION TWO:** Title 3, Chapter 21, of the Bartlett Municipal Code is hereby amended to add the following new Chapter 21 to replace the former Chapter 21 repealed in Section One of this Ordinance, as follows:

**CHAPTER 21  
GARAGE, YARD AND RUMMAGE SALES**

**3-21-1: DURATION PER SALE AND LIMIT PER YEAR:**

**3-21-2: HOURS OF OPERATION:**

**3-21-3: SIGNS:**

3-21-1: DURATION PER SALE AND LIMIT PER YEAR:

No more than three (3) garage, yard and/or rummage sales for any one premises in the Village shall be held during any calendar year.

3-21-2: HOURS OF OPERATION:

A garage, yard and/or rummage sale may be conducted for up to three (3) consecutive days, but shall only be between the hours of nine o'clock (9:00) A.M. and five o'clock (5:00) P.M. on each day of the garage, yard and/or rummage sale.

3-21-3: SIGNS:

Garage, yard and/or rummage sale signs may be posted only in accordance with the provisions of the Bartlett Zoning Ordinance. In no event shall any such sign be posted on any private property without the permission of the owner, and in no event shall any such sign be posted upon any Village or other public property.

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

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 2020 - \_\_\_\_\_ on \_\_\_\_\_, 2020, and approved on \_\_\_\_\_, 2020, as the same appears from the official records of the Village of Bartlett.

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



# Agenda Item Executive Summary

Intergovernmental Agreement For the Equally Shared Costs For Initial Work Towards the Creation of a Quiet Corridor Along the Elgin, Joliet, and Eastern Railroad

Item Name	Committee or Board	Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Attached please find an intergovernmental agreement (IGA) with several communities along the EJ&E Railroad. This is a renewal of the 2006 IGA that was established to create a quiet zone corridor along the EJ&E railroad. Our quiet zone is at Spaulding Rd. and the EJ&E Railroad, just west of the quiet zone we are working on at Spaulding Rd. and the CN/Metra tracks. We are required to recertify the quiet zone corridor therefore we are looking to renew the IGA. Our share for the engineering to recertify the quiet zone is estimated at \$3,638.

We recommend the Village Board approve this IGA.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, IGA, Exhibits

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2020-\_\_\_\_\_, a Resolution Approving an Intergovernmental Agreement Among the Village of Bartlett, the Village of Hoffman Estates, the Village of Barrington Hills, the Village of Barrington, the Village of Deer Park, the Village of Lake Zurich, the Village of Hawthorn Woods, the Village of Mundelein, the Village of Vernon Hills, the Village of Mettawa, the Village of Green Oaks, and the City of North Chicago, For the Equally Shared Costs For Initial Work Towards the Creation of a Quiet Corridor Along the Elgin, Joliet, and Eastern Railroad.

Staff: Dan Dinges, Director of Public Works

Date: 9/2/20

# Memo

DATE: September 2, 2020

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Intergovernmental Agreement For the Equally Shared Costs For Initial Work Towards the Creation of a Quiet Corridor Along the Elgin, Joliet, and Eastern Railroad

Attached please find an intergovernmental agreement (IGA) with several communities along the EJ&E Railroad. This is a renewal of the 2006 IGA that was established to create a quiet zone corridor along the EJ&E railroad. Our quiet zone is at Spaulding Rd. and the EJ&E Railroad, just west of the quiet zone we are working on at Spaulding Rd. and the CN/Metra tracks. We are required to recertify the quiet zone corridor therefore we are looking to renew the IGA. Our share for the engineering to recertify the quiet zone is estimated at \$3,638.

We recommend the Village Board approve this IGA.

MOTION: I move to approve Resolution 2020-\_\_\_\_\_, a Resolution Approving an Intergovernmental Agreement Among the Village of Bartlett, the Village of Hoffman Estates, the Village of Barrington Hills, the Village of Barrington, the Village of Deer Park, the Village of Lake Zurich, the Village of Hawthorn Woods, the Village of Mundelein, the Village of Vernon Hills, the Village of Mettawa, the Village of Green Oaks, and the City of North Chicago, For the Equally Shared Costs For Initial Work Towards the Creation of a Quiet Corridor Along the Elgin, Joliet, and Eastern Railroad.

RESOLUTION 2020 - \_\_\_\_\_

**A RESOLUTION APPROVING AN AGREEMENT AMONG THE VILLAGE OF BARTLETT, THE VILLAGE OF HOFFMAN ESTATES, THE VILLAGE OF BARRINGTON HILLS, THE VILLAGE OF BARRINGTON, THE VILLAGE OF DEER PARK, THE VILLAGE OF LAKE ZURICH, THE VILLAGE OF HAWTHORN WOODS, THE VILLAGE OF MUNDELEIN, THE VILLAGE OF VERNON HILLS, THE VILLAGE OF METTAWA, THE VILLAGE OF GREEN OAKS, AND THE CITY OF NORTH CHICAGO, FOR THE EQUALLY SHARED COSTS FOR INITIAL WORK TOWARDS THE CREATION OF A QUIET CORRIDOR ALONG THE ELGIN, JOLIET, AND EASTERN RAILROAD**

**WHEREAS**, the Village of Bartlett, Village of Hoffman Estates, the Village of Barrington Hills, the Village of Barrington, the Village of Deer Park, the Village of Lake Zurich, the Village of Hawthorn Woods, the Village of Mundelein, the Village of Vernon Hills, the Village of Mettawa, the Village of Green Oaks, and the City of North Chicago (collectively known as the "Parties") are desirous of participating in the creation of a quiet corridor along the Elgin, Joliet, and Eastern Railroad; and

**WHEREAS**, it is the interest of the Village of Bartlett to maintain a quiet zone within the Village on the Elgin, Joliet, and Eastern Railroad to achieve both the safety of motorists and pedestrians and improve the quality of life; and

**WHEREAS**, this intergovernmental group will retain engineering services to investigate options for maintaining the quiet zone.

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

**SECTION ONE:** The Intergovernmental Agreement Between the Parties for the Equally Shared Costs for Initial Work Towards the Creation of a Quiet Zone Corridor, a true and correct copy of which is attached hereto, and the same is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: September 15, 2020

APPROVED: September 15, 2020

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

ATTEST:

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

## CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2020 - \_\_\_\_\_ enacted on \_\_\_\_\_, 2020, and approved on September 15, 2020, as the same appears from the official records of the Village of Bartlett.

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

**AGREEMENT AMONG THE VILLAGE OF BARTLETT, THE VILLAGE OF HOFFMAN ESTATES, THE VILLAGE OF BARRINGTON HILLS, THE VILLAGE OF BARRINGTON, THE VILLAGE OF DEER PARK, THE VILLAGE OF LAKE ZURICH, THE VILLAGE OF HAWTHORN WOODS, THE VILLAGE OF MUNDELEIN, THE VILLAGE OF VERNON HILLS, THE VILLAGE OF METTAWA, THE VILLAGE OF GREEN OAKS, AND THE CITY OF NORTH CHICAGO, FOR THE EQUALLY SHARED COSTS FOR INITIAL WORK TOWARDS THE CREATION OF A QUIET CORRIDOR ALONG THE ELGIN, JOLIET, AND EASTERN RAILROAD**

THIS AGREEMENT entered into this 15<sup>th</sup> day of September 2020, by and among the VILLAGE OF BARTLETT, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as BARTLETT, the VILLAGE OF HOFFMAN ESTATES, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as HOFFMAN ESTATES, the VILLAGE OF BARRINGTON HILLS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as BARRINGTON HILLS, the VILLAGE OF BARRINGTON, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as BARRINGTON, the VILLAGE OF DEER PARK, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as DEER PARK, the VILLAGE OF LAKE ZURICH, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as LAKE ZURICH, the VILLAGE OF HAWTHORN WOODS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as HAWTHORN WOODS, the VILLAGE OF MUNDELEIN, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as MUNDELEIN, the VILLAGE OF VERNON HILLS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as VERNON HILLS, the VILLAGE OF METTAWA, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as METTAWA, the VILLAGE OF GREEN OAKS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as GREEN OAKS, the CITY OF NORTH CHICAGO, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as NORTH CHICAGO. The BARTLETT, HOFFMAN ESTATES, BARRINGTON HILLS, BARRINGTON, DEER PARK, LAKE ZURICH, HAWTHORN WOODS, MUNDELEIN, VERNON HILLS, METTAWA, GREEN OAKS, and NORTH CHICAGO are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES". The ELGIN, JOLIET & EASTERN RAILROAD corridor is sometimes hereinafter referred to as the "CORRIDOR".

## WITNESSETH

**WHEREAS**, the Swift Rail Development Act of 1994, hereinafter referred to as the ACT, directed the Federal Railroad Administration, hereinafter referred to as the FRA, to issue a rule, hereinafter referred to as the FINAL RULE, mandating the sounding of train horns at all public highway-rail crossings; and,

**WHEREAS**, said FINAL RULE includes provisions for the creation of quiet corridors through the use of supplementary and alternative safety measures to avoid the mandated sounding of train horns at highway-rail crossings; and,

**WHEREAS**, the ACT does not authorize any federal funds to implement said quiet corridors included in the FINAL RULE; and,

**WHEREAS**, improvements at all highway-rail crossings in the CORRIDOR are infeasible due to cost and/or the impracticalities of installation; and,

**WHEREAS**, the implementation of said FINAL RULE and the continuing frequency at which train horns are heard has a negative impact on the quality of life of the residents of the PARTIES; and,

**WHEREAS**, the PARTIES have determined it is desirous to pursue a cooperative quiet corridor as a more cost effective and acceptable alternative to the mandatory sounding of the train horns and/or the installation of supplemental and/or alternative safety measures included in the FINAL RULE; and,

**WHEREAS**, the PARTIES hereto have agreed to participate equally in paying for the **recertification** of the quiet corridor.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the PARTIES hereto do hereby enter into the following:

1. It is mutually agreed by and among the PARTIES hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. VERNON HILLS agrees to serve as the Lead Agency for the STUDY and to perform the administrative functions associated with said STUDY. For the purposes of THIS AGREEMENT, said administrative functions shall be limited to contracting with Patrick Engineering, hereinafter the CONTRACTOR, to perform the work items included in the approved scope of work for the STUDY, paying the CONTRACTOR for completion of the work items included in the scope of services for the STUDY, and receiving reimbursement from each of the other PARTIES hereto in an amount distributed equally among all participating PARTIES for said STUDY.

3. It is mutually agreed by and among the PARTIES hereto that the scope of work contained in the proposal from the CONTRACTOR titled, "Proposal for Engineering Services, Three Quiet Zone Corridors- Recertification Assistance" and dated March 27, 2020 constitutes the approved scope of services for the STUDY. Said approved scope of work, by reference herein are hereby made a part hereof.

It is further mutually agreed that the total cost of the STUDY, as proposed by the CONTRACTOR, shall not exceed \$47,300.00 plus expenses. Expenses shall be submitted for review and approved by VERNON HILLS. Said expenses shall be split equally amongst the above PARTIES.

4. It is mutually agreed by and among the PARTIES hereto that the total amount of the local share to be divided equally between the participating PARTIES shall not exceed \$47,300.00, plus any additional expenses as explained above.
5. It is mutually agreed by and among the PARTIES hereto that each of the PARTIES shall each reimburse VERNON HILLS an amount not to exceed \$47,300.00 divided equally among the participating PARTIES, plus any additional approved expenses as explained above.
6. It is mutually agreed by and among the PARTIES hereto that upon execution of the contract between VERNON HILLS and the CONTRACTOR, the PARTIES shall each pay to VERNON HILLS within thirty (30) days of the receipt of an invoice from VERNON HILLS, in a lump sum, an amount equal to seventy-five percent (75%) of their respective obligations incurred under THIS AGREEMENT for payment of the local share for the STUDY. Payments to VERNON HILLS, upon execution of the contract between VERNON HILLS and the CONTRACTOR and receipt of an invoice from VERNON HILLS, from each of the other PARTIES shall be in an amount not to exceed seventy-five percent (75%) of \$47,300.00 divided equally among the participating PARTIES.

The PARTIES further agree that each shall pay to VERNON HILLS the remaining twenty-five percent (25%) of their respective obligations incurred under THIS AGREEMENT for payment of the local share for the STUDY. Payment to VERNON HILLS shall be in a lump sum, within thirty (30) days of the receipt of an invoice from VERNON HILLS, upon completion of the STUDY. The final payments to VERNON HILLS upon completion of the STUDY and receipt of an invoice from VERNON HILLS shall be in an amount not to exceed to exceed twenty-five percent (25%) of \$47,300.00 divided equally among the participating PARTIES, plus any additional approved expenses, from each of the other PARTIES hereto.

7. The PARTIES agree that other communities may be added to this AGREEMENT in accordance with the cost and expense sharing formula provided herein provided that a duly authorized Amendment is executed by the Parties.
8. The PARTIES hereto agree that by duly executing THIS AGREEMENT, the PARTIES concur in VERNON HILLS executing the contract for the STUDY with the CONTRACTOR.

The PARTIES further agree to provide such assistance as proposed by the CONTRACTOR and described in the proposal for the STUDY, without reimbursement from the other PARTIES hereto.

9. It is mutually agreed by and among the PARTIES hereto that each PARTY warrants and represents to each of the other PARTIES and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such PARTY and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each PARTY; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such PARTY.
10. THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the PARTIES hereto to execute THIS AGREEMENT affix their signatures.
11. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the PARTIES hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
12. It is mutually agreed by and among the PARTIES hereto that the Provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
13. It is mutually agreed by and among the PARTIES hereto that the agreement of the PARTIES hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the PARTIES hereto relating to the subject matter hereof.

14. It is mutually agreed by and among the PARTIES hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the PARTIES hereto.
15. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
16. THIS AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. Except as may be specifically stated otherwise in this AGREEMENT, no PARTY hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its rights, duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other PARTIES to THIS AGREEMENT.
17. It is mutually agreed by and among the PARTIES hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners among the PARTIES hereto for any purpose or in any manner, whatsoever. The PARTIES are to be and shall remain independent of each other with respect to all services performed under THIS AGREEMENT.
18. THIS AGREEMENT shall be considered null and void in the event that the contract between VERNON HILLS and the CONTRACTOR for the STUDY is not awarded by October 15, 2020.

VILLAGE OF VERNON HILLS

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

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

ATTEST:

\_\_\_\_\_  
Village Clerk

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

VILLAGE OF BARTLETT

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

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

ATTEST:

\_\_\_\_\_  
Village Clerk

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

VILLAGE OF HOFFMAN ESTATES

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

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

ATTEST:

\_\_\_\_\_  
Village Clerk

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

VILLAGE OF BARRINGTON HILLS

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

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

ATTEST:

\_\_\_\_\_  
Village Clerk

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

VILLAGE OF BARRINGTON

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

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

ATTEST:

\_\_\_\_\_  
Village Clerk

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

VILLAGE OF DEER PARK

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

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

ATTEST:

\_\_\_\_\_  
Village Clerk

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

VILLAGE OF LAKE ZURICH

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

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

ATTEST:

\_\_\_\_\_  
Village Clerk

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

VILLAGE OF HAWTHORN WOODS

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

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

ATTEST:

\_\_\_\_\_  
Village Clerk

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

VILLAGE OF MUNDELEIN

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

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

ATTEST:

\_\_\_\_\_  
Village Clerk

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

VILLAGE OF METTAWA

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

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

ATTEST:

\_\_\_\_\_  
Village Clerk

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

VILLAGE OF GREEN OAKS

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

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

ATTEST:

\_\_\_\_\_  
Village Clerk

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

CITY OF NORTH CHICAGO

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

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

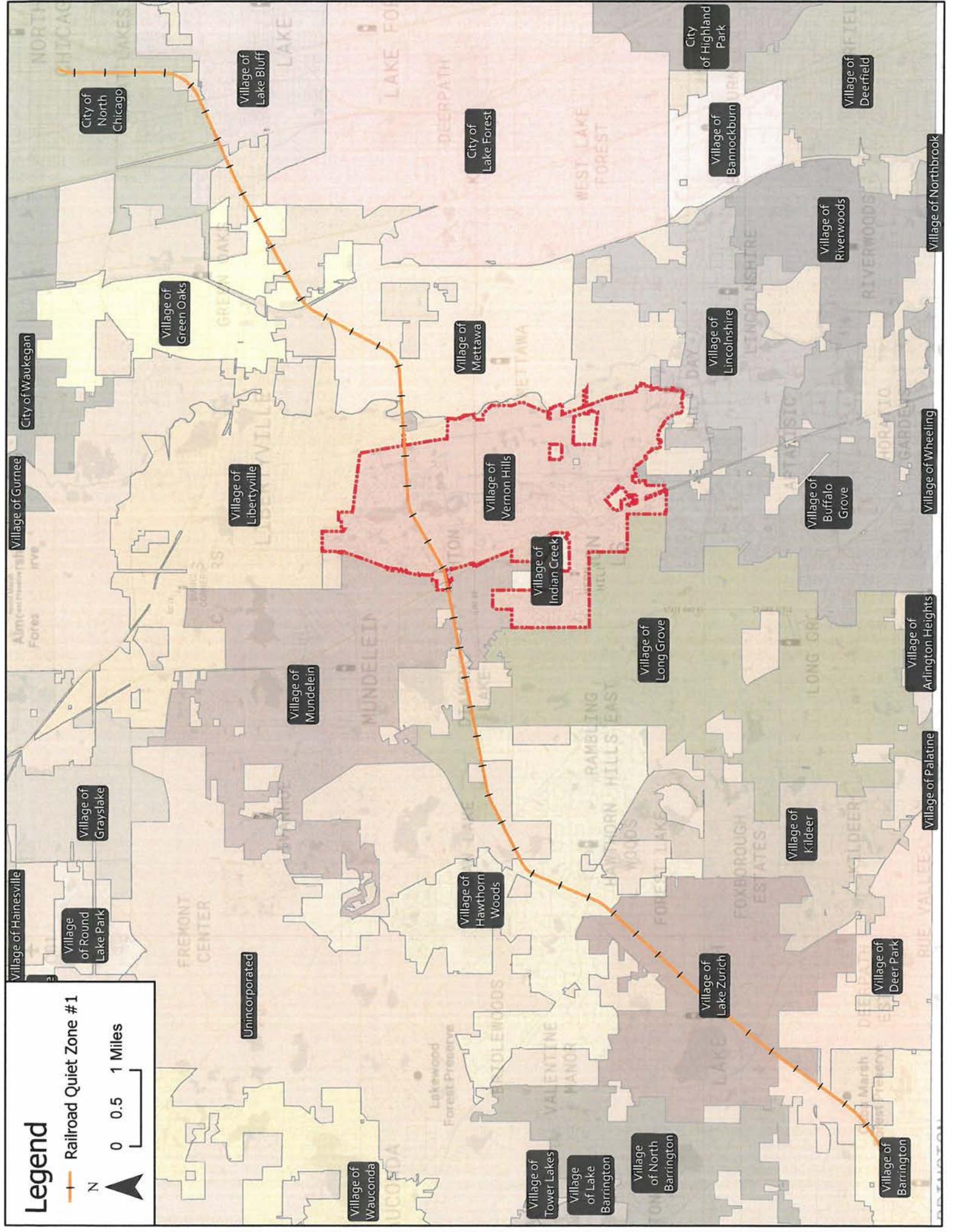
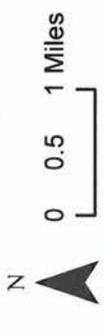
ATTEST:

\_\_\_\_\_  
Village Clerk

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

# Legend

— Railroad Quiet Zone #1



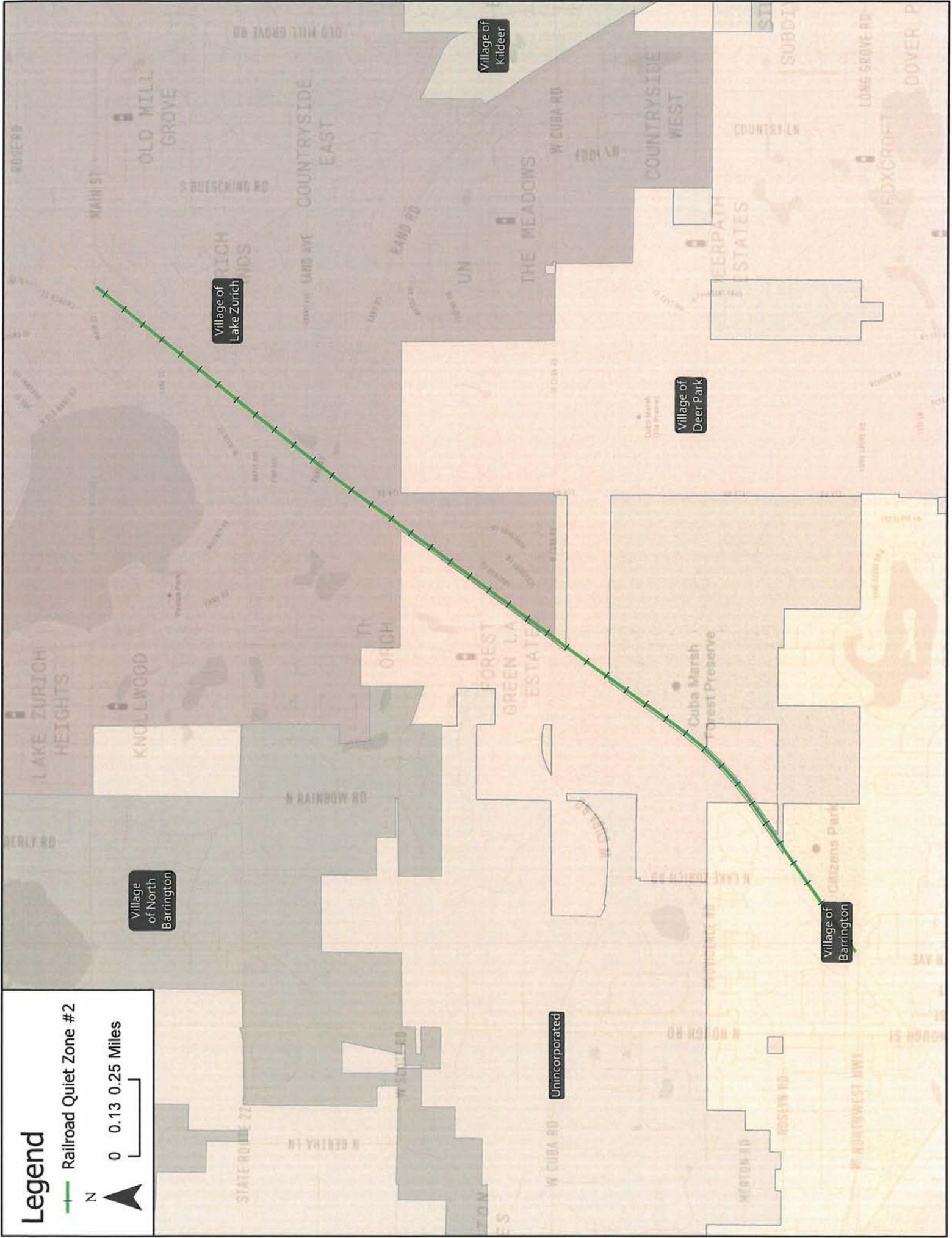
# Legend

 Railroad Quiet Zone #2

N



0 0.13 0.25 Miles

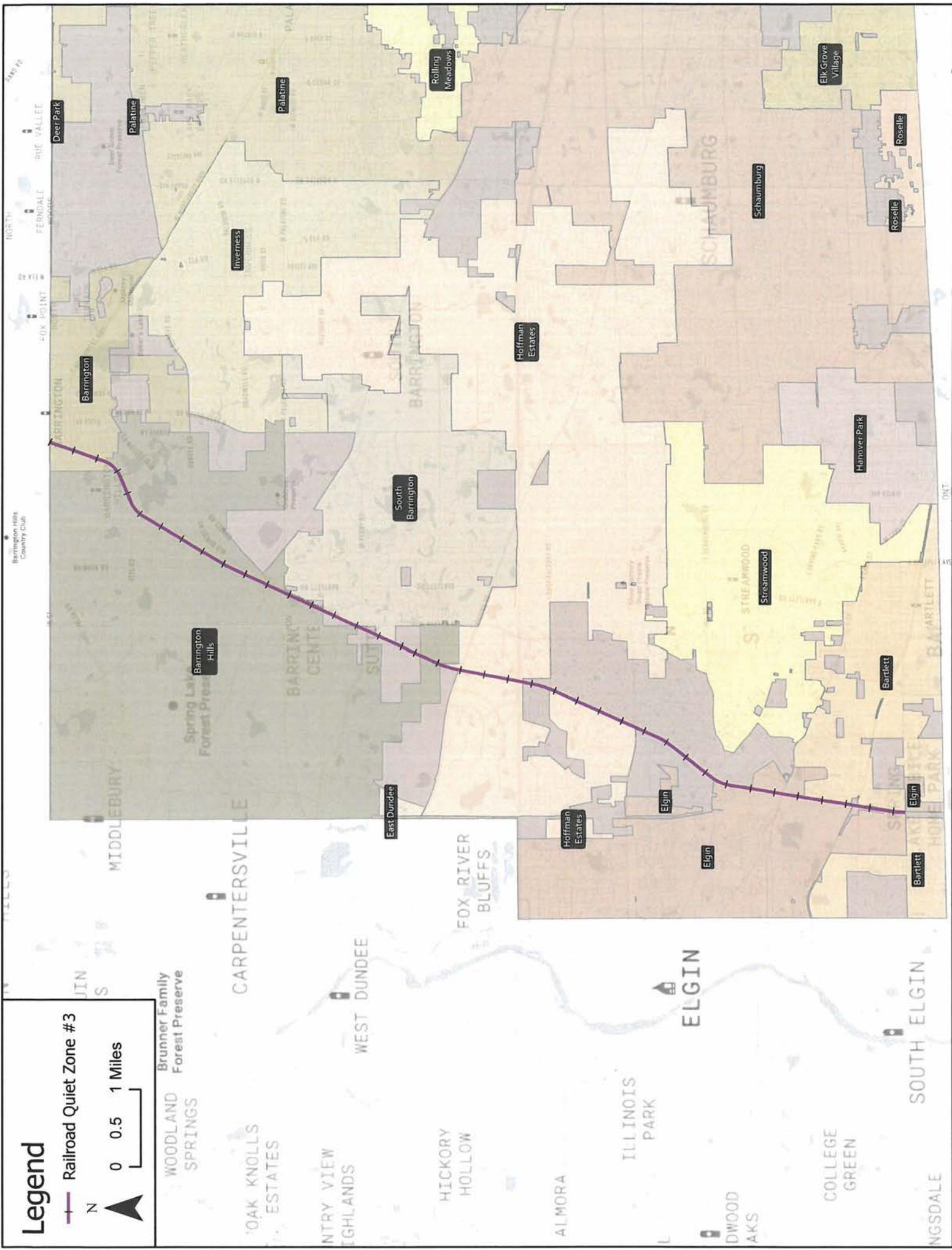


# Legend

— Railroad Quiet Zone #3



0 0.5 1 Miles





March 27, 2020

Mr. David Brown  
Village of Vernon Hills  
490 Greenleaf Drive  
Vernon Hills, IL 60061

Reference: Proposal for Engineering Services  
Three Quiet Zone Corridors - Recertification Assistance  
Cook and Lake Counties, Illinois

Patrick Proposal Number: 2COTR0024

Dear Mr. Brown:

Patrick Engineering Inc. (Patrick) is pleased to present this proposal to the Village of Vernon Hills (Village) to provide engineering services relating to the recertification of the three (3) current quiet zones administrated by Vernon Hills in Cook and Lake Counties along the Wisconsin Central Limited Railway (WCL) Leighton Subdivision in Illinois.

Patrick understands that the Village has been recently contacted by the Federal Railroad Administration (FRA) regarding the status of the three quiet zones the Village administrates and there has been a letter of non-compliance issued. While the Village is the administrator of the quiet zones, the Village will need to work with the Partner Agencies (Elgin, Hoffman Estates, Barrington, Barrington Hills, Lake Zurich, Hawthorn Woods, Mundelein, Libertyville, Mettawa, Lake Bluff, and North Chicago) to recertify these quiet zones. The FRA has given the Village a response letter due date of May 1, 2020 to address the issues of non-compliance. Patrick understands that additional investigation and analysis is required to recertify the current quiet zones, identify issues of non-compliance and provide recommendations to meet the requirements in Title 49 Code of Federal Regulations (CFR) Part 222.

Patrick proposes the following scope of services, budget and schedule to meet the requirements of Title 49 CFR 222 and recertify/reestablish the current three quiet zones.

**Scope of Services**

The following tasks will be performed by Patrick as part of the scope of services:

**Task 1: Kick-off Meeting**

Patrick will meet with the Village via teleconference to Kick-off the Project.

**Task 2: Inventory of Railroad Crossings in Quiet Zones**

1. Within the limits of the three existing quiet zones, there are forty-two (42) crossings along the three corridors. This task shall be to inventory, describe, and map the locations of these crossings. The description of each crossing shall include, but is not limited to, the street name, USDOT crossing ID number, the type of rail service in operation (passenger, freight), physical configuration, current frequency of trains, current warning system and devices in use (gates, flashing lights, bells, constant warning time circuitry, etc.), a photo log, identification of any planned improvements to the at-grade crossing, and the agency or agencies responsible for the maintenance and operation of the roadway and/or the crossing. The data collected as part of this task shall be compared against existing information contained in the FRA Grade Crossing database and any discrepancies shall be identified and reconciled with the operating railroad.

See Attachment A for the listing of corridors and crossings included in the project.

2. Patrick will use the field data to update the Grade Crossing Inventory Forms for the 42 public, private and pedestrian crossings in the corridor.
3. Patrick will use the field data to create a crossing matrix. This matrix will be used to document the existing conditions and note where past improvements were made to qualify the quiet zones. This matrix will be helpful to identify any improvements made since the last affirmation and note potential locations for median installations in the future.
4. The Partner Agencies will provide updated traffic count data to Patrick within 10 days of issued request, and Patrick will use that data to update the traffic data fields on the Grade Crossing Inventory Forms. The updated inventory forms will be submitted as part of the recertification package.

#### Task 3: Analysis of Existing Conditions

1. Patrick shall assess each public grade crossing to determine if each grade crossing continues to meet the requirements of a quiet zone. As part of this task, Patrick shall determine the existing Risk Index (RI), as calculated by the FRA requirements, which includes the use of locomotive horns, and establish the baseline Quiet Zone Risk Index (QZRI), which does not include the use of locomotive horns.
2. As part of this analysis Patrick shall review accident history (as provided by the Village and FRA accident database), confirm as-built data, perform observations of driver behavior, verify line of sight (no sight distance calculations will be performed), assess alignment and profile, and identify signing and other visual impacts of the intersection, within 200 feet of each at-grade crossing to determine the greater improvement. Additionally, factors may include bus routes, non-motorized routes, adjacent land-use, etc.

#### Task 4: Confirm Existing Safety Improvement Measures and Risk Analysis

1. Patrick will identify the safety improvements that qualify for SSM/ASM status along each corridor. Patrick will identify any work to be performed to the existing infrastructure to bring the improvements back into compliance, i.e. short medians, medians under 6" or experiencing wear, batons missing and needing to be replaced, etc.
2. Patrick will complete up to three scenarios for reducing risk per quiet zone corridor in order to determine the preferred scenario for FRA recertification.
3. Patrick will summarize findings in a one to two-page memorandum and a matrix and review the findings with the Village and Partner Agencies via teleconference.

**Task 5: FRA Recertification Packages for Qualifying Quiet Zones**

1. Once the preferred Corridor alternative has been approved by the Village, Patrick will develop and submit a draft recertification package for each quiet zone corridor for review. This package includes a cover letter; affirmation that the corridor continues to conform the requirements of Appendix A of Title 49 CFR 222; up-to-date, and accurate and complete Grade Crossing Inventory forms for the 42 crossings in the corridors.
2. With approval from the Village, Patrick will submit the recertification packages to the Partner Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor. These packages will be sent by the Village on Village letterhead via certified mail, return receipt requested per the FRA's requirements.

**Task 6: FRA Documentation for Any Required Improvements**

1. Patrick will develop one Alternative Supplemental Safety Measure Application (if needed) for submittal to the Partner Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor. These applications will be sent by the Village on Village letterhead via certified mail, return receipt requested per the FRA's requirements.
2. If the quiet zone corridor needs improvements to be made for the quiet zone to be brought into compliance, Patrick will develop one Amended Notice of Establishment per quiet zone corridor for submittal to the Partner Agencies and the stakeholders including FRA, CN, Metra, IDOT, ICC and private landowners with active private crossings in the corridor. These packages will be sent by the Village on Village letterhead via certified mail, return receipt requested per the FRA's requirements.

**Project and Quality Management**

1. Patrick will manage the schedule, deliverables and financial aspects of the project.
2. Patrick will complete quality control and quality assurance on all deliverables.

### **Assumptions**

Patrick assumes the following services are not included as part of the project Scope of Services listed above; however, these services can be provided as additional services or under separate contract:

1. Partner Agencies will provide updated traffic count data such as AADT, Percentage Commercial Vehicles, Average Number of School Bus Crossings per Day, Re-distribution of Traffic, etc. (if needed) in the corridor and applicable Police Accident Reports (Calendar Year: 2015 -2020).
2. Partner Agencies will provide access to enter upon public and private lands as required for Patrick to perform work.
3. The Village will provide payment of all permits, flagging, and review fees required by agencies and railroads having jurisdiction over this project data.
4. Diagnostic meetings are not required as part of the recertification process.
5. Public involvement, council presentations and public hearings are not included.
6. Topographic survey is not required as part of the recertification process. Roadway and median design are not included. If during the implementation phase it is determined that engineering design/contract plans are required by Patrick, this work shall be considered a change in scope of services, and additional or supplemental fees can be negotiated at that time.

### **Schedule**

Upon Notice to Proceed, Patrick will begin the project work. Patrick understands that time is of the essence and that the FRA requires a letter by May 1, 2020 stating the Village's plan to bring each quiet zone back into compliance. Patrick anticipates completing Tasks 1-4 within four weeks from the Notice to Proceed, depending on the schedules of the participating Partner Agencies. It is imperative that the Partner Agencies provide the required traffic data promptly to avoid any delays.

Tasks 5 and 6: To Be Determined based upon coordination with the Village and FRA.

Village of Vernon Hills  
Proposal for Engineering Services  
Three Quiet Zone Corridors - Recertification Assistance  
Proposal #: 2COTR0024  
March 27, 2020  
Page 5

**Budget**

We propose to complete Tasks 1-6 on a lump sum fee as follows:

<b>Task Description</b>	<b>Cost Per Task</b>
Task 1: Kick-off Meeting	\$4,720
Task 2: Inventory of Railroad Crossings in Quiet Zones	\$15,780
Task 3: Analysis of Existing Conditions	\$3,840
Task 4: Confirm Existing Safety Improvement Measures and Risk Analysis	\$5,400
Task 5: FRA Recertification Packages for Qualifying Quiet Zones	\$5,660
Task 6: FRA Documentation for Any Required Improvements	\$7,940
Project Management and QAQC	\$3,960
<b>Total</b>	<b>\$47,300</b>

Additional scope not identified in this proposal but requested by the Village on behalf of the Partner Agencies, will be addressed in a written notification to the Village prior to any expenditure of effort. This will be in accordance with the attached Schedule of Fees and Services. Any changes will not be executed without prior written authorization from the Village.

This proposal may only be modified in writing. If the proposal satisfactory meets the Village and Partner Agencies' requirements for the proposed work, please sign where indicated below and return the signed acceptance to Patrick Engineering Inc. Please sign the attached Client Project Agreement for Professional Services and return a signed copy to Patrick Engineering Inc. This proposal will be open for acceptance within 30 days from the date of this letter, unless changed by Patrick Engineering Inc. in writing.

We appreciate this opportunity to assist the Village and the other Partner Agencies. Please feel free to call me at (630) 795-7200 if you have any questions or need any additional information.

Sincerely,

**PATRICK ENGINEERING INC.**



Karie E. Koehneke, P.E.  
Project Manager

Attachments:  
Attachment A – Three Quiet Zone Corridor List Provided by Client  
Client Project Agreement  
2020 Fee Schedule

Village of Vernon Hills  
Proposal for Engineering Services  
Three Quiet Zone Corridors - Recertification Assistance  
Proposal #: 2COTR0024  
March 27, 2020  
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**ACCEPTANCE**

The contents of this proposal dated March 23, 2020, to perform Engineering Services for the Village of Vernon Hills, is understood and accepted as indicated. This proposal together with the referenced agreement is hereby considered to be an Agreement for Engineering Services for the subject project, and Patrick Engineering Inc. is hereby authorized to proceed with the work described herein.

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

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

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

## David Brown

---

**From:** Blumenberg, Tina (FRA) <tina.blumenberg@dot.gov>  
**Sent:** Monday, February 24, 2020 4:50 PM  
**To:** David Brown  
**Subject:** FW: Send data from MFP07428136 02/20/2020 14:44  
**Attachments:** DOC022020-02202020144416.pdf; Barrington, IL Calculation 17 Xings - Copy.pdf; Barrington, IL Calculation 17 Xings.pdf; Barrington, IL NOE Hough St.pdf; LAKE ZURICH, IL NOE.PDF; Vernon Hills Calculation Notification from NOE.PDF; Vernon Hills Calculation2.pdf; Vernon Hills, NOE2.pdf

Hi David,

Below are the 3 quiet zones we have in our database and the Lat/Long locations. The city and states posted next to each crossing are the cities for the Lat/Long locations, but I also included the location that's listed on our inventory just in case. Our inventory can say "in" or "near" that city, so if you want to go with the most accurate, go with the city that's listed for the Lat/Long locations. You can put those Lat/Long locations in Google maps and it will give you the exact addresses to these crossings. Attached are the NOE's and/or Quiet Zone Risk Calculations that we have on file. Please keep in mind that the EJ&E Railroad is now under WC, which is under CN Railroad. The information below shows what it says in the paperwork you provided (from pdf file DOC022020-02202020144416) vs. what the Actual information I found in the other attached pdf files in our records.

1. **THR-000559 - BARRINGTON (PAPERWORK: BARRINGTON TO BARTLETT) (ACTUAL: BARTLETT TO BARRINGTON)** EJ&E/WC/CN (WESTERN SUB/LEIGHTON SUB) PAPERWORK MP 36.95 TO 49.30 (VS. **ACTUAL MP: 30.92 - 49.79**) (PAPERWORK DATED 2/15/08) 8/17 XINGS (8 ACTIVE) - QZ START DATE: 2/15/2008
2. **THR-000577 - LAKE ZURICH (PAPERWORK: BARRINGTON TO LAKE ZURICH) (ACTUAL: BARRINGTON TO LAKE ZURICH)** EJ&E/WC/CN (LEIGHTON SUB) PAPERWORK MP - 50.10 TO 53.44 (VS. **ACTUAL MP: 50.10 - 53.44**) (PAPERWORK DATED 4/4/08) 5/6 XINGS (5 ACTIVE) - QZ START DATE: 4/4/2008
3. **THR-000432 - VERNON HILLS (PAPERWORK: NORTH CHICAGO TO BARRINGTON) (ACTUAL: LAKE ZURICH TO VERNON HILLS TO NORTH CHICAGO)** EJ&E/WC/CN (WAUKEGAN SUB) PAPERWORK MP - 50.10 TO 69.75 (VS. **ACTUAL MP: 54.73 - 69.75**) (PAPERWORK DATED 12/4/07) 18 XINGS - QZ START DATE: 1/2/2008

### THR-000559 BARRINGTON: ACTUAL MP: 30.92 - 49.79 BARTLETT TO BARRINGTON

- DOT# 260523V, Private, MP 30.92, NO LAT/LONG (Unable to find location) \*CLOSED\*
- DOT# 260528E, No Name, MP 35.21, NO LAT/LONG (Unable to find location) (Inventory: Elgin) \*CLOSED\*
- DOT# 260532U, West Bartlett Road, MP 36.95, LAT/LONG: 41.994114 -88.23678, Bartlett, IL 60103 (Inventory: Elgin)
- DOT# 260530F, Spaulding Road, MP 37.60, LAT/LONG: 42.003041 -88.235181, Bartlett, IL 60103 (Inventory: Elgin)
- DOT# 260531M, Private Road, MP 38, LAT/LONG: 42.0089690 -88.2339890, Bartlett, Chicago North, Elgin, IL 60120 (Inventory: Elgin) \*CLOSED\*
- DOT# 260529L, Lake Street, MP 38.57, LAT/LONG: 42.017338 -88.232071, Elgin, IL 60120 (Inventory: Elgin) \*GRADE SEPARATED\*
- DOT# 260527X, Irving Parks Blvd, MP 39.48, LAT/LONG: 42.030157 -88.228528, Elgin, IL 60120 (Inventory: Elgin) \*GRADE SEPARATED\*
- DOT# 260526R, Golf Road, MP 40.72, LAT/LONG: 42.044991 -88.215267, Elgin, IL 60120 (Inventory: Elgin) \*GRADE SEPARATED\*

- DOT# 260525J, Shoe Factory Road, MP 41.90, LAT/LONG: 42.060800 -88.205740, Hoffman Estates, IL 60192 (Inventory: Hoffman Estates)
- DOT# 260524C, Northwest Tollway, MP 42.33, LAT/LONG: 42.066619 -88.203809, Hoffman Estates, IL 60192 (Inventory: Elgin) \*GRADE SEPARATED\*
- DOT# 260522N, Higgins Road/ILL 72, MP 43.09, LAT/LONG: 42.0776920 -88.2009490, Hoffman Estates, IL 60192 (Inventory: Barrington) \*GRADE SEPARATED\*
- DOT# 260521G, Sutton Road, MP 43.97, LAT/LONG: 42.089160 -88.194720, Barrington, IL 60010 (Inventory: Barrington)
- DOT# 260520A, Penny Road, MP 44.47, LAT/LONG: 42.09594 -88.19048, Barrington, IL 60010 (Inventory: Barrington)
- DOT# 260519F, Klehm Nursery, MP 44.86, LAT/LONG: 42.1004890 -88.1876290, South Barrington, IL 60010 (Inventory: Barrington) \*CLOSED\*
- DOT# 260518Y, Algonquin Rd/ILL64, MP 45.84, LAT/LONG: 42.1142160 -88.1790320, Barrington, IL 60010 (Inventory: Barrington) \*GRADE SEPARATED\*
- DOT# 260517S, Otis Road, MP 47.90, LAT/LONG: 42.139225 -88.15861, Barrington, IL 60010 (Inventory: Barrington)
- DOT# 260516K, Main Street, MP 49.79, LAT/LONG: 42.15422 -88.14342, Barrington, IL 60010 (Inventory: Barrington)

**THR-000577 LAKE ZURICH: ACTUAL MP: 50.10 - 53.44 BARRINGTON TO LAKE ZURICH**

- DOT# 260514W, Northwest Hwy, MP 50.10, LAT/LONG: 42.161660 -88.130830, Barrington, IL 60010 (Inventory: Barrington)
- DOT# 260513P, Lake Zurich Road, MP 50.42, LAT/LONG: 42.164036 -88.12612, Barrington, IL 60010 (Inventory: Barrington)
- DOT# 260511B, Cuba Road, MP 51.56, LAT/LONG: 42.175877 -88.11075, Deer Park, IL 60010 (Inventory: Lake Zurich)
- DOT# 260510U, Ela Road, MP 52.33, LAT/LONG: 42.185135 -88.101685, Lake Zurich, IL 60047 (Inventory: Lake Zurich)
- DOT# 260509A, Rand Road IL 12, MP 52.52, LAT/LONG: 42.186856 -88.099865, Lake Zurich, IL 60047 (Inventory: Lake Zurich) \*GRADE SEPARATED\*
- DOT# 260508T, Old Rand Road, MP 53.27, LAT/LONG: 42.195423 -88.090645, Lake Zurich, IL 60047 (Inventory: Lake Zurich)
- DOT# 260507L, Main Street, MP 53.44, LAT/LONG: 42.197487 -88.088425, Lake Zurich, IL 60047 (Inventory: Lake Zurich)

**THR-000432 VERNON HILLS: ACTUAL MP: 54.73 - 69.75 LAKE ZURICH TO VERNON HILLS TO NORTH CHICAGO**

- DOT# 260794B, Oakwood Drive, MP 54.73, LAT/LONG: 42.211102 -88.071466, Lake Zurich, IL 60047 (Inventory: Lake Zurich)
- DOT# 260503J, Old McHenry Road, MP 55.45, LAT/LONG: 42.219136 -88.063005, Hawthorn Woods, IL 60047 (Inventory: Hawthorn Woods)
- DOT# 260500N, Gilmer Road, MP 56.89, LAT/LONG: 42.234720 -88.045830, Mundelein, IL 60060 (Inventory: Hawthorn Woods)
- DOT# 260496B, IL 60 & 83, MP 59.02, LAT/LONG: 42.242530 -88.006154, Mundelein, IL 60060 (Inventory: Mundelein)
- DOT# 260495U, Diamond Lake Road, MP 59.13, LAT/LONG: 42.242806 -88.004097, Mundelein, IL 60060 (Inventory: Libertyville)
- DOT# 260493F, Butterfield Road, MP 60.42, LAT/LONG: 42.246452 -87.97948, Vernon Hills, IL 60061 (Inventory: Vernon Hills)
- DOT# 260906X, Lakeview Pky, MP 61.70, LAT/LONG: 42.25349 -87.95735, Vernon Hills, IL 60061 (Inventory: Libertyville)

- DOT# 260490K, Milwaukee Avenue, MP 62.20, LAT/LONG: 42.253977 -87.947087, Libertyville, IL 60048 (Inventory: Libertyville)
- DOT# 260489R, St. Marys Road, MP 63.33, LAT/LONG: 42.255703 -87.925064, Libertyville, IL 60048 (Inventory: Mettawa, IL)
- DOT# 260488J, Old School Road E, MP 63.87, LAT/LONG: 42.26196 -87.919525, Libertyville, IL 60048 (Inventory: Mettawa, IL)
- DOT# 260486V, Bradley Road, MP 65.16, LAT/LONG: 42.275303 -87.90535, Lake Forest, IL 60045 (Inventory: Libertyville)
- DOT# 260485N, Arcadia Road, MP 65.62, LAT/LONG: 42.279297 -87.89547, Lake Bluff, IL 60044 (Inventory: Libertyville)
- DOT# 260484G, Park Ave/IL 176, MP 65.75, LAT/LONG: 42.28002 -87.893715, Lake Bluff, IL 60044 (Inventory: Lake Bluff)
- DOT# 260483A, Waukegan Road/ILL 43, MP 66.42, LAT/LONG: 66.42, 42.284695 -87.882126, Lake Bluff, IL 60044 (Inventory: Lake Bluff)
- DOT# 260478D, Buckley Road/ILL 137, MP 69, LAT/LONG: 42.308621 -87.851590, Great Lakes, IL 60088 (Inventory: North Chicago)
- DOT# 260477W, US Navy PVT, MP 69.29, LAT/LONG: 42.312791 -87.851562, North Chicago, IL 60064 (Inventory: North Chicago)
- DOT# 260475H, Morrow Road, MP 69.58 - LAT/LONG: 42.317333 -87.85149, North Chicago, IL 60064 (Inventory: North Chicago)
- DOT# 260473U, Martin L. King Drive, MP 69.75 - LAT/LONG: 42.31939 -87.85062, North Chicago, IL 60064 (Inventory: North Chicago)

I hope this helps.

Thanks,

Tina Blumenberg  
 Crossing & Trespassing Regional Manager  
 Federal Railroad Administration  
 Region IV - Chicago  
 312.353.6203 ext 115

-----Original Message-----

From: David Brown [mailto:daveb@vhills.org]  
 Sent: Thursday, February 20, 2020 1:59 PM  
 To: Blumenberg, Tina (FRA) <tina.blumenberg@dot.gov>  
 Subject: FW: Send data from MFPO7428136 02/20/2020 14:44

Tina-

Thank you for our conversation. These are the 3 QZs that I located in our files. If you could verify that they are consistent with your records.

We are committed to prepare a plan and share this with the FRA. Any help with the content needed in the letter is appreciated.

Thanks again, Dave

-----Original Message-----

From: VHPW Scan <pwscanner@vhills.org>  
 Sent: Thursday, February 20, 2020 2:44 PM

To: David Brown <daveb@vhills.org>  
Subject: Send data from MFP07428136 02/20/2020 14:44

Scanned from MFP07428136

Date: 02/20/2020 14:44  
Pages: 6  
Resolution: 200x200 DPI

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## CLIENT PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement between Patrick Engineering Inc. (PATRICK) and Village of Vernon Hills, 490 Greenleaf Drive, Vernon Hills, IL 60061 (CLIENT) consists of these terms, the proposal (including attachments thereto) identified as 2C0TR0024 and dated March 27, 2020. This Agreement is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

### ARTICLE I: SCOPE OF SERVICES

The Scope of Services to be performed by PATRICK is set forth in the foregoing proposal ("Services"). CLIENT may request, orally or in writing, changes to the Services. In the event PATRICK agrees, in writing, to such changes in the Services, the changes are binding upon CLIENT, and CLIENT agrees to compensate PATRICK for all Services performed at CLIENT's request. PATRICK shall not, however, be liable for failure to perform or execute any changes in Services unless such changes are agreed to in writing by PATRICK. Any services performed by PATRICK at the request of CLIENT shall be governed by the terms of this Agreement.

### ARTICLE II: STANDARD OF CARE

PATRICK shall perform the Services with the care and skill ordinarily exercised by members of PATRICK's profession practicing in the same locality under similar conditions or circumstances.

If, during the one (1) year period following completion or termination of the Services, it is shown that these standards have not been met, and CLIENT has promptly notified PATRICK in writing of such failure, PATRICK shall perform, at its cost, such corrective services as may be necessary within the scope of the Services to remedy such deficiency. THIS REMEDIAL OBLIGATION SHALL CONSTITUTE PATRICK'S SOLE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY WITH RESPECT TO PATRICK'S SERVICES AND THE ACTIVITIES INVOLVED IN THEIR PERFORMANCE, IRRESPECTIVE OF PATRICK'S FAULT, NEGLIGENCE OR LIABILITY WITHOUT FAULT. PATRICK MAKES NO OTHER WARRANTIES OR GUARANTEES, EITHER EXPRESS OR IMPLIED AND THE WARRANTIES PROVIDED IN THIS ARTICLE III SHALL BE EXCLUSIVE OF ANY OTHER WARRANTIES INCLUDING ANY IMPLIED OR STATUTORY WARRANTIES OF FITNESS FOR PURPOSE OR MERCHANTABILITY, AND OTHER STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THIS CLAUSE ARE EXPRESSLY WAIVED.

### ARTICLE III: CONFIDENTIALITY

PATRICK shall maintain as confidential such information obtained from CLIENT or developed as part of the Services as CLIENT expressly designates in writing as confidential. This obligation shall not apply to information which is or comes into the public domain or which PATRICK is required to disclose by any of PATRICK's insurers as it relates to a claim or incident that may generate a possible claim, law or order of a court, administrative agency or other legal authority. Unless otherwise agreed, PATRICK may use and publish CLIENT's name and a general description of the Services in describing PATRICK's experience to other clients or potential clients.

### ARTICLE IV: SITE ACCESS, SUBSURFACE HAZARDS AND SITE DATA

CLIENT shall provide PATRICK with lawful access to the site(s) where the Services are to be performed. CLIENT shall defend PATRICK from any challenge to such right-of-entry and shall indemnify and hold harmless PATRICK from any claims of trespass which may occur. PATRICK will take reasonable measures to minimize damage to the site and disruption of operations thereon, however, CLIENT acknowledges that certain procedures may cause some damage to land or disruption (e.g., without limitation, soil borings), and that PATRICK shall not be liable for such damage or disruption, and the correction of which shall not be PATRICK's responsibility unless otherwise agreed to in writing by the parties. CLIENT shall supply PATRICK with information on the existence and location of underground utilities, structures and other hazards, including hazardous wastes or hazardous substances, at any site where the Services are to be performed. PATRICK shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT and others (including the location of underground utilities and data on subsurface conditions) and will not conduct independent evaluation thereof unless specified in the scope of Services. PATRICK shall not be liable for damage to underground utilities or structures not disclosed in writing or incorrectly disclosed to PATRICK, and CLIENT agrees to defend and



## CLIENT PROJECT AGREEMENT FOR PROFESSIONAL SERVICES

indemnify PATRICK at its sole expense for any claims against PATRICK arising from CLIENT's failure in this regard.

### **ARTICLE V: BILLING, PAYMENTS AND COLLECTION**

Unless otherwise agreed, CLIENT shall pay for the Services in accordance with PATRICK's schedule of Standard Charges in effect at the time the Services are performed. Invoices will be submitted monthly and are due upon receipt. If CLIENT objects to an invoice, CLIENT shall notify PATRICK in writing within fifteen days of receipt of the invoice, give the reasons for the objection, and pay that portion of the invoice not in dispute within thirty days of receipt of the invoice. Any unpaid, undisputed invoice that is thirty days past due shall be assessed a late payment charge of 1.5 percent per month. PATRICK shall have the right to terminate this Agreement upon ten days notice if payment as to any undisputed invoice is sixty days past due. CLIENT agrees to reimburse PATRICK its full costs of collection of any amounts due and unpaid after sixty days, including reasonable attorney's fees, court costs and the reasonable value of PATRICK's time spent on collection of such amounts.

### **ARTICLE VI: INSURANCE AND LIMITATION OF LIABILITY**

PATRICK carries substantial insurance coverage including Workers Compensation, Employer's Liability, Commercial General Liability (including contractual liability), Commercial Automobile Liability and Professional Liability. PATRICK shall name CLIENT as additional insured under the Commercial General Liability and Commercial Automobile Liability policies. A copy of PATRICK'S current insurance coverages and limits is available upon CLIENT's request.

When Services provided by PATRICK result in work to be performed by others under contract to CLIENT, CLIENT shall include in the contract with the party(ies) performing the work the requirement that PATRICK shall be named as Additional Insured on the party(ies) Commercial General Liability Policy and Automobile Liability Policy on a primary and noncontributory basis on Form CG2037 and CG2010.

THE PARTIES HAVE ASSESSED THE RELATIVE RISKS AND BENEFITS WHICH WILL ACCRUE TO EACH IN THE PERFORMANCE OF THE SERVICES AND HAVE AGREED THAT PATRICK'S TOTAL AGGREGATE LIABILITY TO CLIENT (OR ANYONE CLAIMING BY OR THROUGH CLIENT) FOR ANY INJURY TO PERSON OR PROPERTY, CLAIMS, DAMAGES, EXPENSES, COSTS OR LOSSES OF ANY KIND, FROM ANY CAUSE WHATSOEVER REGARDLESS OF LEGAL THEORY, SHALL NOT EXCEED THE TOTAL FEES PAID TO PATRICK UNDER THIS AGREEMENT OR \$25,000, WHICHEVER IS LESS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER IN CONTRACT OR TORT FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSSES FROM INTERRUPTION OF BUSINESS.

### **ARTICLE VII: INDEMNIFICATION**

- (A) To the fullest extent permitted by law, PATRICK shall indemnify and hold CLIENT and its employees, harmless from and against all third party demands, claims, suits, liabilities and costs including reasonable attorneys fees and litigation costs ("Claims") to the extent caused by the negligent acts, errors or omissions, or willful misconduct of PATRICK, its employees, subconsultants and subcontractors except to the extent, if any, that any such Claims results from the negligent acts, errors or omissions, or willful misconduct of CLIENT, its employees or agents.
- (B) To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold PATRICK, its employees, agents, subconsultants and subcontractors harmless from and against all demands, claims, suits, liabilities, fines, penalties, and costs including reasonable attorneys fees and costs of litigation ("Claim") caused by or arising out of (i) any conditions existing on or beneath CLIENT's property at the time of performance of the Services, including, but not limited to, pollution or contamination of property or (ii) the negligent acts, errors or omissions, or willful misconduct of CLIENT, its employees, agents or contractors except to the extent, if any, that any such Claim results from the negligent acts, errors or omissions, or willful misconduct of PATRICK, its employees, agents or subcontractors. The indemnity obligations stated herein shall survive the termination of this Agreement.



It is further intended by the parties to this Agreement that PATRICK's services in connection with the Services shall not subject PATRICK's individual employees, officers or directors to any personal legal exposure for the risks associated with the Services. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the PATRICK, an Illinois corporation, and not against any of the its individual employees, officers or directors.

**ARTICLE VIII: NOTICE OF CLAIMS; COOPERATION**

If CLIENT discovers any facts that might give rise to a claim arising out of the negligent acts, errors or omissions or willful misconduct of PATRICK, its employees, agents or subcontractors, CLIENT shall immediately notify PATRICK of same in writing. PATRICK shall be entitled to contest any such claim with counsel selected by PATRICK or its insurer and shall be entitled to control any litigation relating to such claim. CLIENT shall not settle or compromise any such claim without PATRICK's prior written consent and CLIENT shall cooperate with PATRICK and its insurer in connection with the defense of any such claim.

**ARTICLE IX: WORKSITE SAFETY/PATRICK SITE VISITS**

PATRICK will comply with CLIENT's rules and regulations governing PATRICK's activities on CLIENT's premises to the extent that the same are provided to PATRICK prior to the start of the Services. PATRICK will be responsible only for the on-site activities of its employees. If the Services include site visits, for example, to observe construction activities for general compliance with plans and specifications, the parties agree that PATRICK shall assume no responsibility or authority for supervision or control over any contractor's work or worksite safety, shall have no right to stop the work and shall have no responsibility or authority for the means, methods, techniques, sequencing or procedures of construction.

**ARTICLE X: REUSE OR ALTERATION OF DOCUMENTS**

Documents prepared by PATRICK are instruments of its Services and PATRICK retains all common law, statutory and other reserved rights, including copyright. PATRICK agrees that CLIENT will have the non-exclusive, limited, worldwide, royalty free, non transferable and non-assignable, and non-sublicenseable, right to use the documents on the project identified in the Scope of Services. PATRICK assumes no liability or responsibility if the documents are reused by CLIENT or others on any other project. In the event that others alter the documents without PATRICK's authorization, any and all liability arising out of such alteration is waived as against PATRICK, and CLIENT assumes full responsibility for such changes. Where PATRICK has used due care in the electronic or disk transmission of data, information or documents to CLIENT and its agents, CLIENT shall be responsible for and bear the risk of loss or damages resulting from (i) errors or defects introduced by such transmission; (ii) CLIENT's or its agent's automated conversion or reformatting of the data, information or documents; and (iii) deficiencies, defects or errors in CLIENT's or its agent's software or hardware utilized to receive, transmit, utilize, format or reproduce the data, information or documents.

**ARTICLE XI: DELAYS**

Except for the obligation to pay monies owed, neither CLIENT nor PATRICK shall be liable for any fault or delay caused by any contingency beyond its control including, but not limited to, delay caused by any third party, any additions or modifications to the Services to be performed by PATRICK under the Agreement, weather, acts of God, wars, terrorism, labor disputes, material shortage, delay in obtaining any permits, fires, or demands or requirements of governmental agencies.

**ARTICLE XII: SUCCESSOR, ASSIGNS**

This Agreement shall be binding upon the parties and their respective successors and assigns. Neither party shall assign its interest in this Agreement without the prior written consent of the other.



**CLIENT PROJECT AGREEMENT  
FOR PROFESSIONAL SERVICES**

**ARTICLE XIII: TERMINATION**

This Agreement may be terminated by either party upon written notice to the other. Upon receipt of notice of termination from CLIENT, PATRICK shall immediately cease work and take all reasonable steps to minimize costs relating to termination. CLIENT shall pay for services rendered through the date of receipt of notice of termination, plus any unpaid reimbursable expenses and reasonable costs relating to the termination, including reassignment of staff.

**ARTICLE XIV: SEVERABILITY**

If any term of this Agreement is held to be invalid or unenforceable as a matter of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with legal requirements. The remaining provisions of this Agreement shall remain in full force and effect.

**ARTICLE XV: APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties to this Agreement agree that any litigation under or regarding this Agreement will be brought only in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

**ARTICLE XVI: ENTIRE AGREEMENT**

CLIENT, by the undersigned, acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. The terms and conditions of this Agreement, together with the PATRICK proposal (including attachments thereto) and any applicable Addendum, constitute the entire Agreement between the parties and supersede all prior oral or written representations, understandings and agreements. The parties agree that any purchase orders, work orders, acknowledgments, form agreements or other similar documents delivered to PATRICK by CLIENT shall be null, void and without legal effect to the extent that they conflict with the terms of this Agreement or any Addendum attached hereto. This Agreement may be amended or modified as set forth in Article I or by a written instrument signed by both parties. Each person signing below represents that he or she has full legal authority to bind the parties to the terms and conditions contained in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

**VILLAGE OF VERNON HILLS, ILLINOIS**

**PATRICK ENGINEERING INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Ref:



## 2020 Fee Schedule

PERSONNEL CATEGORY	CHARGES
Staff Engineer 1 / Technical Specialist 1.....	\$100.00/hr.
Staff Engineer 2 / Technical Specialist 2.....	115.00/hr.
Staff Engineer 3 / Technical Specialist 3 / Staff Geologist .....	125.00/hr.
Project Engineer 1 / Technical Specialist 4 / Project Geologist .....	135.00/hr.
Project Engineer 2 / Technical Specialist 5.....	145.00/hr.
Project Engineer 3 / Technical Specialist 6 / Senior Geologist .....	160.00/hr.
Project Engineer 4 / Technical Specialist 7.....	175.00/hr.
Senior Engineer / Senior Technical Consultant .....	195.00/hr.
Staff Surveyor 1 .....	75.00/hr.
Staff Surveyor 2 .....	95.00/hr.
Project Surveyor 1.....	115.00/hr.
Project Surveyor 2.....	135.00/hr.
Survey Manager.....	150.00/hr.
Survey Director .....	180.00/hr.
Project Manager.....	165.00/hr.
Senior Project Manager .....	195.00/hr.
Senior Project Director.....	215.00/hr.
Principal / Engineering Director .....	230.00/hr.

### GEOSPATIAL SOFTWARE DEVELOPMENT PROFESSIONALS & PROJECT CONTROLS SPECIALISTS PROVIDED UNDER SEPARATE FEE ARRANGEMENT

#### TECHNICAL SUPPORT & SERVICES

CAD 1 / Technician 1.....	\$65.00/hr.
CAD 2 / Technician 2.....	75.00/hr.
CAD 3 .....	85.00/hr.
CAD Designer / Technician 3.....	90.00/hr.
CAD Supervisor .....	100.00/hr.
Clerk .....	50.00/hr.
Secretary.....	60.00/hr.
Administrative Assistant.....	70.00/hr.

#### TRANSPORTATION COSTS

Charge for Use of Vehicle.....	\$Current IRS Rate per mile With \$65.00 per day minimum charge
Transportation and Subsistence.....	at cost + 10%
Special Transportation, Per Diem, or Living Expenses Established on a Per Project Basis	

#### REPRODUCTION COSTS

In-house charges for normal / customary material use.....	1% of Total Project Fee
Outside Services (copies, reproducibles, sepias, etc.) .....	at cost + 10%



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**MISCELLANEOUS COSTS**

Filing Fees, Photography, Materials, Analytical	
Laboratory Fees, Equipment Rentals, etc. ....	at cost + 10%
Outside Consultant Services .....	at cost + 10%
Nuclear Density Meter .....	\$75.00/day
Underground Pipeline and Utility Locator.....	\$75.00/day
Global Positioning System (GPS) Survey Grade .....	\$200.00/day
Robotic Total Station (1-man survey crew).....	\$30.00/hour
High Definition Scanner .....	\$1,100.00/day
Outside Contractor Services.....	at cost + 15%
Special Equipment Negotiated on a Per Project Basis	

**Notes:**

1. *Additional fees may apply for project-specific insurance or bonding.*
2. *A project-specific surcharge may be added to all work performed on waste sites, for environmental assessment of property, for special HSE requirements, and for all work performed in Level C PPE or more stringent PPE.*
3. *These unit charges are valid through December 31, 2020.*

## A PROCLAMATION THANKING KRISTINA GABRENYA FOR HER SERVICE TO THE VILLAGE OF BARTLETT

**WHEREAS**, the Village of Bartlett has benefitted from the hard work and commitment of Trustee Kristina Gabrenya during her time on the Village Board; and

**WHEREAS**, Trustee Gabrenya was appointed to the Village Board in May of 2017 to complete the term of her late mother, long-time Village Trustee T.L. Arends and was elected in 2019 to a four-year term; and

**WHEREAS**, Kristina immediately showed her readiness to confront the tough issues and work collaboratively for the betterment of our community; and

**WHEREAS**, her good standing as a Bartlett business owner and active member of the Bartlett Rotary, the Bartlett Area Chamber of Commerce and the Bartlett Lions Club. allowed her to offer unique insight and build strong ties between the Village and its business community and civic organizations; and

**WHEREAS**, Trustee Gabrenya's tenure on the Board may have been short in years, it was long on the new perspective and enthusiasm for the work at hand that she brought to each meeting; and

**WHEREAS**, her steady leadership and guidance helped the Village successfully navigate many economic development and modern-day challenges while keeping it on a positive course for the future;

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby proclaim our many thanks to Trustee Kristina Gabrenya for her service and dedication to our Village and offer her our very best wishes.

Dated this 15th day of September, 2020



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Kevin Wallace, Village President