

VILLAGE OF BARTLETT

COMMITTEE AGENDA

JUNE 15, 2021

BUILDING & ZONING, CHAIRMAN HOPKINS

1. Le P'tit Resto Bar Tapas-Site Plan Amendment/Special Use Permits/Variation
2. The Residences at Bartlett Station-Preliminary/Final PUD and Special Use
3. Amend Title 3: Landlord/Tenant Regulations



Agenda Item Executive Summary

Item Name	Le P'tit Bar Tapas - Site Plan Amendment/Special Use Permits/Variation	Committee or Board	Committee
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BUDGET IMPACT

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

The petitioner is requesting a **site plan amendment** for a tapas bar and lounge to be located in an existing 1,235 square-foot barn building on the Banbury Fair property.

Special use permits are also being requested to allow a restaurant to serve liquor, outdoor seating, live entertainment, and a PUD to allow two principal buildings on one zoning lot.

The petitioner is also requesting a **variation** to reduce the number of required parking spaces from 16 to 4.

The proposed restaurant would be located in the existing barn building on the south side of the property and would have 40 seats located inside with 62 seats located on the existing patio and lawn space.

ATTACHMENTS (PLEASE LIST)

PDS memo, applicant cover letter, application, location map, approved site plan, proposed site plan, floor plan, elevations, and downtown parking map

ACTION REQUESTED

- For Discussion only- To discuss the petitioner's requests and forward to the Zoning Board of Appeals and the Plan Commission for further review and to conduct the required public hearings.
- Resolution
- Ordinance
- Motion

Staff:	Roberta Grill, Planning and Development Services Director
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Date:	5/28/2021
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PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
21-58

DATE: May 28, 2021
TO: Paula Schumacher, Village Administrator
FROM: Roberta B. Grill, Planning & Dev Services Director *RBG*
RE: **(#20-19) Le P'tit Bar Tapas**

PETITIONER

Rakesh Chopra

SUBJECT SITE

211 W Railroad Ave (Banbury Fair Building) and 215 W Railroad Ave (Barn—proposed restaurant)

REQUEST

Site Plan Amendment

Special Uses—for a restaurant to serve liquor, outdoor seating, live entertainment, and a PUD to allow two principal buildings on one zoning lot

Variation—to reduce the required number of parking spaces

SURROUNDING LAND USES

Subject Site	<u>Land Use</u> Commercial	<u>Comprehensive Plan</u> Commercial	<u>Zoning</u> B-1
North	Commuter Parking	Commercial	B-1
South	Residential	Village Center Residential	SR-4
East	Village Parking	Public	P-1
West	Commercial	Commercial	B-1

ZONING HISTORY

This property falls within the original Village of Bartlett corporate limits (1891) and was zoned Business in 1941. As part of the comprehensive rezoning of the village in 1978, the property was zoned B-1 Village Center. The site plan for Banbury Fair, which widened the main driveway and proposed a possible through connection to Hickory Avenue was approved on July 14, 1987. A site plan for an addition adding first floor retail space and 2 additional second floor rooms was approved in 1989. Ordinance #2004-98 approved a site plan for an addition including first floor space as well as a

second-floor apartment and a 17-foot variation for a wraparound porch. Ordinance #2012-41 granted a special use permit for a banquet facility to allow up to 6 outdoor banquets/events per year.

DISCUSSION

1. The petitioner is requesting a **site plan amendment** for a tapas bar and lounge to be located in an existing 1,235 square-foot barn building on the Banbury Fair property.
2. **Special use permits** are also being requested to allow a restaurant to serve liquor, outdoor seating, live entertainment, and a PUD to allow two principal buildings on one zoning lot.
3. An addition is proposed on the west side of the barn that includes bathrooms, expands the kitchen area and provides additional seating. Water and sewer service connections would be extended to the barn for these improvements.
4. The building will be under 2,500 square feet; therefore, a fire sprinkler system is not required. However, a smoke alarm system will be required.
5. The proposed restaurant would have 40 seats located inside with 62 seats located on the existing patio and lawn space.
6. The petitioner is also requesting a **variation** to reduce the number of required parking spaces from 16 to 4. Two on-site spaces will be designated for the apartment above Banbury Fair and an additional on-site space will be ADA compliant. In accordance with the Downtown Bartlett Zoning Overlay, the proposed restaurant would require 8 parking spaces, 3 for the interior seating area and 5 for the exterior seating area. The existing retail store (Banbury Fair) would require 6 parking spaces, with an additional 2 spaces required for the apartment.
7. The adjacent public parking lot to the east of this property contains 25 parking spaces and 58 spaces are available in the commuter lot directly to the north of the site. The commuter parking spaces are free after 11 am.
8. The existing fencing and landscaping would remain or be enhanced to provide screening to the properties to the south.
9. The outdoor dumpster enclosure would be screened by an existing shed structure and gate.
10. The restaurant would operate between the hours of 4:00 PM and 10:00 PM, 7 days a week.

11. Any amplifiers used for outdoor live entertainment must be approved through the amplifier permit process with the village.
12. A maximum of six (6) large outdoor live entertainment events may take place within a calendar year. These events may utilize the entire site including the lawn area east of the restaurant and may or may not use amplification.
13. Fencing for outdoor liquor service would be required.

RECOMMENDATION

The staff recommends forwarding this petition to the Zoning Board of Appeals and the Plan Commission for their review and to conduct the required public hearings.

Background information is attached for your review.

dk/attachments

x:\comdev\mem2021\022_le p'tit tapas_vbc.docx

From: Rakesh Chopra

d^licious Fusion Tapas Lounge

124 Bartlett Plaza, Bartlett, IL 60103

To:

Village President and Board of Trustees

Village of Bartlett,

Bartlett, IL 60103

RECEIVED
PLANNING & DEVELOPMENT

MAY 28 2021

VILLAGE OF
BARTLETT

Subject: Request to build a New Resto, Wine Tapas Lounge "Le P'tit" concept

By remodelling THE BARN at Banbury Fair, Bartlett, IL 60103

Dear Village President and Board of Trustees,

Thank you for taking the time to hear this new proposal regarding our new Eclectic and unique Concept in a historical location of Bartlett. In the past many years of our Restaurant experience, Village of Bartlett has enthusiastically supported many our different restaurant concepts, from Sansaveria to Tipsi Monkey to d^licious Crepes and Roti and now presently in operation d^licious Fusion Tapas Lounge. The new Concept of Le P'tit is an extremely unique concept which we feel would bring folks not only from Bartlett to enjoy, but from the surrounding suburbs as well. The Goal is to be well known and be recognized in the Restaurant magazines with an award-winning venue. This concept will feature the following:

- SHOW CASE MAKING OF SWEET CREPES WITH EUROPEAN LIQUORS DRIZZLED ON TOP, SELF HELPED
- WINES FROM AROUND THE WORLD WITH WINE TASTING STATIONS WITH TAPAS MADE TO ORDER.
- OPEN FROM 4 PM UNTIL 9 OR 10 PM DAILY
- SOFT LIVE JAZZ VENUES, AT LEAST COUPLE TIMES A MONTH
- OPEN AIR GRILLING DURING WARM WEATHER MONTHS, ALL YOU CAN EAT FROM GRILL TO PLATE
- SOFT LIGHTING AND SOFT MUSIC IN BACKGROUND DURING BUSINESS HOURS TO COMPLIMENT THE SETTINGS.

Village staff has reviewed our concept and have been extremely supportive with tremendous enthusiasm. We feel it could be a very popular attraction for Bartlett. Hope to get your approval soon to embark on this new amazing concept.

Thank you again for your time,

Regards

Rakesh Chopra



VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

For Office Use Only
 Case # 2020-19
 RECEIVED
 PLANNING & DEVELOPMENT
 DEC 30 2020
 VILLAGE OF
 BARTLETT

PROJECT NAME Le P'tit RESTO BAR TAPAS

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: RAKESH CHOPRA

Street Address: 211 W. RAILROAD

City, State: BARTLETT, IL. 60103

Zip Code: 60103

Email Address: RAKESH@DLICIOUSINC.COM

Phone Number: 808 364 9708 (cell)

Preferred Method to be contacted: See Dropdown

PROPERTY OWNER INFORMATION

Name: BRUCE SUFFERN

Street Address: 211 W RAILROAD AVE

City, State: BARTLETT, IL

Zip Code: 60103

Phone Number: 630-363-8606

OWNER'S SIGNATURE: _____ **Date:** _____
 (OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)

ACTION REQUESTED (Please check all that apply)

- Annexation
 - PUD (preliminary)
 - PUD (final)
 - Subdivision (preliminary)
 - Subdivision (final)
 - Site Plan (please describe use: commercial, industrial, square footage): _____
 - Unified Business Center Sign Plan
 - Other (please describe) _____
- Text Amendment
 - Rezoning See Dropdown to See Dropdown
 - Special Use for: TAPAS AND LOUNGE BAR
 - Variation: _____

SIGN PLAN REQUIRED? See Dropdown

(Note: A Unified Business Center Sign Plan is required for four or more individual offices or businesses sharing a common building entrance or private parking lot.)

PROPERTY INFORMATION

Common Address/General Location of Property: 211 W RAILROAD AVE., BARTLETT, IL 601

Property Index Number ("Tax PIN"/"Parcel ID"): _____

Zoning: Existing: See Dropdown
(Refer to Official Zoning Map)

Land Use: Existing: See Dropdown

Proposed: See Dropdown

Proposed: See Dropdown

Comprehensive Plan Designation for this Property: See Dropdown
(Refer to Future Land Use Map)

Acreage: _____

For PUD's and Subdivisions:

No. of Lots/Units: _____

Minimum Lot: Area _____ Width _____ Depth _____

Average Lot: Area _____ Width _____ Depth _____

APPLICANT'S EXPERTS (If applicable, including name, address, phone and email)

Attorney N/A

Engineer N/A

Other N/A

FINDINGS OF FACT (Standards)

The Village of Bartlett Zoning Ordinance requires that certain findings of fact, or standards, must be met before a special use permit, variation, site plan or planned unit development may be granted. Each application for a hearing before the Plan Commission or Zoning Board of Appeals for a special use, variation, site plan or planned unit development must address the required findings of fact for each particular request. The petitioner should be aware that he or she must present specific testimony at the hearing with regards to the findings. **(On the following pages are the findings of fact, or standards, to be met. Please respond to each standard, in writing, as it relates to the case.)**

****PLEASE FILL OUT THE FOLLOWING FINDINGS OF FACT AS THEY
RELATE TO YOUR PETITION****

Findings of Fact for **Site Plans**: Pages 4-5

Findings of Fact for **Planned Unit Developments**: Pages 6-9

Findings of Fact for **Special Uses**: Page 10

Findings of Fact for **Variations**: Pages 11-12

FINDINGS OF FACT FOR SITE PLANS

Both the Plan Commission and Village Board must decide if the requested Site Plan meets the standards established by the Village of Bartlett Zoning Ordinance.

The Plan Commission shall make findings based upon evidence presented on the following standards: (Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the Plan Commission and Village Board to review.)

1. The proposed use is a permitted use in the district in which the property is located.

WINE BAR & RESTAURANT.

2. The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.

Yes.

PROPERTY HAS BEEN USED COMMERCIALY IN THE PAST.

3. 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.

Yes.

Same as in #2 above

4. The site plan provides for the safe movement of pedestrians within the site.

Yes.
Same as in #2

5. There is 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 and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking or accessways shall be landscaped with a mixture of grass, trees and shrubs. (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements)

Yes. WILL BE ADHERED
"SAFETY RECORD HAS BEEN 100%
IN THE PAST"

6. All outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

Yes - EXISTING FENCING

FINDINGS OF FACT FOR PLANNED UNIT DEVELOPMENTS

Both the Plan Commission and Village Board must decide if the requested Planned Unit Development meets the standards established by the Village of Bartlett Zoning Ordinance.

The Plan Commission shall make findings based upon evidence presented on the following standards: **(Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the Plan Commission and Village Board to review.)**

1. The proposed Planned Unit Development is desirable to provide a mix of uses which are in the interest of public convenience and will contribute to the general welfare of the community.

WE ARE BRINGING A UNIQUE RESTAURANT
CONCEPT IN DOWNTOWN BARTLETT

2. The Planned Unit Development 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.

IT WILL NOT BE DETRIMENTAL TO HEALTH
AND SAFETY, MORALS, OR GENERAL WELFARE OF
PERSONS RESIDING OR WORKING IN THE VICINITY.

3. The Planned Unit Development shall conform to the regulations and conditions specified in the Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

Yes

4. The proposed uses conform to the Comprehensive Plan and the general planning policies of the Village for this parcel.

Yes - BUSINESS DISTRICT

5. Each of the proposed uses is a permitted or special use in the district or districts in which the Planned Unit Development would be located.

Yes

6. The Planned Unit Development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected.

Yes

7. It shall not substantially lessen or impede the suitability for permitted use and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity.

IT WILL NOT

8. Impact donations shall be paid to the Village in accordance with all applicable Village ordinances in effect at the time of approval.

Yes

9. The plans provide adequate utilities, drainage and other necessary facilities.

Yes

10. The plans provide adequate parking and ingress and egress and are so designed as to minimize traffic congestion and hazards in the public streets.

Yes - Applying for VARIATIONS

11. The plans have adequate site area, which area may be greater than the minimum in the district in which the proposed site is located, and other buffering features to protect uses within the development and on surrounding properties.

Yes

12. There is reasonable assurance that, if authorized, the PUD will be completed according to schedule and adequately maintained.

yes

FINDINGS OF FACT FOR SPECIAL USES

Both the Plan Commission and Village Board must decide if the requested Special Use meets the standards established by the Village of Bartlett Zoning Ordinance.

The Plan Commission shall make findings based upon evidence presented on the following standards: (Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the Plan Commission and Village Board to review.)

1. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

BARN - WHICH IS LOCATED AT BANBURY FAIR IS A PERFECT LOCATION FOR A WINE & TAPAS CONCEPT. DELICIOUS PLANS TO ATTRACT CUSTOMERS WHO SEEK THIS KIND OF CONCEPT AT OTHER POSH SUBURBS - NAPERVILLE, SAINT CHARLES, SOUTH BARRINGTON AND MORE... A DEFINITE FEATHER IN THE CAP FOR BARTLETT.

2. That such 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.

NOT AT ALL. AS A MATTER OF FACT PEOPLE WILL BE PROUD TO INTRODUCE THIS TO THEIR FRIENDS & FAMILY MEMBERS.

3. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

Yes. AS DIRECTED BY THE VILLAGE RULES & REGULATIONS

FINDINGS OF FACT FOR VARIATIONS

Both the Zoning Board of Appeals and the Village Board must decide if the requested variation is in harmony with the general purpose and intent of the Zoning Ordinance and if there is a practical difficulty or hardship in carrying out the strict letter of the regulations of the Zoning Ordinance.

The Zoning Board of Appeals shall make findings based upon evidence presented on the following standards: **(Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the ZBA and Village Board to review.)**

1. 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.

DUE TO UNIQUE LOT, WE ARE RETROFITTING THE BUILDING — SO, THE HARSHIP IS EXPERIENCED

2. That conditions upon which the petition for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.

DUE TO THE SHAPE & EXISTANCE OF THE BUILDING IT IS UNIQUE TO THIS SITUATION

3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.

THIS HAS NOTHING TO DO WITH INCREASE OF PROPERTY VALUE

4. That the alleged difficulty or hardship is caused by the provisions of this Title and has not been created by any person presently having an interest in the property.

No.

5. 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.

No.

6. 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.

No.

7. 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.

No

ACKNOWLEDGEMENT

I understand that by signing this form, that the property in question may be visited by village staff and Board/Commission members throughout the petition process and that the petitioner listed above will be the primary contact for all correspondence issued by the village.

I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the above signatures.

Any late, incomplete or non-conforming application submittal will not be processed until ALL materials and fees have been submitted.

SIGNATURE OF PETITIONER: Rakesh Chopra

PRINT NAME: RAKESH CHOPRA

DATE: 12/21/20

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed on an ongoing basis as they are incurred and will be due within thirty days. All reviews of the petition will be discontinued if the expenses have not been paid within that period. Such expenses may include, but are not limited to: attorney's fees, engineer fees, public advertising expenses, and recording fees. Please complete the information below and sign.

NAME OF PERSON TO BE BILLED: RAKESH CHOPRA

ADDRESS: 124 BARTLETT PLAZA
BARTLETT, IL 60103

PHONE NUMBER: 808 364 9708

EMAIL: RAKESH@DLICIOUSINC.COM

SIGNATURE: Rakesh

DATE: 12/20/20 12/21/20



Location Map

Le P'tit Tapas
PINs: 06-34-408-020,
06-34-408-022 & 06-34-408-024

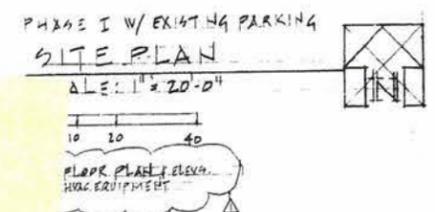
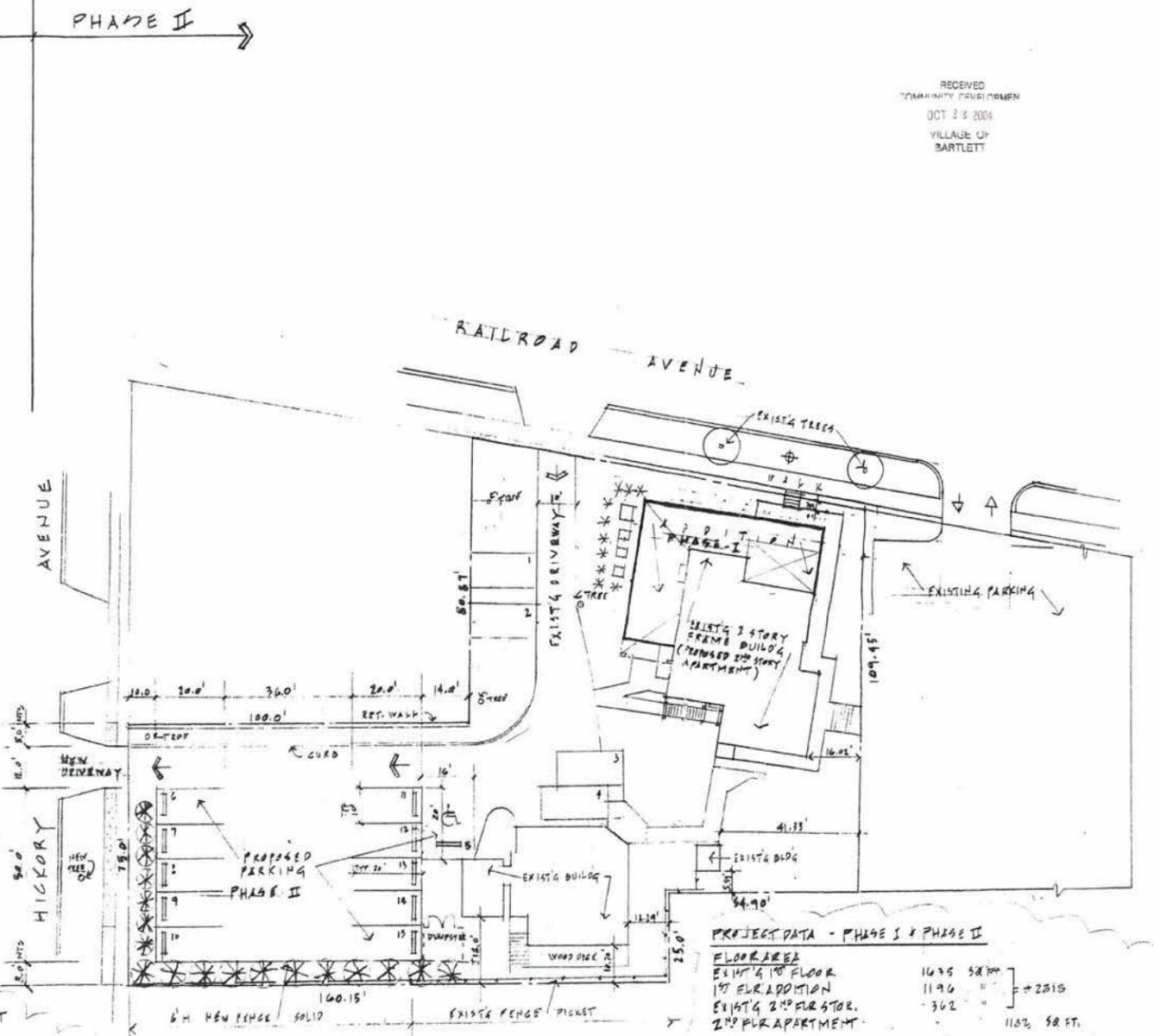
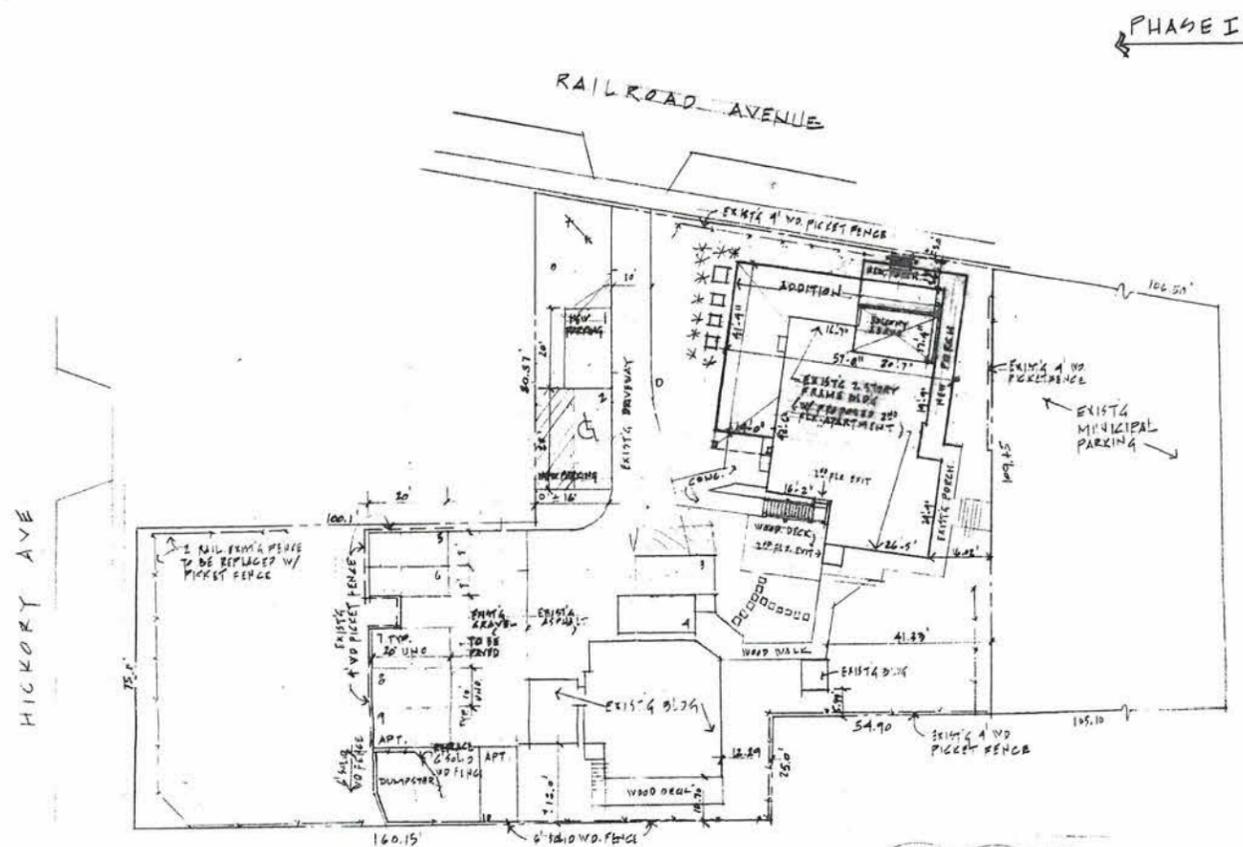
2021



0 40 80 160 Feet

APPROVED SITE PLAN PER ORDINANCE #2004-98

RECEIVED
COMMUNITY DEVELOPMENT
OCT 23 2004
VILLAGE OF
BARTLETT



Site Plan approved per JP

PROJECT DATA: PHASE I

FLOOR AREA
 EXIST'G 1ST FLOOR: 1635 SQ FT
 1ST FLR ADDITION: 1063 "] +2818 + STAIR
 EXIST'G 2ND FLR STOR: 120 "]
 2ND FLR APT: 1182 SQ FT

FLOOR AREA DEDUCTIONS
 TOILET RM: 64 SQ FT
 STAIRWAYS: 81 SQ FT
 COUNTERS: 90 SQ FT (-) 648
 WALL RACKS: 293 SQ FT
 STORAGE: 120 SQ FT

TOTAL SQ FT FOR PARKING CALCULATION = 2170 SQ FT
 PARKING REQ'D 2170 ÷ 200 = 10.85
 PARKING REQ'D APT = 2
 TOTAL PARKING REQ'D = 13. ACTUAL = 10 INCLDG 1 HANDICAPPED

FLOOR AREA RATIO PHASE I = 0.35

TOTAL BLDG AREA = RETAIL 2818 + APT. 1182 + BSMT. 768
 = STORAGE 133 = 4901 SQ. FT

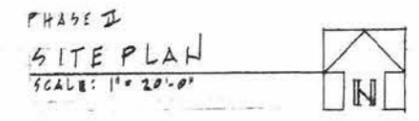
PROJECT DATA - PHASE I & PHASE II

FLOOR AREA
 EXIST'G 1ST FLOOR: 1635 SQ FT
 1ST FLR ADDITION: 1063 "] +2818
 EXIST'G 2ND FLR STOR: 362 "]
 2ND FLR APT: 1182 SQ FT

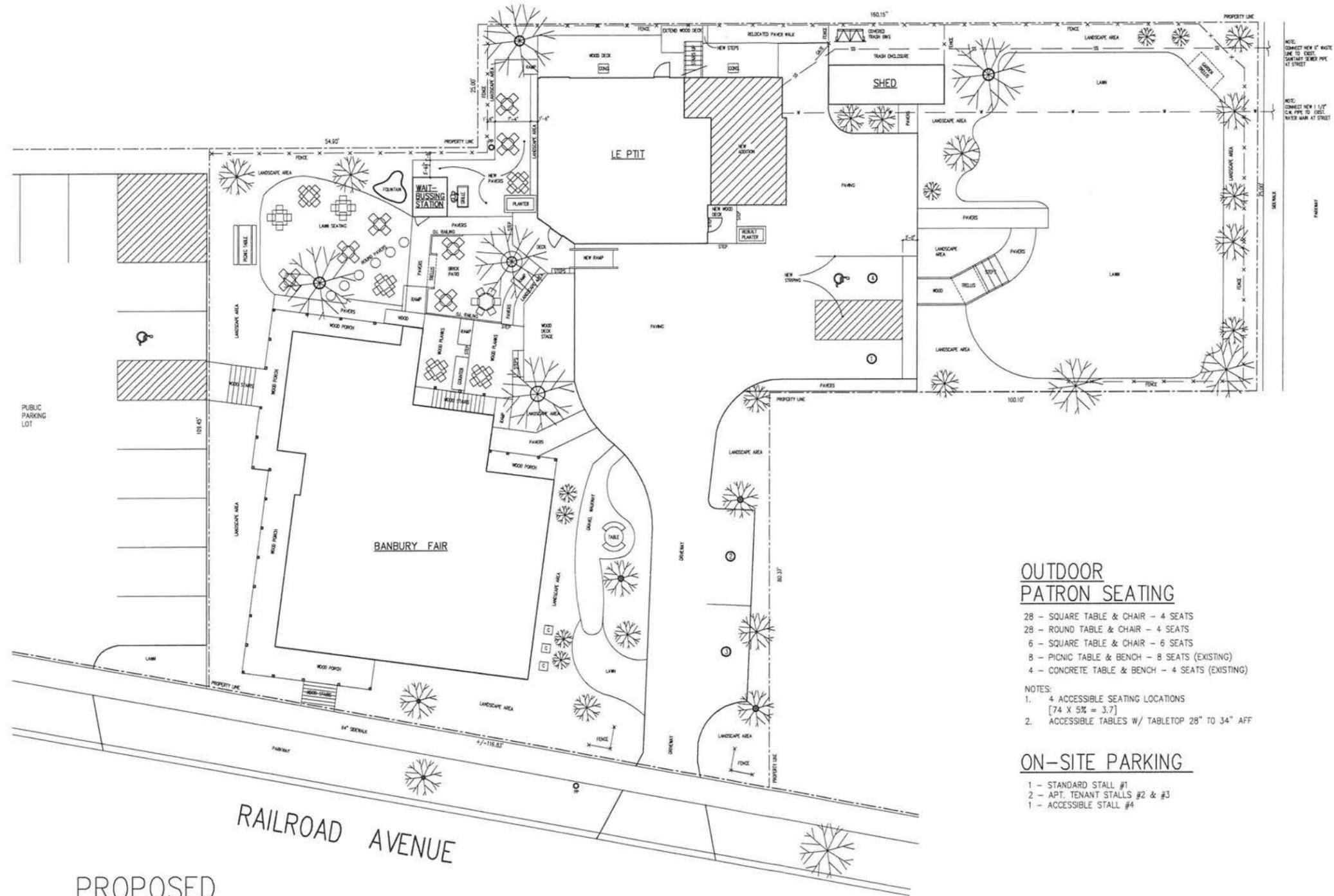
FLOOR AREA DEDUCTIONS
 TOILET RM: 64 SQ FT
 STAIRWAYS: 81 SQ FT
 COUNTERS: 90 SQ FT (-) 648
 WALL RACKS: 293 SQ FT
 STORAGE: 120 SQ FT

TOTAL SQ FT FOR PARKING CALCULATION = 2170
 PARKING REQ'D 2170 ÷ 200 = 10.85
 PARKING REQ'D APT = 2
 TOTAL PARKING REQ'D = 13. ACTUAL PRK'G = 15 INCLDG 1 HANDICAPPED

FLOOR AREA RATIO PHASE I & II = 0.26



REVISED
10/15/04



HICKORY AVENUE

OUTDOOR PATRON SEATING

- 28 - SQUARE TABLE & CHAIR - 4 SEATS
- 28 - ROUND TABLE & CHAIR - 4 SEATS
- 6 - SQUARE TABLE & CHAIR - 6 SEATS
- 8 - PICNIC TABLE & BENCH - 8 SEATS (EXISTING)
- 4 - CONCRETE TABLE & BENCH - 4 SEATS (EXISTING)

- NOTES:
1. 4 ACCESSIBLE SEATING LOCATIONS [74 X 58" = 3.7]
 2. ACCESSIBLE TABLES W/ TABLETOP 28" TO 34" AFF

ON-SITE PARKING

- 1 - STANDARD STALL #1
- 2 - APT. TENANT STALLS #2 & #3
- 1 - ACCESSIBLE STALL #4



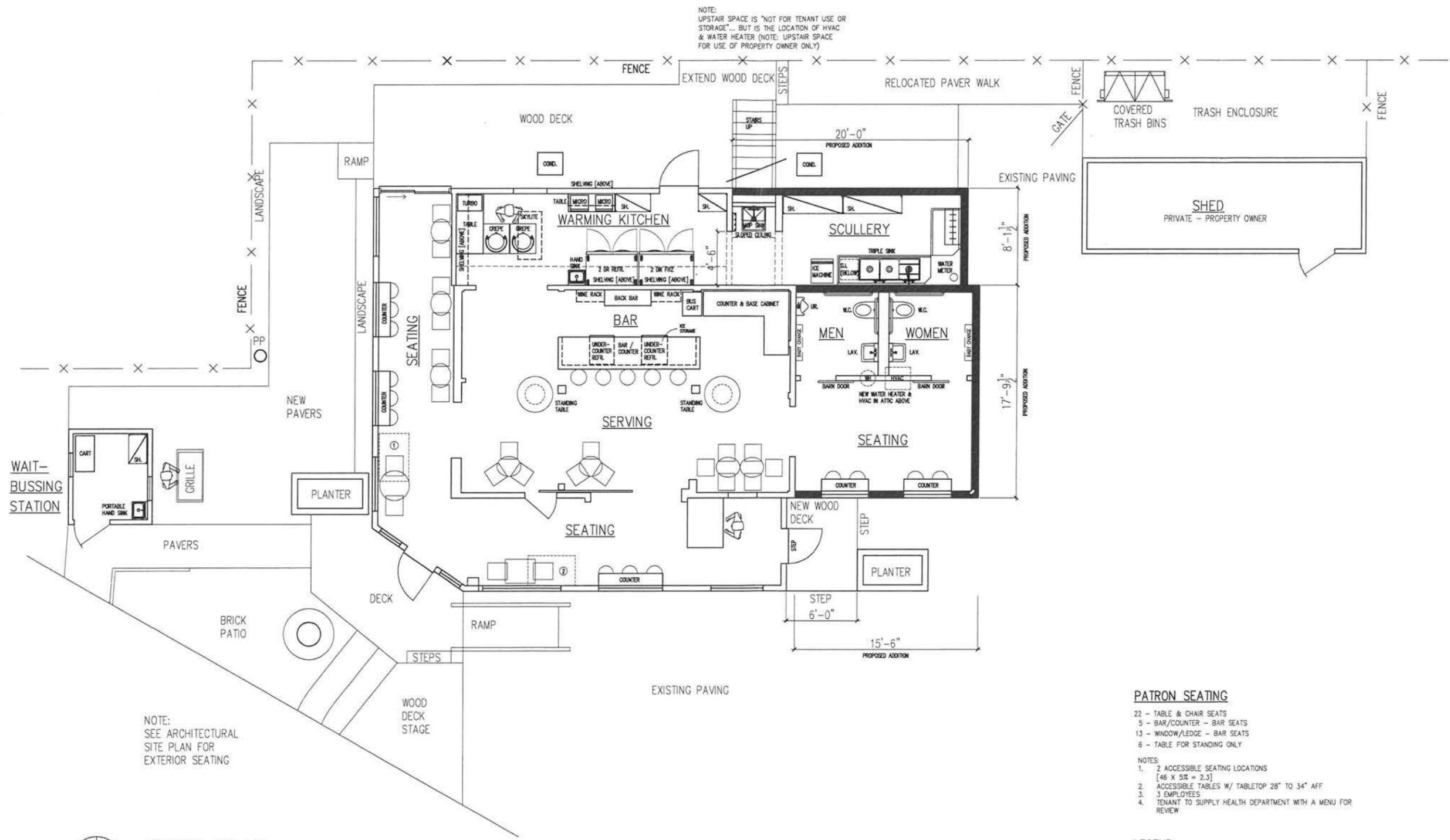
PROPOSED ARCHITECTURAL SITE PLAN
SCALE: 3/32" = 1'-0"

RAILROAD AVENUE

JAKL BRANDEIS ARCHITECTS LTD.
1800 WEST HAWTHORNE LANE
WEST CHICAGO, ILLINOIS 60185
PH. (630) 562-3900 FAX (630) 562-2570

ISSUE	DATE
ZONING SUBMISSION	05-13-21

NEW WINE LOUNGE IN EXISTING BUILDING
LE PTIT RESTO BAR TAPAS
215 W. RAILROAD AVENUE
BARTLETT, ILLINOIS
ARCHITECTURAL SITE PLAN - PROPOSED



NOTE:
UPSTAIR SPACE IS "NOT FOR TENANT USE OR STORAGE"... BUT IS THE LOCATION OF HVAC & WATER HEATER (NOTE: UPSTAIR SPACE FOR USE OF PROPERTY OWNER ONLY)

NOTE:
SEE ARCHITECTURAL SITE PLAN FOR EXTERIOR SEATING



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

PATRON SEATING

- 22 - TABLE & CHAIR SEATS
- 5 - BAR/COUNTER - BAR SEATS
- 13 - WINDOW/LEDGE - BAR SEATS
- 6 - TABLE FOR STANDING ONLY

- NOTES:
1. 2 ACCESSIBLE SEATING LOCATIONS [46 X 58" = 2.3]
 2. ACCESSIBLE TABLES W/ TABLETOP 28" TO 34" AFF
 3. 3 EMPLOYEES
 4. TENANT TO SUPPLY HEALTH DEPARTMENT WITH A MENU FOR REVIEW

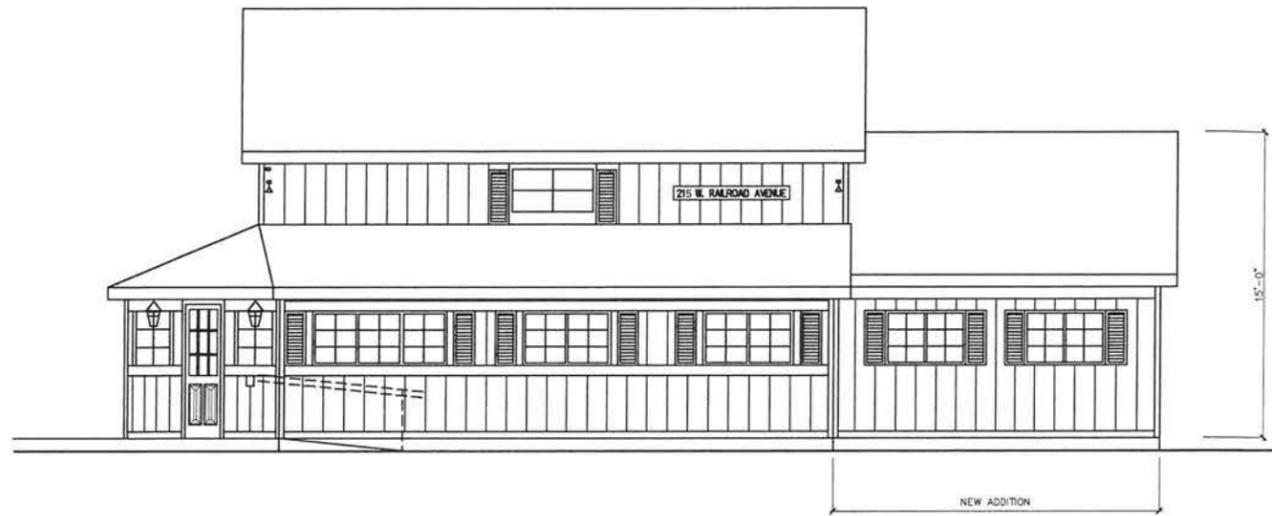
LEGEND

- EXISTING WALLS
- NEW WALLS

JAKL BRANDEIS ARCHITECTS LTD.
1800 WEST HAWTHORNE LANE
WEST CHICAGO, ILLINOIS 60185
PH. (630) 562-3900 FAX (630) 562-2570

ISSUE	DATE
ZONING SUBMISSION	05-13-21

NEW WINE LOUNGE IN EXISTING BUILDING
LE PETIT RESTO BAR TAPAS
215 W. RAILROAD AVENUE
BARTLETT, ILLINOIS
FLOOR PLAN



NORTH ELEVATION

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



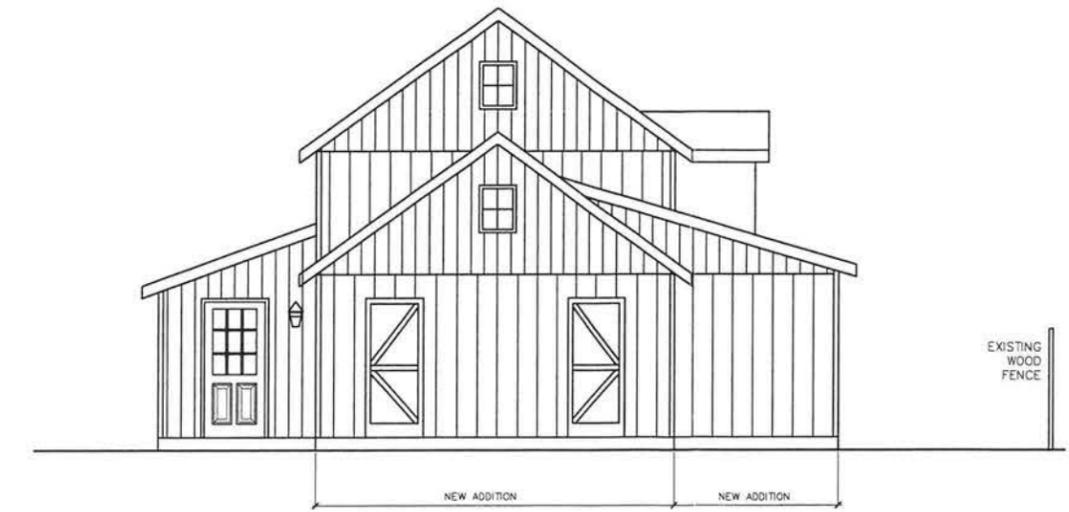
EAST ELEVATION

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



SOUTH ELEVATION

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



WEST ELEVATION

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

NOTE:
NEW ADDITION TO RECEIVE
WOOD SIDING, WOOD TRIM,
WINDOWS AND SHINGLES TO
MATCH EXISTING

Sheet No.

JAKL BRANDEIS ARCHITECTS LTD.
1800 WEST HAWTHORNE LANE
WEST CHICAGO, ILLINOIS 60185
PH. (630) 562-3900 FAX (630) 562-2570

ISSUE	DATE
ZONING SUBMISSION	05-13-21

NEW WINE LOUNGE IN EXISTING BUILDING
LE PETIT RESTO BAR TAPAS
215 W. RAILROAD AVENUE
BARTLETT, ILLINOIS
EXTERIOR ELEVATIONS

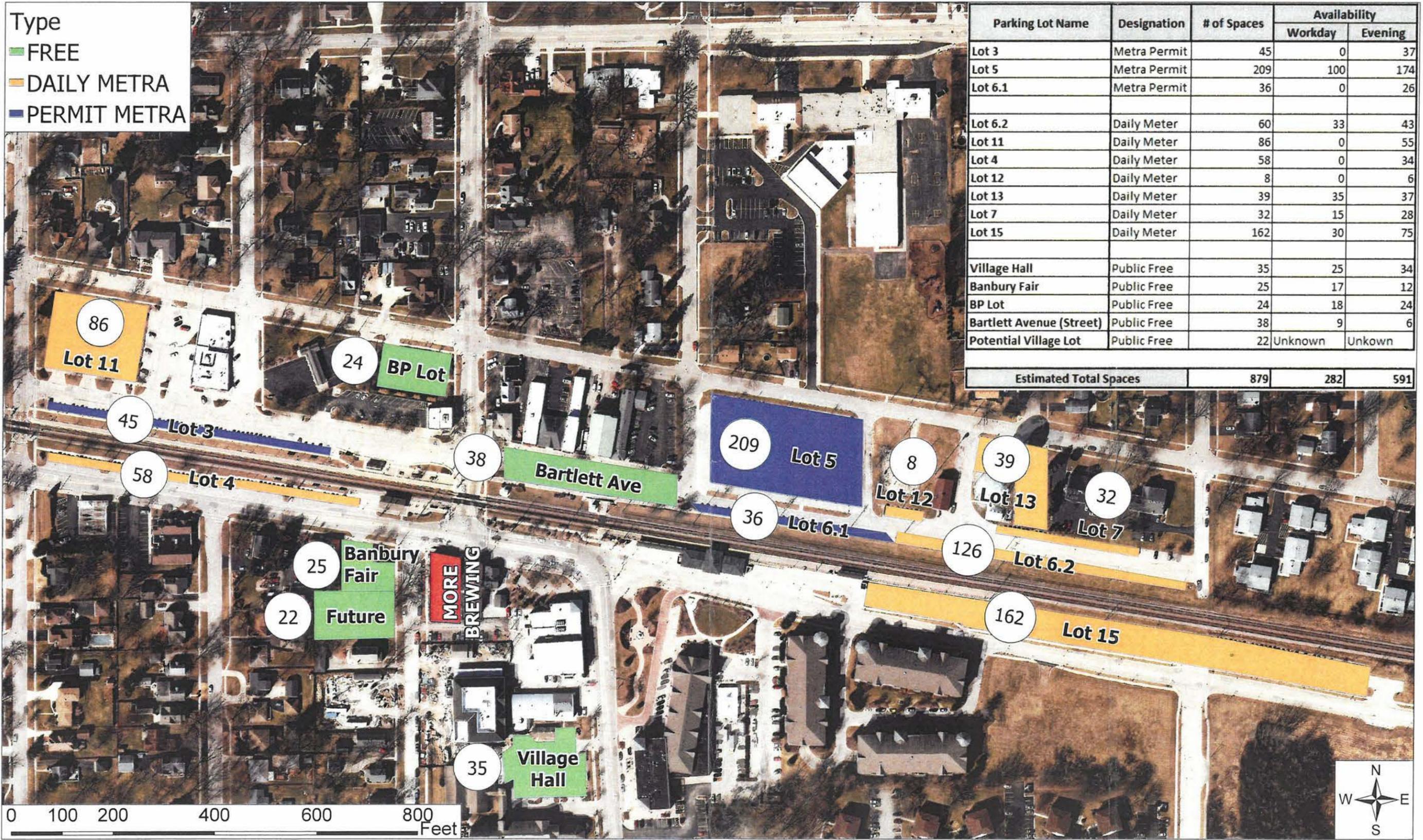
Sheet No.
PR-1
1 of 4

DOWNTOWN PARKING

Type

- FREE
- DAILY METRA
- PERMIT METRA

Parking Lot Name	Designation	# of Spaces	Availability	
			Workday	Evening
Lot 3	Metra Permit	45	0	37
Lot 5	Metra Permit	209	100	174
Lot 6.1	Metra Permit	36	0	26
Lot 6.2	Daily Meter	60	33	43
Lot 11	Daily Meter	86	0	55
Lot 4	Daily Meter	58	0	34
Lot 12	Daily Meter	8	0	6
Lot 13	Daily Meter	39	35	37
Lot 7	Daily Meter	32	15	28
Lot 15	Daily Meter	162	30	75
Village Hall	Public Free	35	25	34
Banbury Fair	Public Free	25	17	12
BP Lot	Public Free	24	18	24
Bartlett Avenue (Street)	Public Free	38	9	6
Potential Village Lot	Public Free	22	Unknown	Unkown
Estimated Total Spaces		879	282	591





Agenda Item Executive Summary

Item Name The Residences at Bartlett Station Committee or Board Committee

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The petitioner is requesting to amend the approved Town Center ordinances with their associated exhibits, the preliminary/final PUD plan and the approved special use, to allow for the construction of a 104 unit apartment complex at the southwest corner of East Railroad and Berteau Avenues. This building would be five (5) stories in height and include a mix of 14 - studios, 48 - 1 bedroom and 42 - 2 bedroom units.

A plat of consolidation, as well as variations from the Downtown Zoning Overlay - Major Design Exceptions are also being requested as part of this development.

ATTACHMENTS (PLEASE LIST)

PDS memo, petitioner letter, application and addendums, justifications for variation requests, location map, proposed plat of consolidation, proposed preliminary/final PUD plan, color rendering, building elevations, floor plans, landscape plan, approved Town Center preliminary/final PUD Plan, Ordinances #2003-123 and #2005-124

ACTION REQUESTED

- For Discussion Only - to review and forward to the Zoning Board of Appeals and the Plan Commission for further review and to conduct the required public hearings.
- Resolution
- Ordinance
- Motion

Staff: Roberta Grill, Planning & Development Services Director Date: 6.7.2021

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM

21-59

DATE: June 7, 2021

TO: Paula Schumacher, Village Administrator

FROM: Roberta Grill, Planning & Development Services Director *RGG*

RE: **(#20-16) The Residences at Bartlett Station**

PETITIONER

Manny Rafidia

SUBJECT SITE

Southwest corner of East Railroad Avenue and South Berteau Avenue
(Development Site E as identified in the TOD Plan)

REQUESTS

- A) Second Amendment to Ordinance #2003-123
- B) Amending the Special Use for a PUD to allow for 104 residential apartments in one building
- C) Amending the approved Preliminary/Final PUD Plan (Residential Site Plan)
- D) Amending the following Exhibits attached to Ordinance #2003-123
 - o Residential Site Plan – Exhibit E-2
 - o Residential Building – First Floor Plan – Exhibit E-4
 - o Residential Building – Garage Floor Plan – Exhibit E-5
 - o Landscape Plan – Exhibit E-6
 - o Building Elevations – Exhibit E-7 (SK-007, 008)
 - o Modifications to Bartlett Zoning and Subdivision and PUD Ordinances - Exhibit E8 #3
- E) First Amendment to Ordinance #2005-124 - to allow for 104 apartment units in one building
- F) Amending the following Exhibits attached to Ordinance #2005-124:
 - o Residential Buildings 3, 4, & 5 First Floor Plan – Exhibit 1
 - o Residential Buildings 3, 4 & 5 Second/Third Floor Plan – Exhibit 2
 - o Residential Buildings 3, 4 & 5 Elevations – Exhibit 3
- G) Plat of Consolidation
- H) Variations from the Downtown Zoning Overlay District (Form Based Code)
 - o 10-9C-3.C.3 – Other Frontage Build-to Zone – Corner Side Yard Setback
 - o 10-9C-3.C.6 – Minimum Rear Setback
 - o 10-9C-3.C.8[7] – Surface Parking & Loading Location – Rear Yard
 - o 10-9C-3.D.1 – Maximum Height

- o 10-9C-4.D – Table C. Prohibited Materials
- o 10-9C-5.D.1 – Table E. Minimum Parking Spaces

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Vacant	Village Center Mixed Use	PD
North	Metra Parking	Metra Soo Line	N/A
South	Apartments	Attached Residential (Medium Density)	SR-6
East	Vacant	Municipal/Institutional	PD
West	Condominiums	Village Center Mixed Use	PD

ZONING HISTORY

This property was part of the original Village of Bartlett corporate limits (1891) and was zoned Industrial in 1941. According to the Bartlett History Museum, U.S. Flexible Tubing Company (later known as Flex-Weld Inc.) built a plant on the property in 1949 to manufacture metal hoses.

Ordinance #1957-8 reclassified the Industrial District to the Restricted Manufacture or Industry District. As part of the comprehensive rezoning of the village in 1978, the property was zoned I-1 Light Industrial District.

The Village purchased the property in 2000 and demolished the building in 2001 as part of the redevelopment of Bartlett's downtown. The property was subject to the 2003 development agreement between the Village and New England Buildings for Bartlett Town Center.

Ordinance #2003-123 rezoned the property to PD, granted special use permits for the mixed-use Town Center PUD, and approved the preliminary/final subdivision/PUD and mixed-use and residential site plans. The original PUD Plan included two mixed-use buildings and five residential condo buildings with 24 units each. *One mixed-use building and two of the residential condos were built in accordance with the original PUD Plan.*

Ordinance #2005-124 amended the approved PUD Plan to modify the floor plans for the three remaining residential condo buildings and increase the number of units within each building from 24 to 27. The increase in units reduced the parking ratio from 1.45 to 1.30 for the remaining 3 condo buildings. *One of the condo buildings was built in accordance with the amended PUD Plan. The two condo buildings that were planned for this site were never constructed and the Village has retained*

ownership of the undeveloped property (commonly known as Site E in the TOD Plan.)

DISCUSSION

1. The petitioner is requesting to amend the above mentioned approved **ordinances, exhibits, the preliminary/final PUD plan and special use**, to allow for the construction of a 104 unit apartment complex at the southwest corner of East Railroad and Berteau Avenues. This building would include a mix of 14 - studios, 48 - 1 bedroom and 42 - 2 bedroom units, with balconies and/or patios provided for a majority of these units. There would be 100 storage lockers located in the underground parking garage; as well as a package room, community space, fitness center, lobby, and office area proposed on the first floor. The building would include a secure entry system at both the north and south entrances.
2. The proposed building would be 5 stories in height with a mean height of 60'1" and constructed primarily with four (4) different color palettes of brick and a renaissance stone base. The roof top mechanicals would be located behind a 3'4" high parapet wall which architecturally provides for varying roof heights on each of the elevations.
3. The proposed density for this development would be 55.6 dwelling units per acre.
4. The proposed preliminary/final PUD plan identifies 73 surface parking spaces and 48 underground/garage spaces for a total of 121 spaces. The Downtown Zoning Overlay District requires 130 parking spaces for this site (or 1.25 spaces/unit). The petitioners are requesting a **variance** to reduce the parking requirement by nine (9) spaces (or to allow 1.16 spaces/unit) as part of the major design exceptions from the Downtown Zoning Overlay District requirements. (For reference, the Town Center was granted a variance for parking as part of their PUD plan approval which allowed for 1.30 spaces/unit).
5. An eight (8') foot wide pedestrian/bike path is included as part of this plan and would be located along the western property line. This path was a recommendation from the TOD Plan which promoted connectivity through this development to the Metra commuter station.
6. A full curb cut is proposed along Berteau Avenue which would also serve as the construction entrance/exit. All construction vehicles would be required to approach the site from Berteau via Devon Avenue. No construction traffic would be permitted along Railroad Avenue.
7. Both indoor and outdoor bike racks would be located on the site as required in the Downtown Zoning Overlay. There would be 37 hanging bike racks located in

the underground garage, with three (3) racks providing spaces for six (6) bikes located along the Railroad Avenue frontage.

8. The overall length of this building form along the Railroad Avenue frontage requires that two benches be placed along this streetscape. The petitioners have included a bench east and west of the north entrance. Two additional benches have been placed along the south property line within a "seating area" located adjacent to the bike path. Several native trees and some of the existing vegetation will also be preserved along the south property line. (The existing trees located on the adjoining apartment complex property to the south will remain.)
9. The petitioner is also requesting a **plat of consolidation** which would combine the four (4) existing PINs and parcels to create one PIN and one zoning lot. A plat of consolidation was also recorded as part of the original Town Center Development.
10. The following major design exceptions, as listed under the requests of this staff report, require **variations** and a recommendation from the Zoning Board of Appeals:
 - A. 10-9C-3.C.3 – Other Frontage Build-to Zone – Corner Side Yard Setback
(7.5 foot minimum setback required – 5 feet provided)
 - B. 10-9C-3.C.6 – Minimum Rear Setback
(7.5 foot minimum setback required – 2'8" provided)
 - C. 10-9C-3.C.8[7] – Surface Parking & Loading Location – Rear Yard
(Rear parking shall not extend beyond the building. Parking extends 2'4" beyond the building.)
 - D. 10-9C-3.D.1 – Maximum Height
(4 stories maximum – 5 stories provided)
 - E. 10-9C-4.D – Table C. Prohibited Materials
(Metal Sheets – aluminum composite ACM or ACP – To allow aluminum composite panels as a minor façade material)
 - F. 10-9C-5.D.1 – Table E. Minimum Parking Spaces
(1.25 parking spaces per unit required – 1.16 parking spaces per unit provided)

The petitioner has provided a separate response to each of the major design exceptions and the justification for each variation request (see attached).

11. Landscape, photometric and engineering plans are currently being reviewed by the staff.

RECOMMENDATION

The Staff recommends forwarding the petition to the Zoning Board of Appeals and the Plan Commission for further review and to conduct the required public hearing.

A copy of the approved Town Center ordinances, the approved preliminary/final PUD plan, the proposed plat of consolidation, proposed preliminary/final PUD plan, justifications for the variation requests from the Downtown Zoning Overlay and additional background information are attached for your review.

Rbg/attachments

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GORDON AND PIKARSKI

CHARTERED
ATTORNEYS AT LAW
SUITE 940
55 WEST MONROE STREET
CHICAGO, ILLINOIS 60603

JOHN J. PIKARSKI, JR.
MAUREEN C. PIKARSKI
THOMAS M. PIKARSKI

DANIEL G. PIKARSKI
KRIS R. MURPHY
WILLIAM T. GROSSI
MORTON A. GORDON (1928-2012)

April 23, 2021

President and Board of Trustees
Village of Bartlett
228 South Main Street
Bartlett, IL 60103

Dear President Wallace and Trustees:

Re: Residences at Bartlett Station

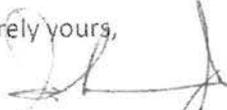
Enclosed you will find the Village of Bartlett Development Application for zoning and other relief to the property that is located at the southwest corner of Berteau Avenue and Railroad Avenue. We are specifically asking to amend Ordinances Nos. 2003-123 and 2003-124 including amending the preliminary/final PUD (residential site plan), exhibits associated with the Amendment of the preliminary/final PUD (residential site plan), exhibits associated with Amendment of the preliminary/final PUD (residential site plan) reducing the parking ratio and approval of a plat of consolidation to allow for 104 apartment units on the property.

More specifically, we are seeking (1) to reduce the number of buildings on the site from two (2) to one (1); (2) to increase the height of the proposed building from four (4) to five (5) stories; (3) to increase the number of dwelling units from 27 to 104; (4) to reduce the per unit parking requirements from 1.25 to 1.17; (5) to create corner side yard setbacks of approximately five (5) feet; and (6) to reduce the rear yard setback adjacent to parking to approximately two (2) feet eight (8) inches.

The housing product that the proposed development will bring to the Village of Bartlett is one that has not been produced for decades yet is much needed. The introduction of luxury rental units adjacent to railroad transportation has been recognized by many mature suburbs. The infusion of vitality into the central core of the Village will enhance already existing development while adding the density needed for the commercial area of the Village.

The proposal will have attributes and finishes of a condominium while being a rental building. The proposal is to include indoor heated parking, bicycle parking, and package delivery space. Fire and sound resistant construction is planned as is a state of the art emergency safety system. The interior finishes will include hardwood flooring and trim, granite countertops, state of the art Energy Star appliances, in suite washers and dryers, ceramic tile bathrooms and kitchens, premium quality carpeting, and a myriad of other attributes.

Sincerely yours,



John J. Pikarski, Jr.

Direct Dial: 312-521-7001

jpikarski@gordonpikarski.com

April 26, 2021

Re: Project Name: Residence at Bartlett Station

THE BUILDING INTERIOR

- Elegant lobby with stone tile flooring, crown molding and distinctive pendant light fixtures
- Contemporary design elements both interior and exterior
- Luxurious carpeted corridors with abundant lighting
- Two computer controlled high speed elevators with designer finishes
- Computerized security/intercom system with closed circuit camera
- Fire and sound-resistant precast concrete plank floors and masonry interior and exterior bearing walls
- High speed data and internet wiring
- State of the art emergency safety systems including:
 - Hard wired smoke detectors
 - High tech fire alarm system with central station alert
 - Carbon monoxide detectors
- Automatic fire sprinkler system throughout the building
- Trash chutes within enclosed rooms on every floor
- Economical centralized hot water system
- Available private storage
- Fitness center with state-of-the-art equipment that allows residents a piece of mind and ease of access within the confines of the building
- Community center, which can be utilized as a gathering space for business or personal use

THE PARKING GARAGE

- Controlled access indoor climate-controlled parking with full sprinkler fire protection
- Elevator lobby and stairway access to every floor
- Available private storage
- Bicycle storage areas

THE BUILDING EXTERIOR

- Richly designed brick and stone façade
- Aluminum composite panel trim, fascias and copings
- Dramatic custom steel framed canopy at the main building entrance

THE APARTMENTS

- A variety of floor plans offering studios, 1 & 2 bedrooms and 1, 1 ½ and 2 bathrooms
- 9'-0" ceilings
- Individually controlled gas forced heating and air conditioning system with programmable thermostat
- Spacious private balconies in select apartments
- Elegant six panel doors

- Decorative wood trim on all swinging doors
- High quality wood windows & patio doors, with maintenance-free exterior aluminum cladding
- Satin nickel door hardware
- Full size washer and dryer hookups
- State-of-the-art television, voice and data communication systems including high speed Internet access

THE KITCHEN

- Granite countertops with full-height designer tile backsplashes
- Under-mount stainless steel sink with pullout spray faucet
- Garbage disposal
- Energy Star appliances with stainless steel finish:
 - Frost-free refrigerator with water and ice dispenser
 - Self-cleaning gas range with convection oven
 - Combination microwave/range exhaust with light
 - Dishwasher with ultra-quiet wash feature
- Engineered hardwood flooring

BATHROOM & POWDER ROOMS

- Designer stone countertops and under-mount sinks
- Available double bowl sinks in select units (per plan)
- White bathtub or enclosed shower with frameless glass door (per plan)
- Designer toilets and fixtures
- Porcelain tile floors and tub/shower surrounds

LIVING ROOMS & DENS

- Engineered hardwood flooring
- Decorative wood trim at the base of all walls
- Ceiling electrical boxes for optional decorative light fixtures or ceiling fans

BEDROOMS

- High quality oak wood flooring
- Decorative wood trim at the base of all walls
- Vinyl-clad wire shelving in closets (per plan)

APR 29 2021



VILLAGE OF BARTLETT
DEVELOPMENT APPLICATION

For Office Use Only
Case # 2020-16
RECEIVED
APR 29 2021
PLANNING & DEVELOPMENT
VILLAGE OF
BARTLETT

PROJECT NAME Residence at Bartlett Station

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Manny Rafidia its Managing Member

Street Address: 134 Bartlett Plaza

City, State: Bartlett, IL

Zip Code: 60103

Email Address: MMAJLLC@GMAIL.COM

Phone Number: (847) 921-9200

Preferred Method to be contacted: Email

PROPERTY OWNER INFORMATION

Name: Village of Bartlett

Street Address: 228 S. Main St.

City, State: Bartlett, IL

Zip Code: 60103

Phone Number: (630) 837-8800

OWNER'S SIGNATURE: _____ **Date:** _____
(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)

ACTION REQUESTED (Please check all that apply)

- Annexion _____ Text Amendment
- PUD (preliminary) _____ Rezoning See Dropdown to See Dropdown
- PUD (final) _____ Special Use for: _____
- Subdivision (preliminary) _____ Variation: _____
- Subdivision (final)
- Site Plan (please describe use: commercial, industrial, square footage): _____
- Unified Business Center Sign Plan
- Other (please describe) Consolidation, Amendment of PUD, Amendment of Ordinance #2003-123 & #2003-124
Amendment to the number of units, the height of building, 1 building vs. 2 & the parking requirement from 1.25 to 1.1 1/2.

Second Amendment to #2005-124
Development Application

SIGN PLAN REQUIRED? Yes

(Note: A Unified Business Center Sign Plan is required for four or more individual offices or businesses sharing a common building entrance or private parking lot.)

PROPERTY INFORMATION

Common Address/General Location of Property: Southwest Corner Railroad Ave & Berteau

Property Index Number ("Tax PIN"/"Parcel ID"): 06-35-315-065, 066, 067 & 068

Zoning: Existing: PD
(Refer to Official Zoning Map)

Land Use: Existing: Residential

Proposed: See Dropdown

Proposed: Residential

Comprehensive Plan Designation for this Property: Village Center Residential
(Refer to Future Land Use Map)

Acreage: 1.855

For PUD's and Subdivisions:

No. of Lots/Units: 4

Minimum Lot: Area 80,792 ft Width _____ Depth _____

Average Lot: Area _____ Width _____ Depth _____

APPLICANT'S EXPERTS (if applicable, including name, address, phone and email)

Attorney John J. Pikarski
55 West Monroe, Suite 940
Chicago, IL 60603 (312) 521-7001

Engineer Arch America
34121 N. US 45, Suite 213
Grayslake, IL 60030 (847) 336-6600

Other Michael Pontarelii (Consultant)
(773) 370-4026

FINDINGS OF FACT FOR PLANNED UNIT DEVELOPMENTS

Both the Plan Commission and Village Board must decide if the requested Planned Unit Development meets the standards established by the Village of Bartlett Zoning Ordinance.

The Plan Commission shall make findings based upon evidence presented on the following standards: **(Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the Plan Commission and Village Board to review.)**

1. The proposed Planned Unit Development is desirable to provide a mix of uses which are in the interest of public convenience and will contribute to the general welfare of the community.

The proposed plan will be compatible with the proposed special use to the proposed amended planned unit development . The modern rental apartment complex will be a convenience for the residents accessing the Metra transportation.

2. The Planned Unit Development 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.

The proposed project will meet the design and standards that will be approved by the Village which will contribute to increasing property values within the area. The building will be equipped with automatic sprinkler system, fire dept. connections within 100 feet of a fire hydrant, fire alarm system, carbon monoxide detection in the garage and apartments and proper ventilation in the parking garage in accordance with the Int'l Mechanical Code.

3. The Planned Unit Development shall conform to the regulations and conditions specified in the Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

The proposed project site is located in a downtown residential subarea that is intended for a mix of residential buildings, including small apartments, larger residential buildings and townhouses and the proposed 104 unit apartment building being proposed would meet this criteria. Ownership shall conform to all stipulations and conditions required by the Village of Bartlett.

4. The proposed uses conform to the Comprehensive Plan and the general planning policies of the Village for this parcel.

The subject site is designated as part of the comprehensive plan - Village center mixed use. Sub area 3 is intended for a mix of residential buildings, including small apartment, larger residential buildings and townhouses. The proposed 104 unit apartment building meets the stated criteria of the Plan.

5. Each of the proposed uses is a permitted or special use in the district or districts in which the Planned Unit Development would be located.

The proposed project site is a use that is intended within the planned unit development. The proposed 104 unit apartment building is comparable to and compatible with the existing residential condominium complexes located adjacent (North and West) to the proposed site.

6. The Planned Unit Development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected.

The proposed project will address the safety of the residents and the public. As Ownership is providing the required life/safety requirements to the apartment building and the exterior site, to ensure the residents and their visitors are in a safe and healthy environment and the Ownership shall maintain all the property in a above standard manner with maintaining all required life/safety testing and monitoring as required by the governmental authorities.

7. It shall not substantially lessen or impede the suitability for permitted use and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity.

The proposed 104 unit apartment building is comparable to and compatible with the adjacent residential condominium complexes located to the North and West of the proposed site. The design elements of the proposed project will meet and/or exceed the standards and requirements issued by the Village and enhance the value of the surrounding area.

8. Impact donations shall be paid to the Village in accordance with all applicable Village ordinances in effect at the time of approval.

Impact donations will be paid to the Village upon approval.

9. The plans provide adequate utilities, drainage and other necessary facilities.

The proposed project will provide for all utilities, drainages and required services and shall be in accordance with the latest editions of the Illinois and Municipal applicable codes for each and shall be inspected/tested/approved by the applicable governmental authority. Please refer to the Civil Plans provided with this proposed project application for detail.

10. The plans provide adequate parking and ingress and egress and are so designed as to minimize traffic congestion and hazards in the public streets.

The proposed project plan is seeking approval for a variation from the required 1.25 stalls per unit to 1.17 stalls per unit. The plan provides for 48 interior parking stalls and 73 exterior parking stalls (a total of 121 parking stalls), which provides adequate parking facilities. The plan provides 2-way parking as to reduce congestion within the parking area on the site and for ingress/egress to Berteau Ave.

11. The plans have adequate site area, which area may be greater than the minimum in the district in which the proposed site is located, and other buffering features to protect uses within the development and on surrounding properties.

The proposed project site area is 1.8+/- acres of which the building footprint is 21,760 sq. ft., the paving/walks/patios are 32,669 sq. ft and the landscape area contains 27,133 sq. ft. utilizing the entire site that provides for adequate site are for the proposed project.

12. There is reasonable assurance that, if authorized, the PUD will be completed according to schedule and adequately maintained.

Ownership provides the assurance to the Village that the proposed project will be completed within the scheduled construction timetable, if not earlier. Ownership will ensure that compliance and expediting is our number one priority and will be maintained with above expected standards.

FINDINGS OF FACT FOR SPECIAL USES

Both the Plan Commission and Village Board must decide if the requested Special Use meets the standards established by the Village of Bartlett Zoning Ordinance.

The Plan Commission shall make findings based upon evidence presented on the following standards: **(Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the Plan Commission and Village Board to review.)**

1. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

The proposed project is in line with the Downtown Overlay residential Subarea 3. This proposed 104 unit apartment building complex will be attractive to many residents that are seeking the convenience of access to transportation and the downtown amenities that the Village of Bartlett offers.

2. That such 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.

The proposed project will meet the design standards of the Village. The proposed project will contribute to the increase of property values within the area and attract residents to the Village. The building will be equipped with all fire/life safety requirements and meet all building code/ordinance regulations that will be maintained in a first-class manner.

3. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

The proposed project site is located in an area that is intended for a mix of residential buildings, including small apartments, larger residential buildings and townhouses. The proposed 104 unit apartment building being proposed would meet this criteria with all code and construction standards of the Village of Bartlett.

ACKNOWLEDGEMENT

I understand that by signing this form, that the property in question may be visited by village staff and Board/Commission members throughout the petition process and that the petitioner listed above will be the primary contact for all correspondence issued by the village.

I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the above signatures.

Any late, incomplete or non-conforming application submittal will not be processed until ALL materials and fees have been submitted.

SIGNATURE OF PETITIONER: 

PRINT NAME: Manny Rafidia

DATE: 04/26/2021

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed on an ongoing basis as they are incurred and will be due within thirty days. All reviews of the petition will be discontinued if the expenses have not been paid within that period. Such expenses may include, but are not limited to: attorney's fees, engineer fees, public advertising expenses, and recording fees. Please complete the information below and sign.

NAME OF PERSON TO BE **BILLED**: Manny Rafidia

ADDRESS: 134 Bartlett Plaza
Bartlett, IL 60103

PHONE NUMBER: (847) 921-9200

EMAIL: MMAJLLC@GMAIL.COM

SIGNATURE: 

DATE: 04/26/2021

Development Application Addendum

Project: Residence at Bartlett Station

Specific Requests:

- 2nd Amendment to Ordinance #2003-123
- Amending the Special Use for a PUD to allow 104 residential apartments in one building
- Amending the following Exhibits attached to Ordinance #2003-123
 - Residential Site Plan – Exhibit E-2
 - Residential Building – First Floor Plan – Exhibit E-4
 - Residential Building – Garage Floor Plan – Exhibit E-5
 - Landscape Plan – Exhibit E-6
 - Building Elevations – Exhibit E-7 (SK-007,008)
 - Modifications to Bartlett Zoning and Subdivision and PUD Ordinances – Exhibit E8 - #3
- Amend the approved Preliminary/Final PUD Plan (Residential Site Plan)
- Amendment to Ordinance #2005-124 to allow 104 apartment units in one building (27 condominiums previously permitted in each of Buildings 4 & 5)
- Amend the following Exhibits attached to Ordinance #2005-124:
 - Residential Buildings 3, 4 & 5 First Floor Plan – Exhibit 1
 - Residential Buildings 3, 4 & 5 Second/Third Floor Plan – Exhibit 2
 - Residential Buildings 3, 4 & 5 Elevations – Exhibit 3
- Reduce the parking ratio from 1.30 (in the underground garages of Buildings 4 & 5) to 1.16 for the entire site (underground garage and surface parking).
- Plat of Consolidation
- Modifications/Major Exceptions from the Form Base Code – Exhibit 4



34121 N. US 45, Suite 213
Grayslake, Illinois 60030

Phone 847-336-6600
Fax 847-336-6601

April 12, 2021

Ms. Roberta Grill
The Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103

Project: **The Residences at Bartlett Station**
279 E. Railroad Avenue, Bartlett, Illinois

Re: **Case No. 2020-16 – Form Based Code – Major Design Exceptions**

Dear Ms. Grill,

Regarding Case No. 2020-16, the petitioner requests the following Major Design Exceptions to the Village of Bartlett Downtown Zoning Overlay (otherwise known as the Form Based Code):

Section 10-9C-3-C.1 Building Height

Ordinance Requirement: 4 stories – Maximum
Proposed: 5 stories

Justification for the Exception:

In order for the project to be financially feasible, the proposed 104 apartment units is required. This number of units can only be accomplished with a 5-story building, with a below-grade indoor parking garage. The proposed building is 5 stories, with a flat roof; with a mean height of 60'-1". The existing development to the west consists of 4-story buildings with sloped roofs, with a mean height to 50'-0". The petitioner does not believe that an additional 10 feet in height is significant enough to create a negative impact on the immediate neighborhood, or on the village as a whole.

Section 10-9C-3-C.3 Other Frontage Build-to Zone – Corner Side Yard Setback

Ordinance Requirement: 7.5 feet – Minimum
Proposed: Varies from approximately 5'-0" to 19'-10"

Justification for the Exception:

The building is situated on an trapezoid-shaped property, which makes laying out the site a challenge. By orienting the building parallel to Railroad Avenue (the primary street frontage), the result is that the east end of the building becomes angled to Berteau Avenue. As proposed, the east side yard setback varies from approximately 5'-0" to 19'-10", with the average setback being approximately 12'-4". Only the far north corner of the building will have a setback of less than 7'-6", for a total length of approximately 19'-0". The petitioner feels that the proposed setback complies with the intent of the Code.

Section 10-9C-3-C.6 **Minimum Rear Yard Setback to Parking**

Ordinance Requirement: 7.5 feet – Minimum
Proposed: 2'-8" – Approximate

Justification for the Exception:

Due to its trapezoid shape, the depth of the lot tapers down approximately 70 feet from west to east. As a result, the space available for parking at the rear of the site becomes limited. For this reason, a small portion of the parking lot will not have a 7'-6" setback from the rear (south) property line. A total of 6 parking stalls will require an exception.

Section 10-9C-3-C.8 [7] **Surface Parking & Loading Location – Rear Yard**

Ordinance Requirement: Rear parking shall not extend beyond the building .
Proposed: The rear parking projects approximately 2'-9" beyond the rear corner of the building.

Justification for the Exception:

The trapezoid shape of the property severely limits the amount of parking that will fit behind the building. In order to maximize the number of off-street parking stalls, it became necessary for 2 of the parking stalls to project past the southeast corner of the building by approximately 2'-9". However, because the east end of the building is angled to the parking, approximately 88% of the building end wall projects (east) past the parking. The petitioner feels that, for all practical purposes, the parking lot design is in compliance with the Code in this respect.

Section 10-9C-4 **Table B. Minor Facade Materials**

Ordinance Requirement: Metal – aluminum composite materials (ACM) not allowed.
Proposed: Allow aluminum composite panels on the building exterior.

Justification for the Exception:

An aluminum composite panel is a strong, durable, and relatively high-end material. It is commonly used on low and mid-rise commercial and residential buildings throughout the country. Composite panels consist of two coated aluminum sheets that are laminated to both sides of a fire-resistant core. Consistent finish quality, and its resistance to dents, scratches, and corrosion make this an outstanding product.

Section 10-9C-5 **Table E. Minimum Parking Spaces**

Ordinance Requirement: 1.25 spaces per residential dwelling unit
Proposed: 1.17 spaces per residential dwelling unit

Justification for the Exception:

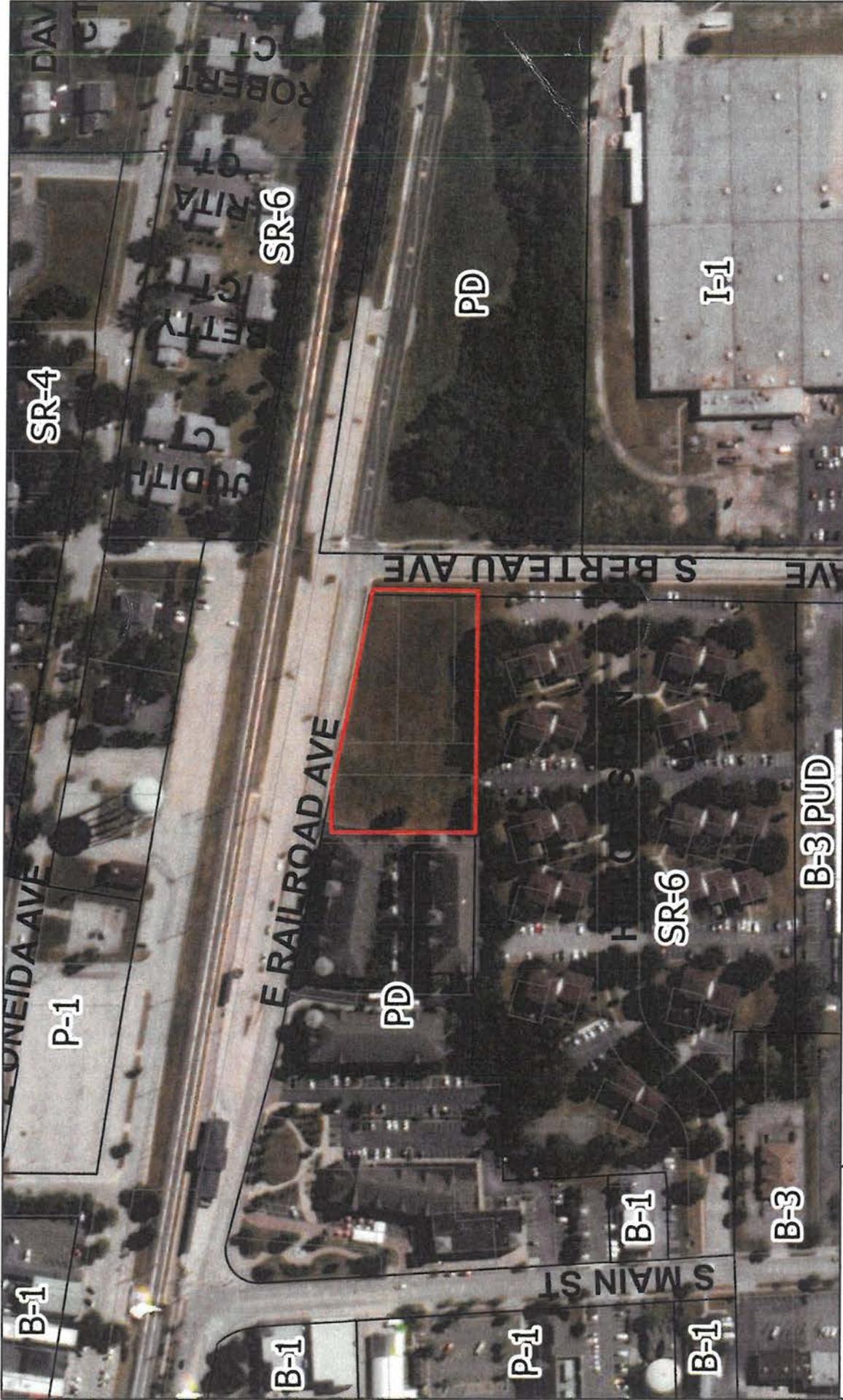
With the commuter train station being located directly across the street from the project site; the petitioner contends that several tenants will not own a car. For this reason, the petitioner feels that an off-street parking reduction of approximately 7% below the ordinance standard is appropriate and acceptable for this project.

If you have any questions, or require additional information, please contact my office.
Thank you.

Respectfully,



Matthew S. Haylock
Project Architect



ZONING/LOCATION MAP

Case #20-16 The Residences at Bartlett Station
 Ordinance Amendments, Amending the Special Use Permit
 Amending Exhibits, Plat of Consolidation and Variations

2021



RESIDENCES AT BARTLETT STATION CONSOLIDATION

of

LOTS 11, 12, 13 AND 14 IN THE BARTLETT TOWN CENTER SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, BOTH IN TOWNSHIP 41 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THAT PART OF LOT 12 IN BARTLETT TOWN CENTER SUBDIVISION PER DOC. NO. 0328310001, BEING DESCRIBED AS FOLLOWS: BEGINNING AT POINT ON THE SOUTHERLY LINE OF EAST RAILROAD AVENUE SAID POINT BEING 20 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID LOT 12; THENCE SOUTHWESTERLY ALONG SAID LINE 14 FEET TO A POINT 13.52 FEET EASTERLY OF THE WEST LINE OF SAID LOT 12; THENCE SOUTHERLY ALONG A STRAIGHT LINE 33.48 FEET TO SAID WEST LINE OF LOT 11; THENCE NORTHERLY ALONG SAID WEST LINE 97.28 FEET, THE NORTHWEST CORNER OF LOT 11; THENCE EASTERLY ALONG SAID SOUTH LINE OF EAST RAILROAD AVENUE TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

GROSS AREA = 81,987 SQ. FT. = 1.875 ACRES
TOTAL NET AREA: 80,790 SQ. FT. = 1.855 ACRES

PROPERTY REF. A SW CORNER OF EAST RAILROAD AVENUE AND SOUTH BERTEAU AVENUE, BARTLETT, IL 60105

COOK COUNTY PERMANENT IDENTIFICATION NUMBERS (PINs)

06-35-315-065-0000,
06-35-315-066-0000
06-35-315-067-0000
06-35-315-068-0000



OWNER'S CERTIFICATE (TRUST)

STATE OF ILLINOIS)
COUNTY OF COOK) SS
THIS IS TO CERTIFY THAT _____ AS TRUSTEE(S) UNDER TRUST AGREEMENT NO. _____ DATED _____ AND NOT PERSONALLY, IS (ARE) THE OWNER(S) OF THE PROPERTY DESCRIBED ON THE SUBJECT PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DOES (DO) HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED, DATED THIS _____ DAY OF _____, 20____.

BY: _____

ATTEST: _____

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
I HEREBY CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE APRESAID INSTRUMENT, ACKNOWLEDGED THAT HE (SHE / THEY) SIGNED AND DELIVERED THE INSTRUMENT AS _____ OF SAID _____ GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

VILLAGE OF BARTLETT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, THIS _____ DAY OF _____, 20____.

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
REVIEWED BY THE PLAN COMMISSION OF THE VILLAGE OF BARTLETT, COOK, DUPAGE, AND KANE COUNTIES, ILLINOIS, THIS _____ DAY OF _____, 20____.

BY: _____
PLAN COMMISSION CHAIRMAN

ATTEST: _____
PLAN COMMISSION SECRETARY

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
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 FORFEITED SPECIAL ASSESSMENTS OR ANY DELINQUENT INSTALLMENTS THEREOF THAT HAVE BEEN APPROPRIATED AGAINST THE TRACT OF LAND INCLUDED ON THE SUBJECT PLAT.

DATED THIS _____ DAY OF _____, 20____.

BY: _____
VILLAGE TREASURER

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
I, _____ VILLAGE ENGINEER OF THE VILLAGE OF BARTLETT, COOK, DUPAGE AND KANE COUNTIES, ILLINOIS, CERTIFY THAT THE LAND IMPROVEMENT FOR THE SUBJECT PLATED AREA AS DESCRIBED IN THE PLANS AND SPECIFICATIONS

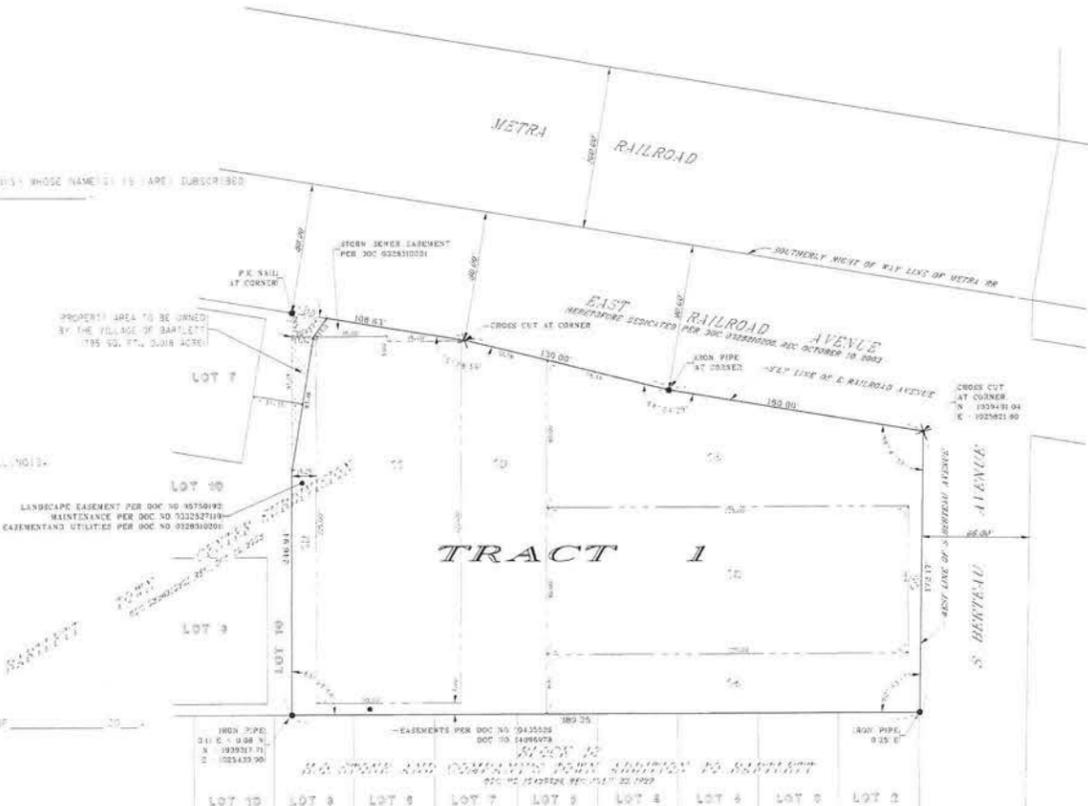
TITLED: _____ DATED: _____

LAST REVISED: _____ PREPARED BY: _____

MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE OF BARTLETT.

DATED THIS _____ DAY OF _____, 20____.

BY: _____
VILLAGE ENGINEER



REFERENCE STATE PLANE COORDINATE SYSTEM NAD 83 (1986)

STATION NAME	NORTHING	EASTING	VERT. ORDER
0150	1940809	1007589	SECOND CLASS I
BOT RESE*	1940247	1021683	SECOND CLASS I

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
THIS IS TO CERTIFY THAT I, MANUEL E. PALMA, AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNERS THEREOF THAT PART OF THE SOUTHWEST QUARTER(S) OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

LOTS 11, 12, 13 AND 14 IN THE BARTLETT TOWN CENTER SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, BOTH IN TOWNSHIP 41 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THAT PART OF LOT 12 IN BARTLETT TOWN CENTER SUBDIVISION PER DOC. NO. 0328310001, BEING DESCRIBED AS FOLLOWS: BEGINNING AT POINT ON THE SOUTHERLY LINE OF EAST RAILROAD AVENUE SAID POINT BEING 20 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID LOT 12; THENCE SOUTHWESTERLY ALONG SAID LINE 14 FEET TO A POINT 13.52 FEET EASTERLY OF THE WEST LINE OF SAID LOT 12; THENCE SOUTHERLY ALONG A STRAIGHT LINE 33.48 FEET TO SAID WEST LINE OF LOT 11; THENCE NORTHERLY ALONG SAID WEST LINE 97.28 FEET THE NORTHWEST CORNER OF LOT 11; THENCE EASTERLY ALONG SAID SOUTH LINE OF EAST RAILROAD AVENUE TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

GROSS AREA = 81,987 SQ. FT. = 1.875 ACRES
TOTAL NET AREA: 80,790 SQ. FT. = 1.855 ACRES

I FURTHER CERTIFY THAT STAKES HAVE BEEN SET AT ALL LOT CORNERS, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED, AND THAT THE PLAT HEREBY DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION. DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

THIS PROPERTY IS IN AN AREA OF MINIMAL FLOOD HAZARD (ZONE X) AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF DUPAGE COUNTY, ILLINOIS AND INCORPORATED AREAS, MAP NO. 1501030001, DATED 8/19/2008, MAP NOT PRINTED.

DATED AT BROOKHAVEN, ILLINOIS, THIS 22ND DAY OF FEBRUARY, A.D. 2021.

ILLINOIS LAND SURVEYOR NO. 1735
EXPIRES NOVEMBER 30, 2022

MANUEL E. PALMA
LAND SURVEYOR
234 BROOKHAVEN DRIVE
EVA GROVE, IL 60027
(773) 234-8758

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS
I, _____ COUNTY CLERK OF _____ COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE SUBJECT PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE SUBJECT PLAT.

GIVEN UNDER MY HAND AND SEAL, AT _____ COUNTY, ILLINOIS THIS _____ DAY OF _____, 20____.

RECORDER'S CERTIFICATE

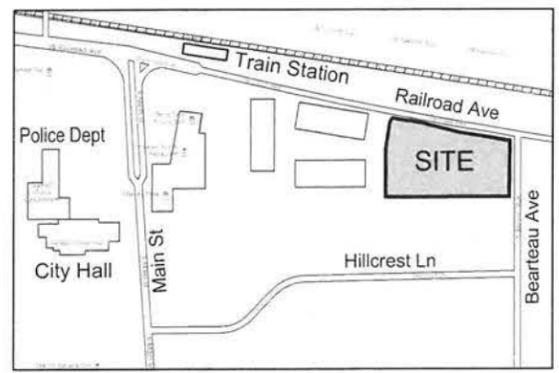
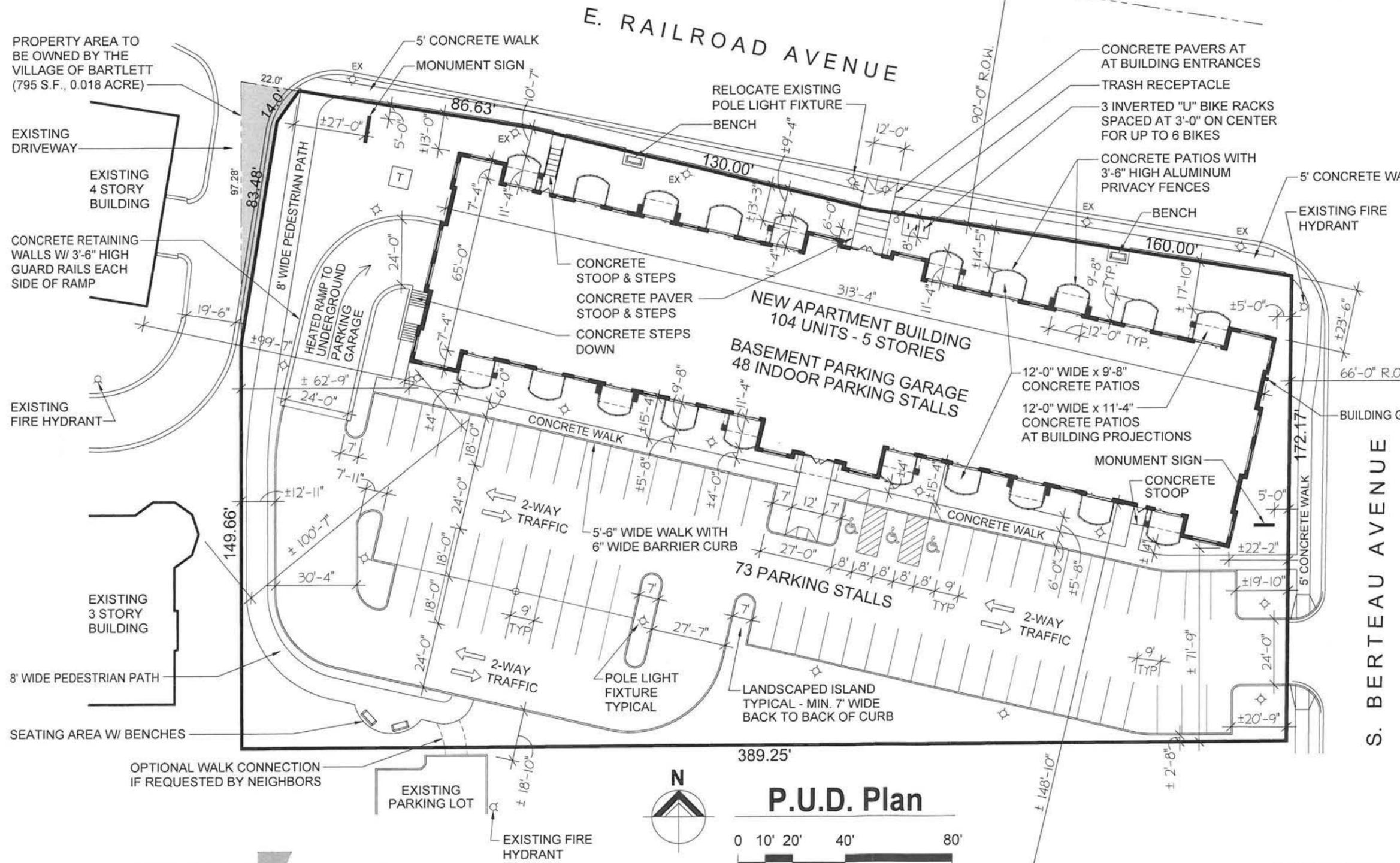
STATE OF ILLINOIS)
COUNTY OF COOK) SS
THIS INSTRUMENT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF _____ COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20____ AT _____ PM, AND RECORDED IN MAP BOOK _____, PAGE _____, AS DOCUMENT NO. _____.

BY: _____
COUNTY RECORDER

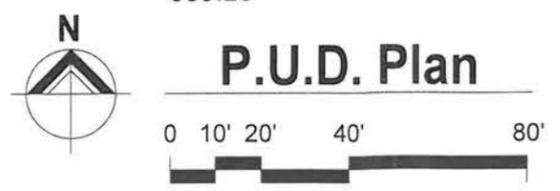


Project Data

BUILDING FOOTPRINT	21,760 S.F.	26.9 %
PAVING, WALKS, PATIOS	42,301 S.F.	52.4 %
LANDSCAPED AREA	16,731 S.F.	20.7 %
SITE AREA	80,792 S.F.	
PRIMARY FRONTAGE LENGTH	378'-8"	
PRIMARY FRONTAGE COVERAGE	313'-4"	82.8%
MEAN BUILDING HEIGHT	60'-1"	5 STORIES
AVERAGE GRADE TO TOP OF MAIN PARAPET		
RESIDENTIAL APARTMENTS		
STUDIO	14 UNITS	
1 BEDROOM	48 UNITS	
2 BEDROOMS	42 UNITS	
TOTAL	104 UNITS	
MOTOR VEHICLE PARKING		
INTERIOR PARKING	48 STALLS	
EXTERIOR PARKING	73 STALLS	
TOTAL	121 STALLS	
PARKING RATIO	1.16 STALLS / UNIT	
BICYCLE RACKS		
INTERIOR	37 RACKS	
EXTERIOR	6 RACKS	
TOTAL	43 RACKS	



Area Map



ARCHAMERICA
 34121 N. US 45, Suite 213
 Grayslake, Illinois 60031
 Phone 847-336-6600
 Fax 847-336-6601

PROPOSED APARTMENT BUILDING AT THE
Residences at Bartlett Station
 279 E. RAILROAD AVENUE BARTLETT, ILLINOIS

JUNE 4, 2021
 Archamerica Job No. 19115



- TYPICAL EXTERIOR MATERIALS:**
- PRE-FINISHED ALUMINUM COPINGS - SILVER COLOR
 - UTILITY FACE BRICK - LIGHT TAN COLOR
 - ALUMINUM COMPOSITE PANEL BALCONY ROOFS - SILVER COLOR
 - ALUMINUM COMPOSITE PANEL COLUMN ENCLOSURES - PEWTER COLOR
 - LIMESTONE WINDOW & TRIM
 - UTILITY FACE BRICK - MEDIUM BROWN COLOR
 - UTILITY FACE BRICK - LIGHT GRAY

- ALUMINUM COMPOSITE PANEL ENTRY ROOF & VERTICAL WINDOW DIVIDER - PEWTER COLOR
- ALUMINUM STOREFRONT - CLEAR ANODIZED
- EMERGENCY EXIT
- ALUMINUM COMPOSITE PANELS - SILVER COLOR
- ALUMINUM CLAD WINDOWS & PATIO DOORS - MEDIUM GRAY COLOR
- ALUMINUM GUARD RAILS - PEWTER COLOR
- PRECAST CONCRETE BALCONIES - PAINTED LIGHT TAN
- UTILITY FACE BRICK - DARK BROWN COLOR
- RENAISSANCE STONE BASE - NUTMEG COLOR

ARCHAMERICA
 34121 N. US 45, Suite 213
 Grayslake, Illinois 60030
 Phone 847-336-6600
 Fax 847-336-6601

South Elevation
 0 5' 10' 20' 40'

PROPOSED APARTMENT BUILDING AT THE
Residences at Bartlett Station
 279 E. RAILROAD AVENUE BARTLETT, ILLINOIS

JUNE 4, 2021
 ArchAmerica Job No. 19115



- TYPICAL EXTERIOR MATERIALS:
- PRE-FINISHED ALUMINUM COPINGS - SILVER COLOR
 - UTILITY FACE BRICK - LIGHT TAN COLOR
 - ALUMINUM COMPOSITE PANEL BALCONY ROOFS - SILVER COLOR
 - ALUMINUM COMPOSITE PANEL COLUMN ENCLOSURES - PEWTER COLOR
 - RENAISSANCE STONE TRIM - WHITE COLOR
 - UTILITY FACE BRICK - MEDIUM BROWN COLOR
 - UTILITY FACE BRICK - LIGHT GRAY

ROOFTOP AIR CONDITIONING CONDENSERS BEYOND
 TOP OF ROOF BEYOND 3'-4" HIGH MAIN PARAPET

Roof Clg
 10'-0"
 5th
 10'-0"
 4th
 10'-0"
 3rd
 10'-0"
 2nd
 12'-0"
 1st
 6'

68'-8" ABOVE GRADE

2'-6" SLOPE
 59'-2" GRADE TO TOP OF PARAPET

FACADE TRANSPARENCY

SOLID WALL SURFACE	9,052 S.F.	57.9%
WINDOW & GLASS DOOR OPENINGS	6,588 S.F.	42.1%
TOTAL	15,640 S.F.	100%

NOTE:
 CALCULATIONS TAKEN FROM TOP OF 1st FINISHED FLOOR UP TO UNDERSIDE OF 5th FLOOR CEILING

- ALUMINUM COMPOSITE PANEL ENTRY ROOF & WINDOW VERTICAL DIVIDER - PEWTER COLOR
- ALUMINUM STOREFRONT - CLEAR ANODIZED

- EMERGENCY EXIT
- ALUMINUM COMPOSITE PANELS - SILVER COLOR
- ALUMINUM CLAD WINDOWS & PATIO DOORS MEDIUM GRAY COLOR
- ALUMINUM GUARD RAILS - PEWTER COLOR
- PRECAST CONCRETE BALCONIES - PAINTED LIGHT TAN
- UTILITY FACE BRICK - DARK BROWN COLOR
- RENAISSANCE STONE BASE - NUTMEG COLOR



34121 N. US 45, Suite 213
 Grayslake, Illinois 60030
 Phone 847-336-6600
 Fax 847-336-6601

North Elevation



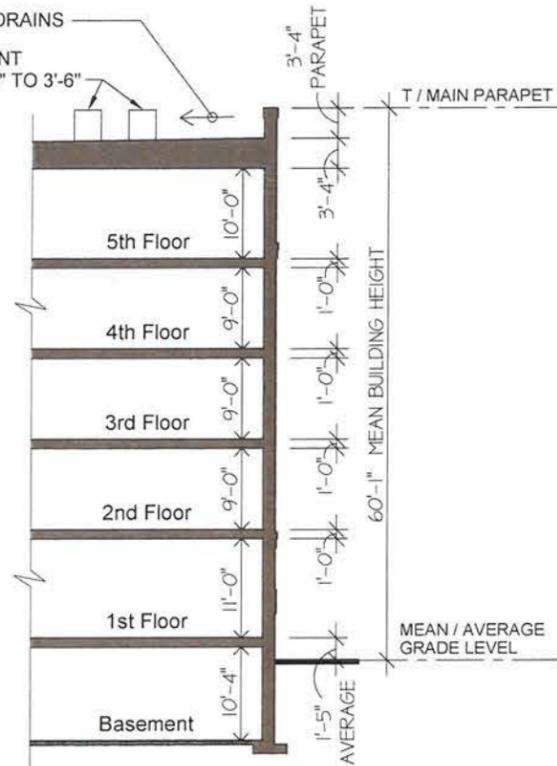
PROPOSED APARTMENT BUILDING AT THE Residences at Bartlett Station

279 E. RAILROAD AVENUE BARTLETT, ILLINOIS

JUNE 4, 2021
 Archamerica Job No. 19115

ROOF SLOPES 8" DOWN TO DRAINS

ROOFTOP H.V.A.C. EQUIPMENT
VARIES IN HEIGHT FROM 3'-0" TO 3'-6"



Building Section

NOT TO SCALE



East Elevation

FACADE TRANSPARENCY

SOLID WALL SURFACE	3,564 S.F.	76.8%
WINDOW OPENINGS	928 S.F.	23.2%
TOTAL	3,984 S.F.	100%

NOTE:
CALCULATIONS TAKEN FROM TOP OF 1st FINISHED FLOOR UP TO UNDERSIDE OF 5th FLOOR CEILING



West Elevation



PROPOSED APARTMENT BUILDING AT THE Residences at Bartlett Station

279 E. RAILROAD AVENUE BARTLETT, ILLINOIS



34121 N. US 45, Suite 213
Grayslake, Illinois 60030

Phone 847-336-6600
Fax 847-336-6601

JUNE 4, 2021
Archamerica Job No. 19115



34121 N. US 45, Suite 213
Grayslake, Illinois 60030

Phone 847-336-6600
Fax 847-336-6601

Elevation Details



PROPOSED APARTMENT BUILDING AT THE
Residences at Bartlett Station

279 E. RAILROAD AVENUE BARTLETT, ILLINOIS

JUNE 4, 2021
Archamerica Job No. 19115

Building Requirements

The building shall be equipped with the following:

1. Automatic sprinkler system in accordance with NFPA 13
2. Fire department connection within 100 feet of a fire hydrant
3. Main fire alarm panel in the sprinkler room, with an annunciator panel in the south vestibule
4. 2 fire department Knox boxes
5. Fire alarm system
6. Carbon monoxide detection in the garage and apartments
7. Ventilation in the parking garage in accordance with the International Mechanical Code

Building Data

BASEMENT	48 PARKING STALLS	21,780 S.F.
1st FLOOR	20 APARTMENTS	21,780 S.F.
2nd FLOOR	21 APARTMENTS	21,780 S.F.
3rd FLOOR	21 APARTMENTS	21,780 S.F.
4th FLOOR	21 APARTMENTS	21,780 S.F.
5th FLOOR	21 APARTMENTS	21,780 S.F.
TOTAL	104 APARTMENTS	130,680 S.F.

Apartment Breakdown

STUDIO	14	425 - 610 S.F.
1 BEDROOM	48	740 - 775 S.F.
2 BEDROOMS	42	1,105 - 1,220 S.F.
TOTAL	104	



Building Footprint 21,780 s.f.

Refer to 2nd, 3rd, 4th, 5th Floor Plan for Typical Apartment Designs



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Grayslake, Illinois 60030

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Fax 847-336-6601



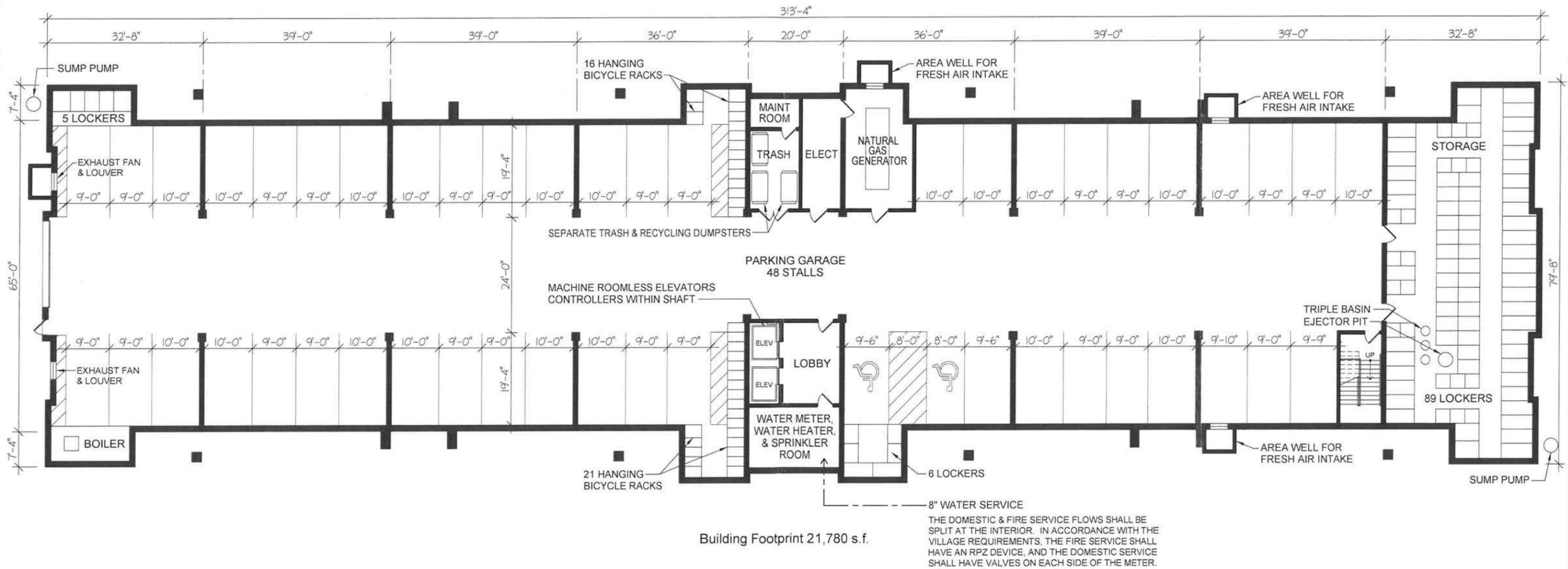
1st Floor Plan



PROPOSED APARTMENT BUILDING AT THE Residences at Bartlett Station

279 E. RAILROAD AVENUE BARTLETT, ILLINOIS

JUNE 4, 2021
Archamencia Job No. 19115



34121 N. US 45, Suite 213
Grayslake, Illinois 60030

Phone 847-336-6600
Fax 847-336-6601



Basement Plan



PROPOSED APARTMENT BUILDING AT THE Residences at Bartlett Station

279 E. RAILROAD AVENUE BARTLETT, ILLINOIS

JUNE 4, 2021
Archamerica Job No. 19115

REVISIONS:
 07.07.20 (OWNER REVIEW)
 11.18.20 (VILLAGE REVIEW)
 12.11.20 (OWNER REVIEW)
 02.11.21 (VILLAGE REVIEW)

DOWDEN DESIGN GROUP
 P.O. BOX 415, LIBERTYVILLE, IL, 60048
 DOWDENDESIGNGROUP.COM PHONE: (847) 362-1254

RESIDENCES AT BARTLETT STATION
 279 E. RAILROAD AVENUE
 BARTLETT, ILLINOIS

**LANDSCAPE
 PLAN**

DATE: 06.16.20
 SCALE: NONE
 DRAWN: CID



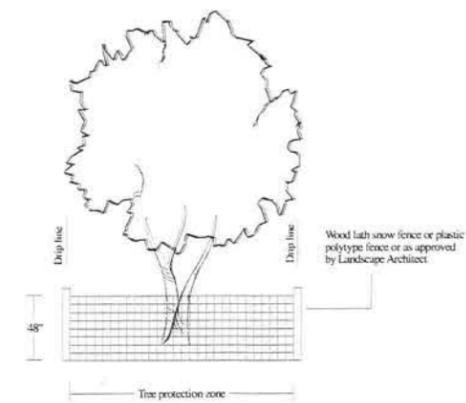
L103

TREE INVENTORY & PROTECTION PLAN

Tree	Common Name	Botanical Name	Size	Condition	Remarks
101	Crabapple	Malus var.	12'	Good	Off Property
102	Austrian Pine	Pinus nigra	12'-14'	Fair	Off Property
103	Norway Spruce	Picea abies	14'-16'	Good	Off Property
104	Norway Spruce	Picea abies	14'-16'	Good	Off Property
105	Sugar Maple	Acer saccharinum	6"-7"	Good	Off Property
106	Sugar Maple	Acer saccharinum	6"-7"	Good	Off Property
107	Elm	Ulmus var.	6"-7"	Fair	Off Property
108	Elm	Ulmus var.	13"	Fair	Off Property
109	Maple	Acer var.	10"	Good	Off Property
110	Elm	Ulmus var.	24"	Fair	Off Property
111	Box Elder	Acer negundo	9"	Poor	Off Property
112	Black Walnut	Juglans nigra	9"	Poor	Off Property
113	Maple	Acer var.	11"	Fair	Off Property
114	Maple	Acer var.	14"	Fair	Off Property
115	Elm	Ulmus var.	36"	Poor	Off Property
116	Elm	Ulmus var.	11"	Poor	Remove
117	Elm	Ulmus var.	12"	Poor	Remove
118	Hackberry	Celtis occidentalis	10"	Poor	Maintain
119	Hackberry	Celtis occidentalis	11"	Fair	Maintain
120	Elm	Ulmus var.	9"	Poor	Off Property
121	Black Locust	Robina pseudoacacia	24"	Good	Off Property

Notes:

- Existing native areas will be preserved with tree protection fence. (See detail)
- Remaining portions of existing native areas are a combination of Common Buckthorn, native grasses, and common weed growth.

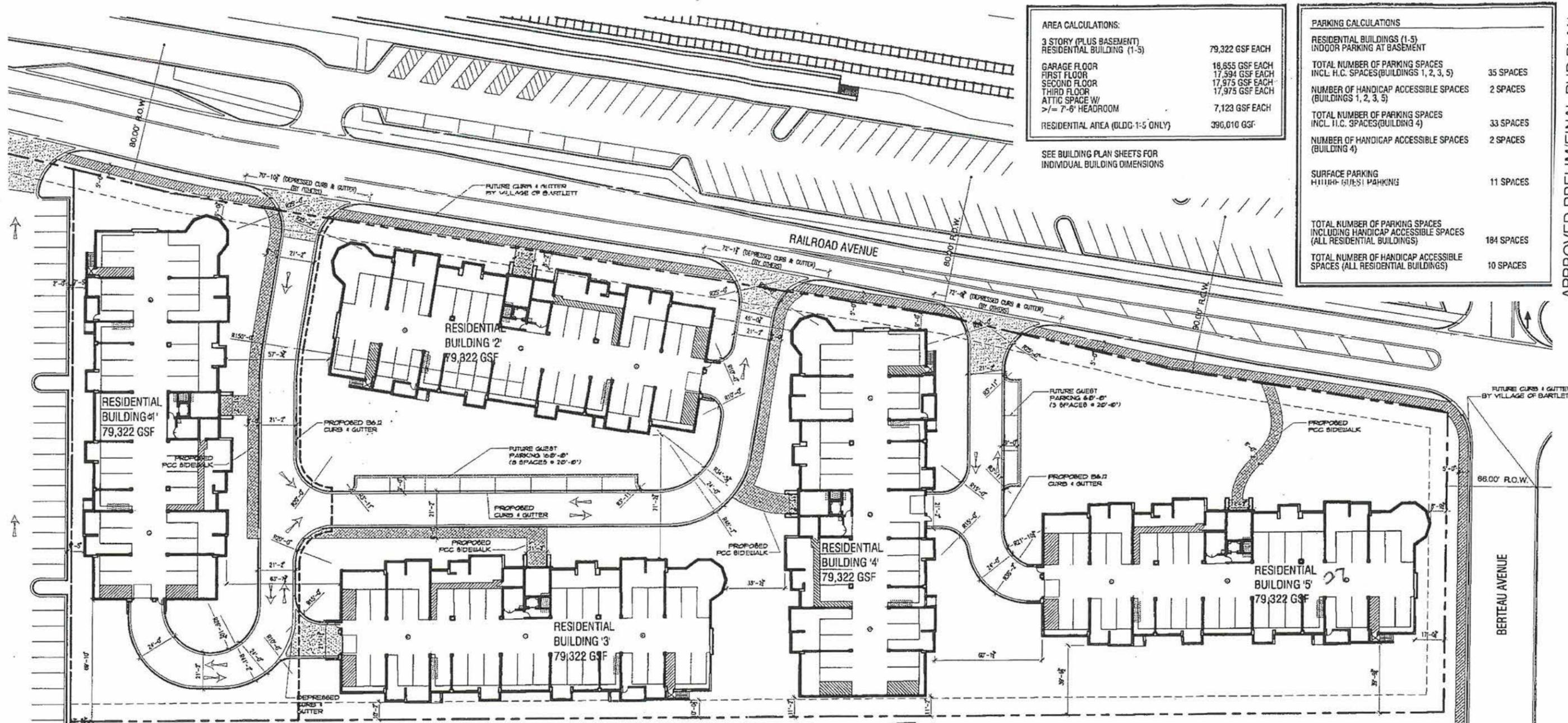


TREE PROTECTION FENCE DETAIL

REVISION: 9-25-2020

SHEET NO. 18 OF 25

APPROVED PRELIM/FINAL PUD PLAN



AREA CALCULATIONS:

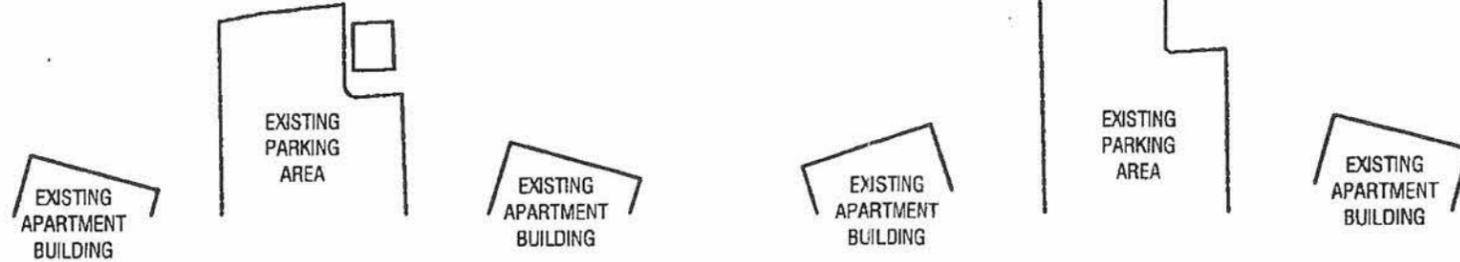
3 STORY (PLUS BASEMENT) RESIDENTIAL BUILDING (1-5)	79,322 GSF EACH
GARAGE FLOOR	18,655 GSF EACH
FIRST FLOOR	17,594 GSF EACH
SECOND FLOOR	17,975 GSF EACH
THIRD FLOOR	17,975 GSF EACH
ATTIC SPACE W/ >= 7'-6" HEADROOM	7,123 GSF EACH
RESIDENTIAL AREA (ULDC 1-5 ONLY)	390,010 GSF

SEE BUILDING PLAN SHEETS FOR INDIVIDUAL BUILDING DIMENSIONS

PARKING CALCULATIONS

RESIDENTIAL BUILDINGS (1-5) INDOOR PARKING AT BASEMENT	
TOTAL NUMBER OF PARKING SPACES INCL. H.C. SPACES (BUILDINGS 1, 2, 3, 5)	35 SPACES
NUMBER OF HANDICAP ACCESSIBLE SPACES (BUILDINGS 1, 2, 3, 5)	2 SPACES
TOTAL NUMBER OF PARKING SPACES INCL. H.C. SPACES (BUILDING 4)	33 SPACES
NUMBER OF HANDICAP ACCESSIBLE SPACES (BUILDING 4)	2 SPACES
SURFACE PARKING	
HIGH-RISE PARKING	11 SPACES
TOTAL NUMBER OF PARKING SPACES INCLUDING HANDICAP ACCESSIBLE SPACES (ALL RESIDENTIAL BUILDINGS)	184 SPACES
TOTAL NUMBER OF HANDICAP ACCESSIBLE SPACES (ALL RESIDENTIAL BUILDINGS)	10 SPACES

APPROVED
PLANS



PAVING LEGEND

COLOR PATTERNED CONCRETE	STONE PAVERS	VILLAGE OF BARTLETT BITUMINOUS PAVEMENT
VILLAGE OF BARTLETT SIDEWALK PAVING		

RECEIVED
COMMUNITY DEVELOPMENT

OCT 16 2003

VILLAGE OF
BARTLETT

ISSUED FOR PD-REVISION

SCB

PARTIAL SITE PLAN (RESIDENTIAL)
BARTLETT TOWN CENTER
Bartlett Town Center, LLC.

06/26/03 0 30' 60'
07/02/03 Revised
08/14/03 Revised **SK-002**

ORDINANCE 2003 – 123

**AN ORDINANCE APPROVING PLANNED DEVELOPMENT ZONING,
GRANTING A SPECIAL USE PERMIT FOR THE DOWNTOWN CENTER
PLANNED UNIT DEVELOPMENT, AND APPROVAL OF THE DOWNTOWN
CENTER RETAIL AND RESIDENTIAL SITE PLANS**

WHEREAS, the Village of Bartlett (the "Village") is the owner of the property legally described on Exhibit A (the "Property"); and

WHEREAS, the Bartlett Town Center LLC (the "Master LLC"), BTC Commercial LLC (the "Commercial Developer") and BTC Residential LLC (the "Residential LLC"), hereinafter collectively referred to as the "Developer", and the Village of Bartlett entered into a certain Real Estate Purchase and Redevelopment Agreement dated September 16, 2003 (the "Redevelopment Agreement") concerning the phased purchase and development of the Property for a mixed use downtown center; and

WHEREAS, the Master LLC, by New England Builders, Inc., its Manager, filed a petition with the Village for (a) the rezoning of the Property from the I-1 Industrial District and the B-1 Village Center District to the PD Planned Development District; (b) a special use permit for a planned unit development to be developed in accordance with the Preliminary/Final PUD Plan (hereinafter defined); and (c) site plan approval (the "NEB Petition"); and

WHEREAS, on August 14, 2003 the Bartlett Plan Commission conducted a public hearing on the NEB Petition, and thereafter forwarded its findings of fact and recommendations for approval thereof to the Village President and Board of Trustees of the Village (the "Corporate Authorities") as required by the provisions of the Bartlett Zoning Ordinance;

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: That the Corporate Authorities hereby make the following findings of fact with respect to the rezoning of the Property to the PD Planned Development District and with respect to the petition for a special use permit for a Planned Unit Development to be developed in accordance with the Preliminary/Final PUD Plan for the Property (hereinafter defined):

A. That the proposed use or combination of uses are permitted or specially permitted in the B-1, B-2, SR-6 and PD Zoning Districts and will meet all appropriate standards of the Village, based upon the implementation of and adherence to the terms, conditions and requirements set forth in Section Five of this Ordinance:

- (1) The proposed Planned Unit Development will be consistent with the Comprehensive Plan of the Village; and
- (2) That all uses, as arranged, are likely to be compatible with other uses within the proposed Planned Unit Development; and
- (3) The development will be compatible with developments permitted under the Bartlett Zoning Ordinance on substantially all land in the vicinity of the proposed Planned Unit Development.

B. That the proposed development of the Property as a Planned Development and the proposed uses of the Property which are made a part of the proposed Planned Unit Development meet the Village standards therefor as set forth in the Bartlett Zoning Ordinance, based upon the implementation of and adherence to the terms, conditions and requirements set forth in Section Five of this Ordinance:

- (1) The Planned Development District is intended and established to provide for greater freedom, imagination and flexibility in the development of land while assuring substantial compliance with the intent of the Bartlett Zoning Ordinance. It allows diversification and variation in the relationship of uses, structures and open spaces in developments planned as comprehensive, cohesive units which are unified by a shared concept. The proposed Planned Unit Development includes uses permitted in and is most akin to the B-1 Village Center District, the B-2 Local Convenience Shopping District and the SR-6 Suburban Residence-Multi-Family District (the "Similar Zoning Districts"). The Planned Unit Development is further intended to encourage the beneficial integration of different compatible land uses at a proper scale and to encourage better design, provision of

amenities of open space and the efficient use of public services through the use of planned unit development procedures which the Developer intend to utilize with the development. The intensity and profile of the development within this Planned Development are compatible with all adjacent uses.

- (2) That the proposed uses requested are necessary or desirable to provide a service or a facility which is in the interest of public convenience and each contributes to the general welfare of the neighborhood or community; and
- (3) That the proposed uses will not under the circumstances be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity.
- (4) That the special use for the Planned Unit Development with the conditions imposed herein shall conform to the regulations and conditions specified in the Village Zoning Ordinance for such use and with the conditions and stipulations made a part of the authorization granted by the Corporate Authorities.
- (5) The unique and substantially different character of this Planned Unit Development requires that it be processed as a special use, requiring the establishment herein of specific additional procedures, standards and exceptions to the development of the Property to meet the objectives therefor set forth in the Bartlett Zoning Ordinance, including, but not limited to, providing for the prevention and/or control of soil erosion, surface flooding and the preservation of subsurface water and promote the more efficient use of land resulting in more economic networks of utilities, circulation and other facilities.
- (6) The development conforms with the Village's Comprehensive Plan and the general planning policies and precedents of the Village, particularly with reference to the following:
 - (a) Land use policies;
 - (b) Land use intensity;
 - (c) Housing goals;
 - (d) Traffic impact and parking;
 - (e) Impact on schools, public utilities and facilities;
 - (f) The character of the Village and the specific neighborhood; and

- (g) The conservations and enhancement of the tax base and economic well-being of the Village.

To the extent there is any difference between the proposed development of the Property and the Village's Comprehensive Plan, the Comprehensive Plan shall be modified to include such uses as set forth in the Planned Unit Development.

- (7) The proposed uses for the Property are permitted or special uses in the Similar Zoning Districts and the mixed use Planned Unit Development is a special use in the PD District.
- (8) The proposed Planned Unit Development of the Property is so designed, located and proposed to be operated and maintained that the public health, safety and welfare will not be endangered or detrimentally affected.
- (9) The proposed Planned Unit Development of the Property shall not substantially lessen or impede the suitability for the permitted uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity.
- (10) The proposed Planned Unit Development makes provision for adequate utilities, drainage and other necessary facilities.
- (11) The proposed Planned Unit Development includes certain road and intersection improvements that will be constructed by the Village and the Preliminary/Final PUD Plan makes adequate provision for parking and ingress and egress and is so designed as to minimize traffic congestion and hazards in the public streets.
- (12) The proposed Planned Unit Development contains adequate site area, which is greater than the minimum required area in the Similar Zoning Districts, and the Property contains other buffering features to protect the uses within the development and on surrounding properties.
- (13) The Developer's financial resources give reasonable assurance that if the proposed Planned Unit Development is authorized that the proposed development of the Property will be completed and adequately maintained.
- (14) In connection with the modifications proposed, the Planned Unit Development is laid out and will be developed in phases in accordance with an integrated overall design. The design provides for safe, efficient, convenient and harmonious grouping of structures, uses and facilities, and for appropriate relation of space inside and outside buildings to intended uses and structural features.

- (15) Common open space is provided in the .324 +/- common open space area (Lot 1 on the Preliminary/Final Plat for the Bartlett Town Center Subdivision) in the northwest corner of the development.
- (16) The residential uses are designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected.
- (17) The commercial and residential uses will not substantially lessen or impede the suitability for adjacent permitted uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with other property in the immediate vicinity.
- (18) The Planned Unit Development includes impact fees and donations, as provided in the Redevelopment Agreement.
- (19) There shall be reasonable assurance that, if authorized, the proposed Planned Unit Development will be completed according to schedule and adequately maintained.
- (20) That the proposed Planned Unit Development is desirable to provide commercial and residential uses, which are in the interest of public convenience and will contribute to the general welfare of the community.
- (21) That the proposed Planned Unit Development 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.

SECTION TWO: That the Property is hereby rezoned from the I-1 Light Industrial District and the B-1 Village Center District to the PD Planned Development District, subject to the terms, conditions and requirements set forth in Section Three of this Ordinance, and the Official Zoning Map of the Village is hereby amended to reflect said rezoning to the PD District.

SECTION THREE: A special use permit for the mixed use planned unit development (the "Downtown Center PUD") consisting of (a) a retail/residential building with 24,530 SF (+/-) retail at grade and residential loft condominiums on the second

floor totaling 23,150 SF (+/-); (b) a 16,964 SF (+/-) two story retail/office building with 8,482 SF (+/-) of retail at grade and 8,482 SF (+/-) of office and/or retail on the second floor; (c) five (5) residential condominium buildings, each consisting of 24 condominium units, with each condominium unit ranging in size from 1,411 SF (+/-) to 2,400 SF (+/-) per unit (collectively, the "Project") to be developed in accordance with the following plans and documents, which are hereinafter collectively referred to as the "Preliminary/Final Downtown Center PUD Plan":

(i) Site Plan (Retail) Bartlett Town Center prepared by Solomon Cordwell Buenz & Associates, Inc. ("SCB & Associates, Inc."), sheet SK-001, dated June 26, 2003, last revised August 14, 2003, attached hereto as Exhibit E-1 (the "Retail Site Plan");

(ii) Site Plan (Residential) Bartlett Town Center, prepared by SCB & Associates, Inc., sheet SK-002, dated June 26, 2003, last revised August 14, 2003, attached hereto as Exhibit E-2 (the "Residential Site Plan");

(iii) Retail/Residential Bldg-Second Floor Plan Bartlett Town Center, prepared by SCB & Associates, Inc., sheet SK-15a, dated June 26, 2003, last revised August 14, 2003, attached hereto as Exhibit E-3;

(iv) Residential Building-First Floor Plan Bartlett Town Center, prepared by SCB & Associates, Inc., sheet SK-005, dated June 26, 2003, attached hereto as Exhibit E-4;

(v) Residential Bldg-Garage Fl Plan-Typ. Entry Bartlett Town Center, prepared by SCB & Associates, Inc., sheet SK-003 dated June 26, 2003, attached hereto as Exhibit E-5;

(vi) Landscape Plan Bartlett Town Center prepared by James O'Brien and Co., Inc. sheets L-1, L-2 and L-3 dated June 26, 2003, last revised August 13, 2003 attached hereto as Exhibit E-6 (the "Landscape Plan");

(vii) The building elevations for the Commercial/Office Building (sheets SK-012 and SK-013), the Retail/Residential Building (sheets SK-016 through SK-019) and the Residential Buildings (sheets SK-007 through SK-009) prepared by SCB & Associates, Inc., sheets SK-12, SK-13, all dated June 26, 2003, and attached hereto as group Exhibit E-7;

(viii) The modifications, if any, to the Bartlett Zoning Ordinance and Bartlett Subdivision and PUD Ordinance listed on Exhibit E-8 (the "Modifications"); and

(ix) and the list of preferred, permitted, special and prohibited uses on Parcel 1A (Lots 2, 3 and 4) listed on Exhibit E-9 and not prohibited thereunder or by the Covenant (collectively, the "Downtown Center Use List");

is hereby granted, and the Preliminary/Final PUD Plan is hereby approved, subject to the following conditions:

- A. Approval of the final engineering plans by the Village Engineer.
- B. Approval of the Landscape and Lighting Plans by the Community Development Department.
- C. Approval of the Unified Business Center Sign Plan (Commercial) by the Community Development Department.
- D. Posting of a separate landscape bond for the installation of the landscaping for each phase of the Town Center Development at the time the building permit is issued for the phase in question.
- E. Submittal of a performance and labor and material payment bond(s) or a letter(s) of credit for the public improvements and certain private improvements to the property that the Developer is responsible to construct and/or install, including, but not limited to, mass grading of the Property on-site underground improvements, including the storm sewer that will run through the Property generally in a southwesterly/northeasterly direction which is shown on sheet 12 of the unapproved final engineering plans (which improvements shall be fully paid for by the Developer), and various sidewalks, landscaping, planter boxes and brick pavers in the rights-of-way and on Lot 1 in the Bartlett Town Center Subdivision (the cost of which will be reimbursed by the Village) (collectively, the "Public Improvements") all in compliance with the approved final engineering plans and the Bartlett Subdivision and PUD Ordinance, in such amounts as approved by the Village Engineer in such form as approved by the Village Attorney to guaranty that the Public Improvements will be completed and fully paid for on or before September 15, 2005. A mass grading letter of credit or bond may be submitted to allow the Developer to perform mass grading for the Property before execution of the Preliminary/Final Plat if the Early Earthwork check list set forth in the Subdivision and PUD Ordinance has been satisfied.
- F. Cash Donations. The Developer hereby agrees to make cash in lieu of land contributions, cash contributions and pay impact fees as set forth in the Redevelopment Agreement.
- G. Land Donations. There are no land donations in this development.

H. Road Improvements. There are no public road improvements required to be installed by the Developer. The Village in accordance with the terms of the Redevelopment Agreement shall construct the Railroad Avenue improvements and any improvements to Main Street. The Developer shall be responsible to install the brick paver walks, landscaping and planter boxes in the rights-of-way, but the cost thereof shall be reimbursed or paid for by the Village.

I. Transfer of Title to the Public Improvements. Upon completion of the Public Improvements and their acceptance by the Corporate Authorities, the Developer shall transfer title thereto to the Village by warranty Bill of Sale in the form prescribed in the Subdivision and PUD Ordinance.

J. Prior to recording of the Preliminary/Final Plat the Developer shall execute and deliver to the Village a Public Improvement Completion Agreement (the "Agreement" in the form as appended hereto as Exhibit B, which the Corporate Authorities do hereby approve, agreeing to construct and fully pay for all of the Public Improvements in strict accordance with the approved final engineering plans for the Project, which Agreement shall provide, among other things, in the event any Public Improvements are damaged as a result of the on-site or off-site construction activities of the Developer, its contractors and their subcontractors, 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. Failure to promptly repair such damage shall be grounds to the Village to withhold issuing building and occupancy permits to the Developer, its successors and assigns, for the Project.

K. Sidewalks and brick paver walks. Five (5) foot wide concrete sidewalks and brick paver walkways shall be provided where and as shown on the Site Plans and as modified by the final engineering plans for the Project.

L. Parkway Trees. Parkway trees shall be provided as shown on the Site Plans and the Landscape Plans subject to Staff approval.

M. Declaration of Owner's Covenants. The Developer shall submit a copy of the Condominium Declaration(s) and Covenants and Restrictions for the respective commercial and residential developments for review and approval by the Village Attorney prior to closing on the respective parcel.

N. Construction Traffic. All construction traffic related to the residential project should enter and exit the site via Berteau Avenue.

O. Soil Erosion. An erosion control plan shall have been submitted by the Developer to the Village with the engineering plans for the Property, which plans shall show the proposed sequence of any site grading, excavation and land balancing work to be performed and where dirt, fill or spoils will be piled or stored, and shall be subject to review and approval by the Village Engineer. All erosion control work and methods shall be specifically stated in the engineering and be specifically set forth in the Developer's bond or letter of credit, 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 bond or letter or credit posted with the Village in accordance with the procedure therefor set forth in the Subdivision Ordinance.

P. Compliance with Redevelopment Agreement. Compliance with or satisfaction of all of the applicable terms and conditions required to be performed or satisfied by the Developer under the Redevelopment Agreement.

SECTION FOUR: That the President and Board of Trustees make the following findings of fact pertaining to the Retail Site Plan and the Residential Site Plan (collectively, the "Site Plans") for the Project:

A. That the Planned Unit Development for the proposed mixed use development is a special use in the PD Planned Development Zoning District.

B. That the proposed buildings, off-street parking, access, lighting, landscaping and drainage are 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 proposed Site Plans provide 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 as shown on the Final Landscape Plan so that the proposed development will be in harmony with adjacent land uses. Any part area shown on the Site Plans 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 and trash enclosures are screened and are in accordance with standards specified by this Ordinance.

SECTION FIVE: That the Site Plan (Retail) Bartlett Town Center prepared by SCB & Associates, Inc. dated June 26, 2003, last revised August 14, 2003 appended here to as Exhibit E-1 (the "Retail Site Plan"), and the Site Plan (Residential) Bartlett Town Center prepared by SCB Associates, Inc. dated June 26, 2003, last

revised August 14, 2003, appended hereto as Exhibit E-2 (the "Residential Site Plan") are hereby approved, subject to the conditions set forth in Section Three of this Ordinance.

SECTION SIX: The development of the Property shall be governed by the requirements of the Bartlett Building Code, the Bartlett Subdivision Ordinance and the Bartlett Zoning Ordinance, except to the extent that they are expressly and specifically modified by this Ordinance and/or the Redevelopment Agreement. In the event of a conflict between this Ordinance, the Codes and Ordinances of the Village and the Redevelopment Agreement, the Redevelopment Agreement shall control

SECTION SEVEN: 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 EIGHT: 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 NINE: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

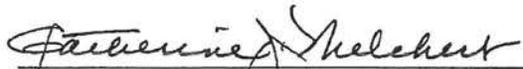
AYES: Trustee Arends, Kavouris, Nolan, President Melchert

NAYS: None

ABSENT: Trustee Airdo, Bormann, Floyd

PASSED: This 16th day of September, 2003

APPROVED: This 16th day of September, 2003


Catherine J. Melchert, Village President

ATTEST:


Linda Gallien, 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 2003-123, enacted on September 16, 2003 and approved on September 16, 2003, as the same appears from the official records of the Village of Bartlett.


Linda Gallien, Village Clerk

Exhibit A - Town Center

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34 AND THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, BOTH IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF METRA RAILROAD AND THE WEST LINE OF BERTEAU AVENUE; THENCE SOUTH 00 DEGREES 29 MINUTES 35 SECONDS WEST, (BASED ON ASSUMED BEARING OF NORTH 80 DEGREES 48 MINUTES 09 SECONDS WEST FOR THE SOUTHERLY RIGHT OF WAY LINE OF METRA RAILROAD), ALONG SAID WEST LINE OF BERTEAU AVENUE, A DISTANCE OF 91.05 FEET TO A POINT THAT IS 90.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SAID SOUTHERLY RIGHT OF WAY LINE FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 29 MINUTES 35 SECONDS WEST, ALONG SAID WEST LINE OF BERTEAU AVENUE, A DISTANCE OF 172.17 FEET TO THE NORTHEAST CORNER OF LOT 2 IN BLOCK 16 OF H.O. STONE AND COMPANY'S TOWN ADDITION TO BARTLETT, PER DOCUMENT NO. 10435526, THENCE SOUTH 89 DEGREES 48 MINUTES 56 SECONDS WEST, ALONG THE NORTHERLY LINE OF LOTS 2 THROUGH 16 IN SAID BLOCK 16, A DISTANCE OF 766.73 FEET TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 03 DEGREES 00 MINUTES 20 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 16, A DISTANCE OF 50.0 FEET TO THE NORTH LINE OF LOT 17 IN SAID BLOCK 16; THENCE SOUTH 88 DEGREES 50 MINUTES 37 SECONDS WEST, ALONG THE NORTH LINE OF LOTS 17 AND 18 IN SAID BLOCK 16, A DISTANCE OF 158.68 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE SOUTH 03 DEGREES 35 MINUTES 28 SECONDS EAST, PARALLEL WITH THE CENTERLINE OF MAIN STREET, BEING ALONG THE WESTERLY LINE OF LOT 18 AND ALONG THE WESTERLY LINE OF VACATED NATOMA AVENUE, A DISTANCE OF 166.06 FEET TO THE SOUTHWEST CORNER OF SAID VACATED NATOMA AVENUE; THENCE SOUTH 88 DEGREES 55 MINUTES 59 SECONDS WEST, A DISTANCE OF 156.99 FEET TO A LINE THAT IS 33.0 FEET EASTERLY OF AND PARALLEL WITH THE SAID CENTERLINE OF MAIN STREET; THENCE NORTH 03 DEGREES 35 MINUTES 28 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 318.06 FEET; THENCE NORTH 01 DEGREE 00 MINUTES 53 SECONDS WEST, A DISTANCE OF 129.70 FEET; THENCE NORTH 03 DEGREES 35 MINUTES 28 SECONDS WEST, PARALLEL WITH

AFORESAID CENTERLINE, A DISTANCE OF 89.17 FEET FOR A POINT OF CURVE; THENCE NORHTEASTERLY AND SOUTHEASTERLY, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET AND A CHORD BEARING OF NORTH 49 DEGREES 54 MINUTES 34 SECONDS EAST, AN ARC DISTANCE OF 108.32 FEET FOR A POINT OF TANGENT; THENCE SOUTH 76 DEGREES 35 MINUTES 25 SECONDS EAST, A DISTANCE OF 312.88 FEET TO A LINE THAT IS 80.0 FEET SOUTHERLY OF AND PARALLEL WITH THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF METRA RAILROAD; THENCE SOUTH 80 DEGREES 48 MINUTES 09 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 444.32 FEET; THENCE SOUTH 76 DEGREES 23 MINUTES 27 SECONDS EAST, A DISTANCE OF 130.00 FEET TO A LINE THAT IS 90.0 FEET SOUTHERLY OF AND PARALLEL WITH THE SAID SOUTHERLY RIGHT OF WAY LINE OF METRA RAILROAD; THENCE SOUTH 80 DEGREES 48 MINUTES 09 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING. BEING SITUATED IN THE VILLAGE OF BARTLETT, COOK COUNTY, ILLINOIS AND CONTAINING 7.856 ACRES MORE OR LESS.

PUBLIC IMPROVEMENTS COMPLETION AGREEMENT

MADE AND ENTERED into _____, 19___, by and among _____ ("the Owner"), _____ ("the Developer"), and the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois ("the Village").

RECITALS:

a. The Owner is the owner of the real estate located in the Village legally described on Exhibit A appended hereto and made part hereof ("the Property").

b. The Owner and the Developer have applied for approval of [a final plat of subdivision of the real estate to be known as _____ ("the Subdivision")] [a final planned unit development plan ("the PUD Plan") for the Property to be known as _____ ("the PUD")]. (Delete one)

c. The Developer has submitted to the Village for its approval the engineering plans and specifications for the public improvements, including, but not limited to, the water distribution system, sanitary sewer system, storm sewer system, site grading, landscaping and planting, street system, sidewalks, bicycle paths and street lights ("the Public Improvements") for the Subdivision or PUD prepared by _____ dated _____ last revised _____ ("the Plans") and the Village has approved the Plans.

d. The Village is willing to execute the plat of subdivision or approve the PUD Plan only upon the condition that the Owner and the Developer agree to cause the Public Improvements for such Subdivision or PUD to be installed and completed in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Village Subdivision Ordinance, fully paid for, and maintained by the Developer for a period of from 15 months to 24 months after their completion as determined by the Village Engineer.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency whereof is expressly acknowledged, it is agreed by and among the parties as follows:

1. The Village agrees to approve the final PUD Plan or cause the final plat of the Subdivision to be executed by its President, attested by its Clerk, signed by the Chairman of its Plan Commission, and, provided the Developer shall secure all other necessary plat approvals and paid tax bills, recorded by the Recorder of Deeds of the appropriate county.

2. The Owner and the Developer jointly and severally promise and agree: (1) to construct the Public Improvements, or cause them to be constructed, in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Village Subdivision Ordinance and to complete each of the eight phases of construction set forth in the following paragraph on or before the completion dates therein specified and completion of all the Public Improvement, and (2) to pay to the Contractors and material suppliers who furnish labor or material, or both, for the construction of the Public Improvements the full amounts due them for such labor and materials, and (3) to maintain the Public Improvements for the Maintenance Period (between 15 and 24 months) determined by the Village Engineer, certified by the Village Engineer as the date on which the last of the Public Improvements (See paragraph 3 Item 7) were completed in accordance with the Plans therefor and the Subdivision Ordinance (the "Completion Date"). The Developer's maintenance obligations shall include, but are not limited to: (i) maintaining the Public Improvements, (ii) repairing any damage to the Public Improvements caused by the Developer, its agents, servants, employees or its successors and assigns, or by any contractor hired by the Developer, its agents, servants, employees, successors or assigns, or any subcontractor hired by such contractor, (iii) repairing or replacing any defective workmanship or materials in the Public Improvements, and (iv) making good and protecting the Village against the results of any defective workmanship or materials appearing to have been incorporated in any part of the Public Improvements which shall have appeared or been discovered within 15 months after the Final Completion Date. In the event that any of the Public Improvements are damaged, the burden shall be on the Developer to show that such damage was not caused by the Developer, its agents, servants, employees, successors or assigns, or by any contractor hired by the Developer, its agents, servants, employees, successors or assigns or any subcontractor hired by such contractor.

3. Completion Dates. The Public Improvements shall be completed in accordance with the following Schedule:

(1) Site grading, including grading of streets, detention and retention ponds, lots and required private and public green space areas shall be completed on or before (Insert completion date).

(2) Underground improvements, including water mains, vaults and valve vaults, sanitary sewer mains and manholes and any required force main, shall be completed on or before (Insert completion date).

(3) Curbs and street base, including "first lift" of pavement shall be completed on or before (Insert completion date).

(4) Street lighting shall be completed on or before (Insert completion date).

(5) Sidewalks and bicycle paths shall be completed on or before (Insert completion date).

(6) Final street surface ("second lift"), including necessary repairs to street base "first lift", catch basins, manholes and other structures located between curb lines shall be completed on or before (Insert completion date).

(7) Parkway and open space restoration (including repairs to catch basins, manholes and other structures located in parkways and open space areas), landscaping, sidewalks and street lights shall be completed on or before (Insert completion date).

(8) Storm water facilities, including underground items, detention items, wetland/riparian areas and erosion control, shall be completed on or before (Insert completion date).

4. The Owner and Developer further agree to cause to be maintained at all times proper security to guaranty the completion of, payment for and maintenance of the Public Improvements as required by the Village Subdivision Ordinance in the form of a cash deposit, Performance Bond-Labor and Material Payment Bond, Letter of Credit of Escrow Deposit in strict accordance with the provision of the Village Subdivision Ordinance.

The Owner agrees to, and does hereby grant the Village of Bartlett and to the Bartlett and Countryside Fire Protection District a non-exclusive license to go upon any part of the real estate for the purpose of providing police and fire protection and enforcing the Illinois Vehicle Code and the Bartlett Vehicle Code on the streets and other areas of the Subdivision or PUD, except on individual lots conveyed to homeowners.

After the street base for the streets in the Subdivision/PUD has been placed by the Developer in strict accordance with the Subdivision Ordinance and the approved engineering plans therefor, the Village agrees to provide police protection for the Subdivision/PUD in cases of actual emergency.

After the "first lift" of the street pavement for streets in the Subdivision/PUD has been placed by the Developer in strict accordance with the Subdivision Ordinance and the approved engineering plans therefor, the Village agrees to provide regular police protection for homes in the Subdivision/PUD and to provide snowplowing service for the public streets serving such homes, without in any way accepting responsibility for the maintenance of such streets, or any other Public Improvements until the adoption of an ordinance by the corporate authorities formally accepting such Public Improvements.

The streets in the Subdivision/PUD shall remain the property of the Owner/Developer, who shall remain responsible for the maintenance of all of the Public Improvements in the Subdivision/PUD, including any manholes, vaults, curbs or other structures which project above the pavement and which are damaged as the result of the Village's snow-plowing activities, and including the storm water drainage system, until the adoption of an ordinance by the corporate authorities formally accepting such Public Improvements, and title thereto is transferred to the Village by appropriate Bill of Sale.

In the event that it becomes necessary, as determined by the Village Administrator, in her sole discretion, to perform any emergency repair work on the Public Improvements in the Subdivision/PUD to protect the health, welfare and safety of the Public, Village may perform such repairs; and the Owner/Developer shall reimburse the Village promptly for the costs so incurred.

The Developer shall be responsible for all Public Improvements construction and maintenance costs which are not specifically required herein to be borne by the Village.

5. The Owner shall furnish Owner's Sworn Statement(s) and the Developer shall furnish General Contractor's Sworn Statements, and each shall furnish such waivers of lien to the Village as shall be necessary to insure the Village against mechanic's lien claims and claims for lien on any bond or other security that the Owner and/or the Developer have caused to be posted with the Village.

6. Venue, attorneys fees. The parties agree that the proper venue for the enforcement of this Agreement shall be the Circuit Court of DuPage County, Illinois. The Developer and the Owner, jointly and severally, agree to reimburse the Village for any reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the obligations of the Developer and the Owner, or either of them, under this Agreement, regardless of whether a lawsuit is actually filed, within 30 days after the receipt of copies of paid invoices for such attorney's fees.

VILLAGE OF BARTLETT

By: _____
President

Attest:

(Insert appropriate signature and attestation format, including officer titles and corporate seal, for Developer and Owner.)

SCB

AREA CALCULATIONS FOR EXISTING BUILDINGS:

BUILDING W-1	18,740 GSF
2 STORY W/ME OFFICE BUILDINGS	8,942 GSF
CUSTOMER FLOOR AREA (1ST FLOOR)	8,955 GSF
CUSTOMER FLOOR AREA (2ND FLOOR)	8,955 GSF
BUILDING W-2	93,242 GSF
2 STORY W/ME RESIDENTIAL BUILDING	1,500 GSF
CUSTOMER FLOOR AREA (1ST FLOOR)	22,654 GSF
CUSTOMER FLOOR AREA (2ND FLOOR)	22,654 GSF
RESIDENTIAL FLOOR AREA (1ST FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (2ND FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (3RD FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (4TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (5TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (6TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (7TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (8TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (9TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (10TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (11TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (12TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (13TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (14TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (15TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (16TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (17TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (18TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (19TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (20TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (21ST FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (22ND FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (23RD FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (24TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (25TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (26TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (27TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (28TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (29TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (30TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (31ST FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (32ND FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (33RD FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (34TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (35TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (36TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (37TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (38TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (39TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (40TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (41ST FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (42ND FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (43RD FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (44TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (45TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (46TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (47TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (48TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (49TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (50TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (51ST FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (52ND FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (53RD FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (54TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (55TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (56TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (57TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (58TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (59TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (60TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (61ST FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (62ND FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (63RD FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (64TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (65TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (66TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (67TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (68TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (69TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (70TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (71ST FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (72ND FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (73RD FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (74TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (75TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (76TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (77TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (78TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (79TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (80TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (81ST FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (82ND FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (83RD FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (84TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (85TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (86TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (87TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (88TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (89TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (90TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (91ST FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (92ND FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (93RD FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (94TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (95TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (96TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (97TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (98TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (99TH FLOOR)	28,000 GSF
RESIDENTIAL FLOOR AREA (100TH FLOOR)	28,000 GSF

AREA CALCULATIONS FOR ENTIRE PROJECT:

SITE AREA	342,291 GSF
TOTAL CUSTOMER FLOOR AREA	35,691 GSF
TOTAL RESIDENTIAL AREA (BUILDINGS W AND W-1)	427,254 GSF
TOTAL PROJECT AREA (BUILDINGS W AND W-1)	474,945 GSF
FAR	1.308
BUILDING COVERAGE (BUILDINGS W, W AND W-1)	133,603 GSF

NET AND RESIDENTIAL AREA (BUILDINGS W AND W-1) SERVICE PARKING:

TOTAL NUMBER OF PARKING SPACES	161 SPACES
NUMBER OF HANDICAP ACCESSIBLE SPACES	8 SPACES
TYPICAL PARKING SPACE SIZE	9'6" x 18'0"
TYPICAL HANDICAP PARKING SPACE SIZE (INCLUDING TURNING SPACE)	18'0" x 18'0"

PAVING LEGEND:

COLORED PATTERNED CONCRETE	STONE FINISHES
ASPHALT PAVING	VILLAGE OF BARTLETT BRICKWORK PAVING
	RESIDENTIAL PAVING
	RESIDENTIAL PAVING
	RESIDENTIAL PAVING



ISSUED FOR PD-REVISION

PARTIAL SITE PLAN (RETAIL)
 BARTLETT TOWN CENTER
 Fairfield Town Center LLC

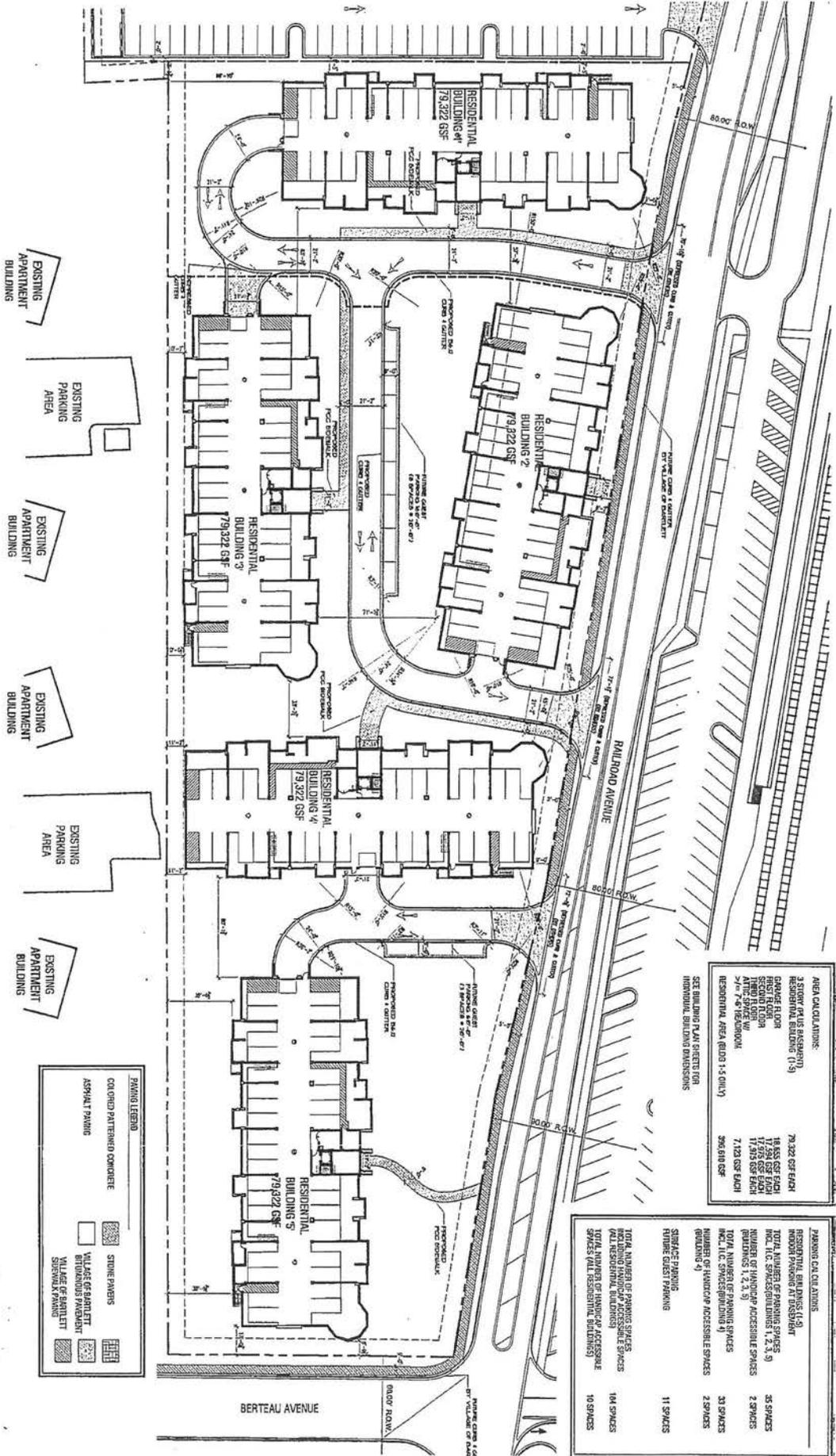
06/25/03 0 30 60
 07/02/03 Revised
 08/14/03 Revised
SK-001

EXHIBIT E-1

PARTIAL SITE PLAN (RESIDENTIAL)
BARTLETT TOWN CENTER
 Bartlett Town Center 11.C

06/26/03
 07/02/03 Revised
 SK-002

ISSUED FOR PD-REVISION



PAVING LEGEND

[Pattern]	COLORED PATTERNOED CONCRETE	[Pattern]	STONE FINISH
[Pattern]	ASPHALT PAVING	[Pattern]	VILLAGE OF BARTLETT BRICKWORK FINISH
[Pattern]		[Pattern]	VILLAGE OF BARTLETT SERRAVALLO FINISH

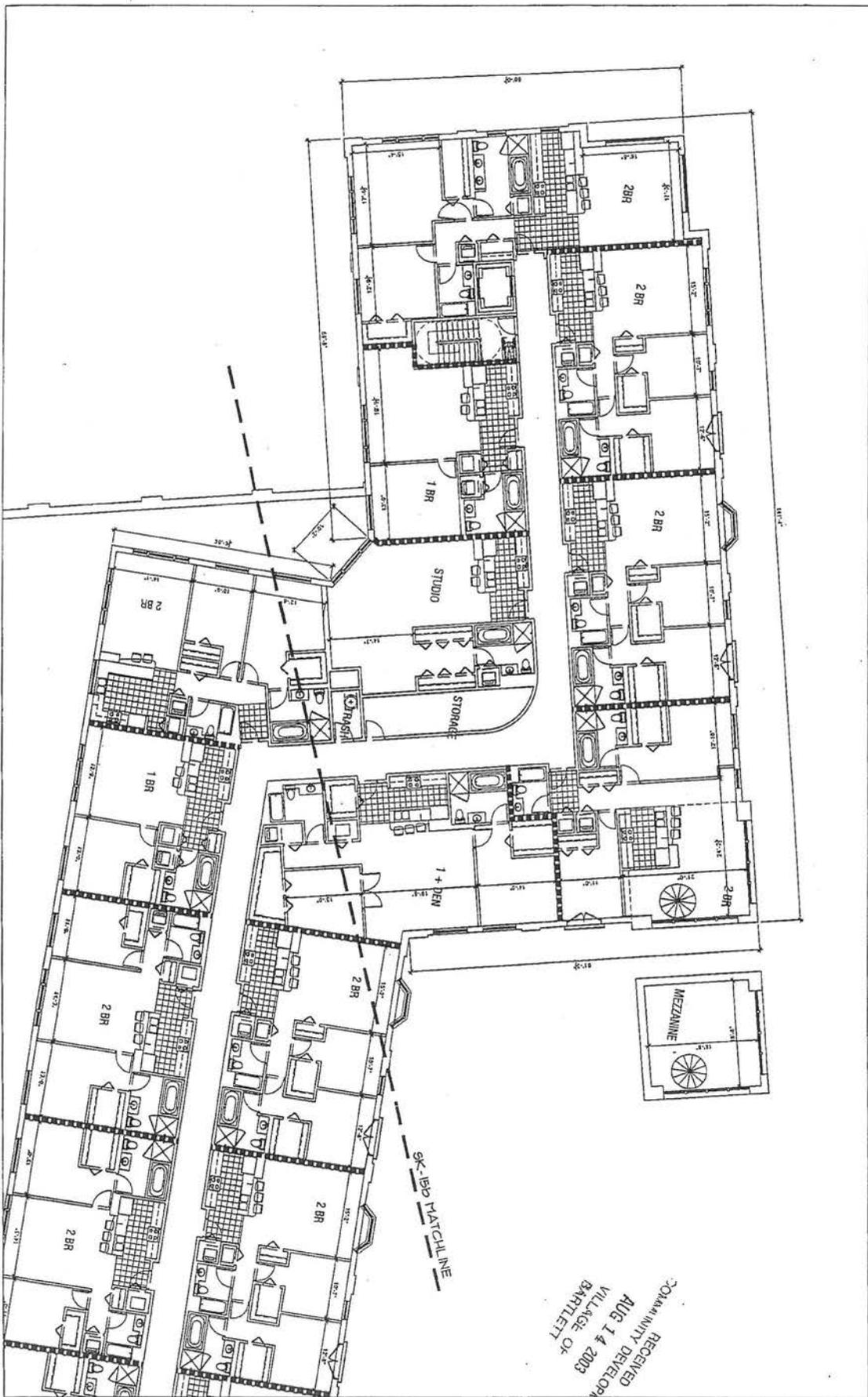
AREA CALCULATIONS:

3 STORY OF US RESIDENTIAL	79,322 GSF EACH
RESIDENTIAL BUILDING (1-5)	18,655 GSF EACH
FIRST FLOOR	17,994 GSF EACH
SECOND FLOOR	17,994 GSF EACH
THIRD FLOOR	17,994 GSF EACH
AREA SPACE W/	7,122 GSF EACH
>= 7'-0" OVERHUNG	396,610 GSF

PARKING CALCULATIONS

RESIDENTIAL PARKING 1.4 @	33 SPACES
MINOR PARKING AT OVERSIGHT	2 SPACES
TOTAL NUMBER OF PARKING SPACES	35 SPACES
NUMBER OF HANDICAP ACCESSIBLE SPACES (RELATIONS 1:2.5)	7 SPACES
TOTAL NUMBER OF PARKING SPACES	38 SPACES
NUMBER OF HANDICAP ACCESSIBLE SPACES (RELATIONS 1:2.5)	7 SPACES
NUMBER OF HANDICAP ACCESSIBLE SPACES (RELATIONS 1:2.5)	2 SPACES
NUMBER OF HANDICAP ACCESSIBLE SPACES (RELATIONS 1:2.5)	11 SPACES

EXHIBIT E-3



COMMUNITY DEVELOPMENT
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VILLAGE OF
BARTLETT

SK-153 HATCHLINE

SCB

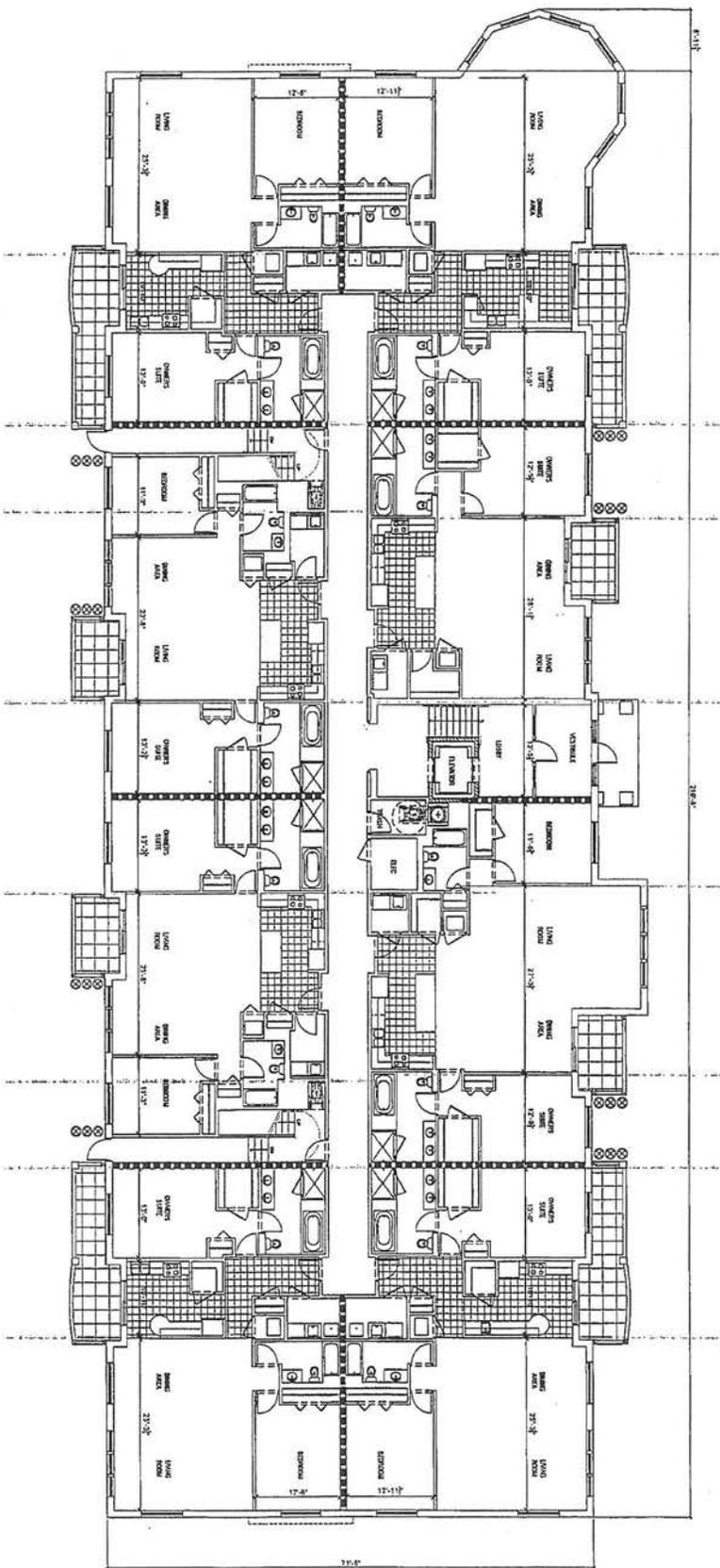
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RETAIL/RESIDENTIAL BLDG.-SECOND FLOOR PLAN 04/25/03

BARTLETT TOWN CENTER
Bardlett Town Center, LLC.

ISSUED FOR PD
0 8'-0" 16'-0"

SK-15a



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RESIDENTIAL BUILDING-FIRST FLOOR PLAN
BARTLETT TOWN CENTER
Bartlett Town Center, LLC.

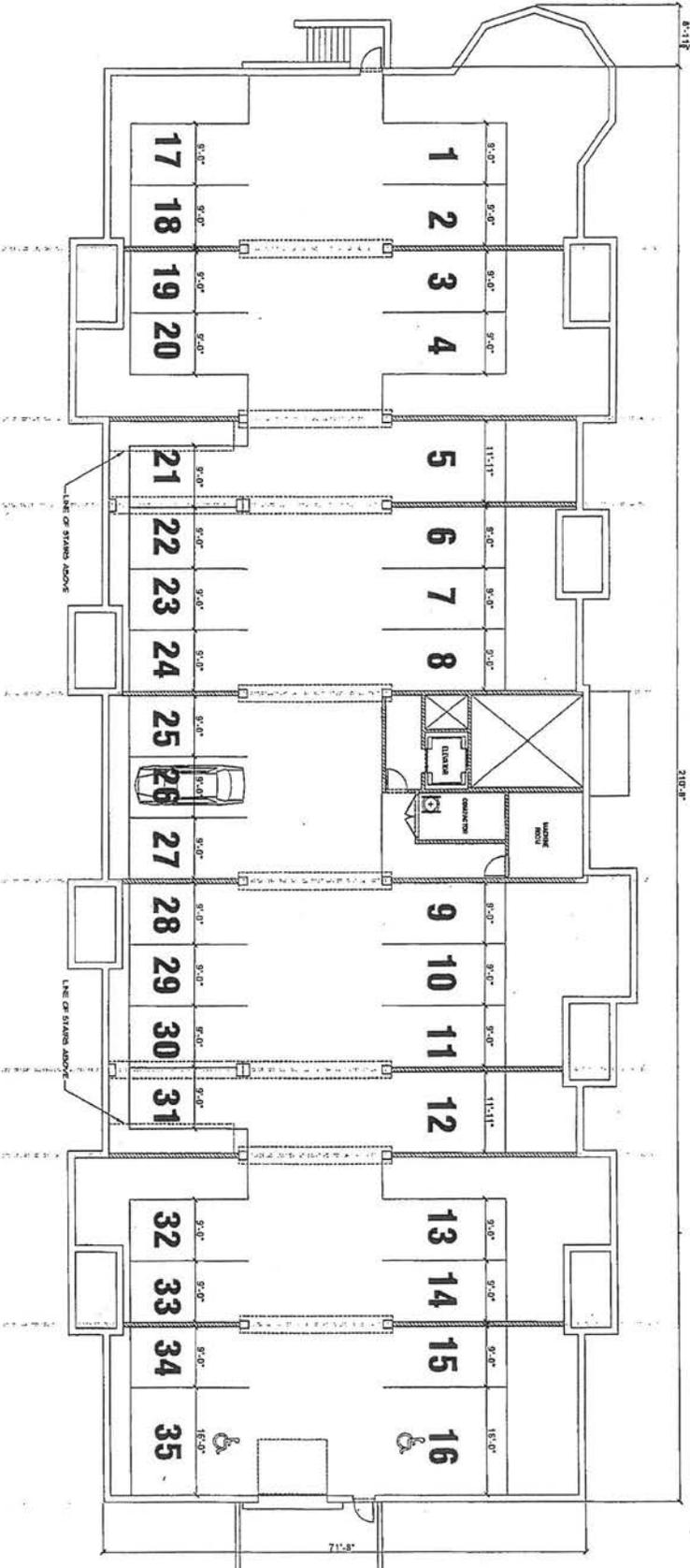
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06/29/03

0 8'-0" 16'-0"

SK-005

EXHIBIT E-5



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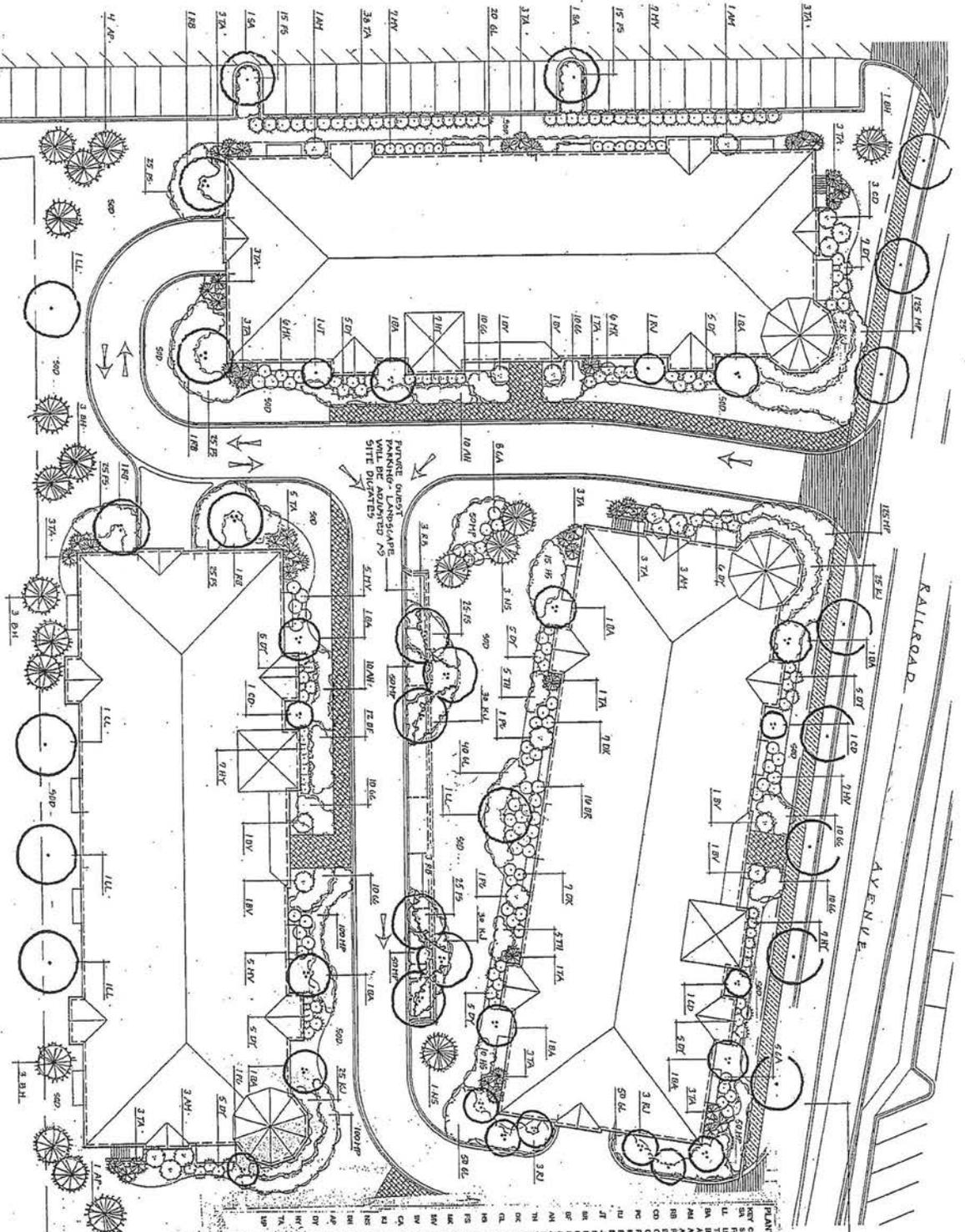
ISSUED FOR PD

0 8'-0" 16'-0"

RESIDENTIAL BLDG-GARAGE FL PLAN-TYP ENTRY 06/25/03
BARTLETT TOWN CENTER
Bartlett Town Center, LLC.

SK-003

JAMES O'BRIEN & CO.
SCB



PARTIAL LANDSCAPE PLAN
BARTLETT TOWN CENTER
Bartlett Town Center, LLC.

ISSUED FOR P.D. 6-26-08

DATE: 01/14/09
SCALE: 1" = 10'

PLANT SCHEDULE

KEY	COMMON NAME	BOTANICAL NAME	QTY	SIZE
1.0A	Common Nettle	Urtica dioica	3	10" x 10"
1.0B	Common Nettle	Urtica dioica	3	10" x 10"
1.0C	Common Nettle	Urtica dioica	3	10" x 10"
1.0D	Common Nettle	Urtica dioica	3	10" x 10"
1.0E	Common Nettle	Urtica dioica	3	10" x 10"
1.0F	Common Nettle	Urtica dioica	3	10" x 10"
1.0G	Common Nettle	Urtica dioica	3	10" x 10"
1.0H	Common Nettle	Urtica dioica	3	10" x 10"
1.0I	Common Nettle	Urtica dioica	3	10" x 10"
1.0J	Common Nettle	Urtica dioica	3	10" x 10"
1.0K	Common Nettle	Urtica dioica	3	10" x 10"
1.0L	Common Nettle	Urtica dioica	3	10" x 10"
1.0M	Common Nettle	Urtica dioica	3	10" x 10"
1.0N	Common Nettle	Urtica dioica	3	10" x 10"
1.0O	Common Nettle	Urtica dioica	3	10" x 10"
1.0P	Common Nettle	Urtica dioica	3	10" x 10"
1.0Q	Common Nettle	Urtica dioica	3	10" x 10"
1.0R	Common Nettle	Urtica dioica	3	10" x 10"
1.0S	Common Nettle	Urtica dioica	3	10" x 10"
1.0T	Common Nettle	Urtica dioica	3	10" x 10"
1.0U	Common Nettle	Urtica dioica	3	10" x 10"
1.0V	Common Nettle	Urtica dioica	3	10" x 10"
1.0W	Common Nettle	Urtica dioica	3	10" x 10"
1.0X	Common Nettle	Urtica dioica	3	10" x 10"
1.0Y	Common Nettle	Urtica dioica	3	10" x 10"
1.0Z	Common Nettle	Urtica dioica	3	10" x 10"

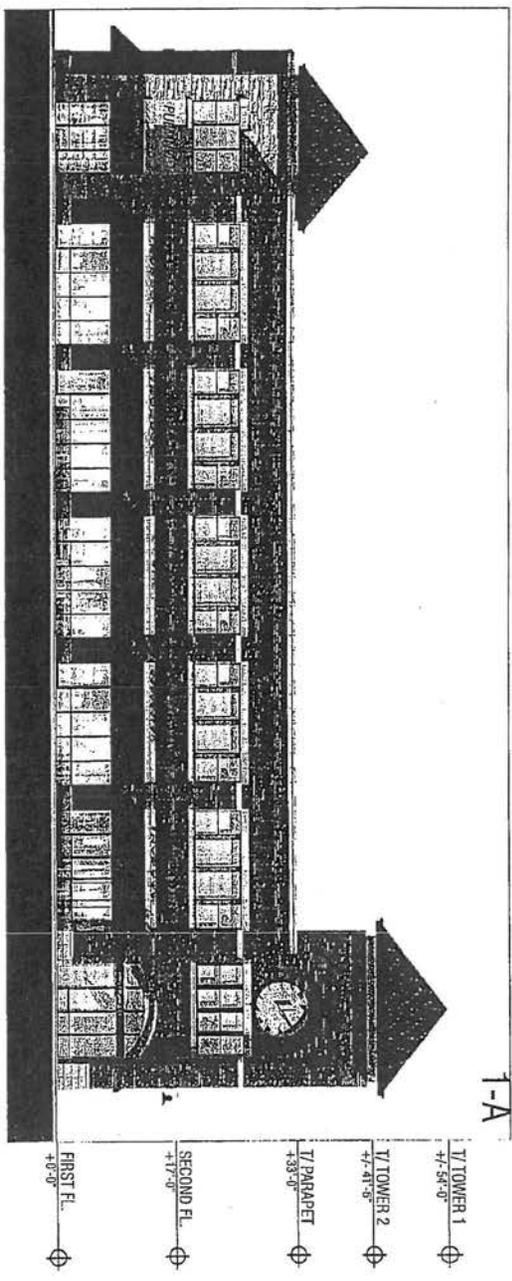
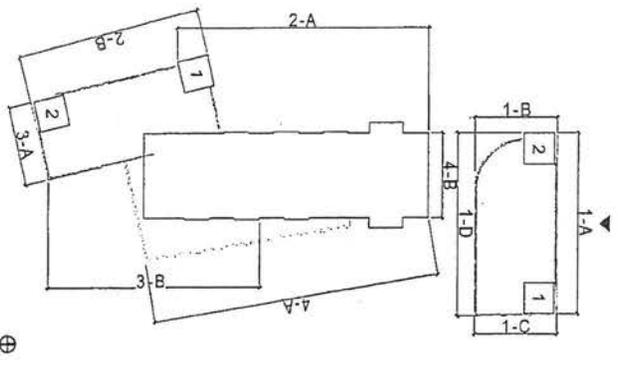
SHRUBS, TREES SHALL BE INSTALLED
IN ACCORDANCE WITH THE
RELEVANT SPECIFICATIONS

RECEIVED
MUNICIPALITY DEPT.
AS PART OF THE BARTLETT TOWN CENTER
PROJECT

DATE: 01/14/09

EXHIBIT E-7

KEY PLAN



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COMMUNITY DEVELOPMENT
AUG 14 2003
VILLAGE OF
BARTLETT

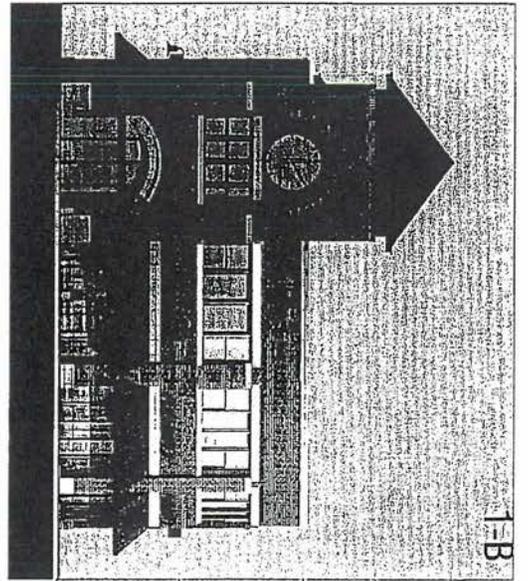
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SK-012

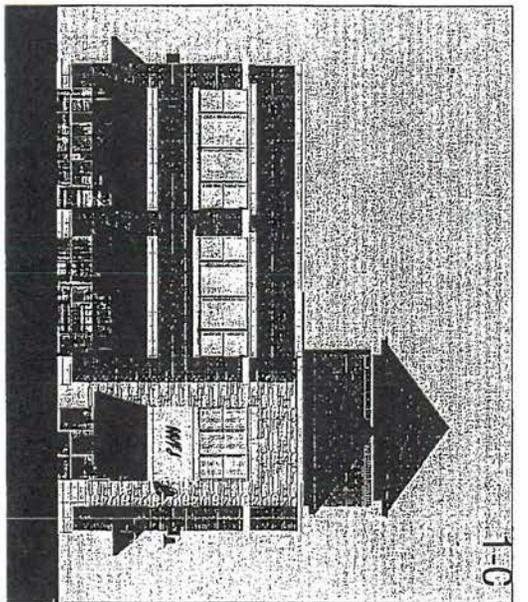
RETAIL/OFFICE BUILDING ELEVATION
BARTLETT TOWN CENTER
Bartlett Town Center, LLC.

SCB & Assoc., Inc. 2003

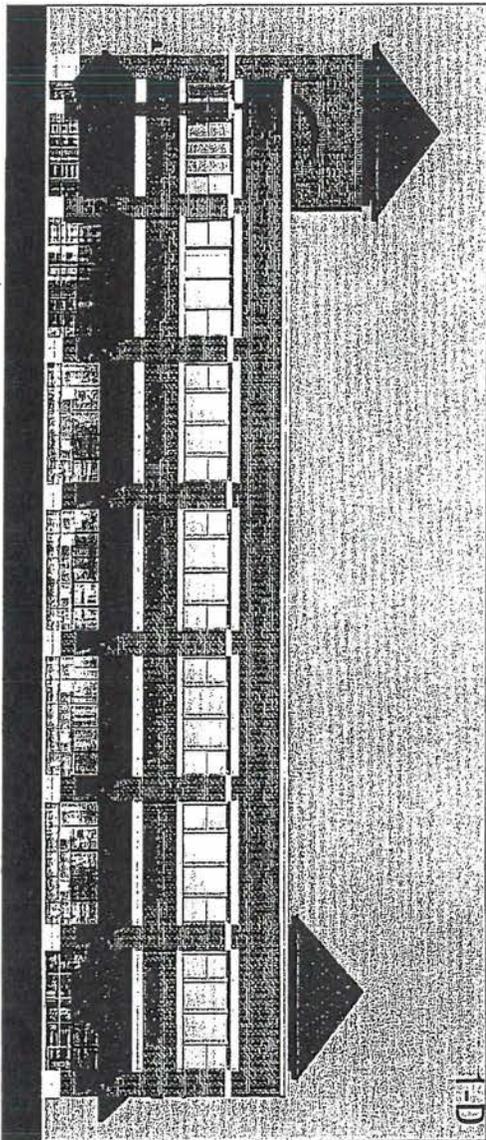
SCB



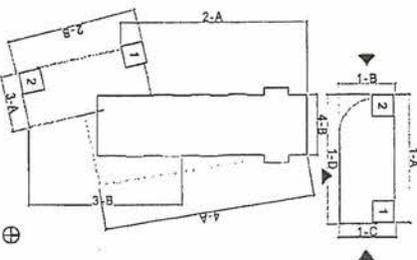
1-B
 T/TOWER 1
 +/- 54'-0"
 T/TOWER 2
 +/- 41'-8"
 T/PARAPET
 +/- 33'-0"
 SECOND FL.
 +/- 17'-0"
 FIRST FL.
 +/- 0'-0"



1-C
 T/TOWER 1
 +/- 54'-0"
 T/TOWER 2
 +/- 41'-8"
 T/PARAPET
 +/- 33'-0"
 SECOND FL.
 +/- 17'-0"
 FIRST FL.
 +/- 0'-0"



1-D
 T/TOWER 1
 +/- 54'-0"
 T/TOWER 2
 +/- 41'-8"
 T/PARAPET
 +/- 33'-0"
 SECOND FL.
 +/- 17'-0"
 FIRST FL.
 +/- 0'-0"

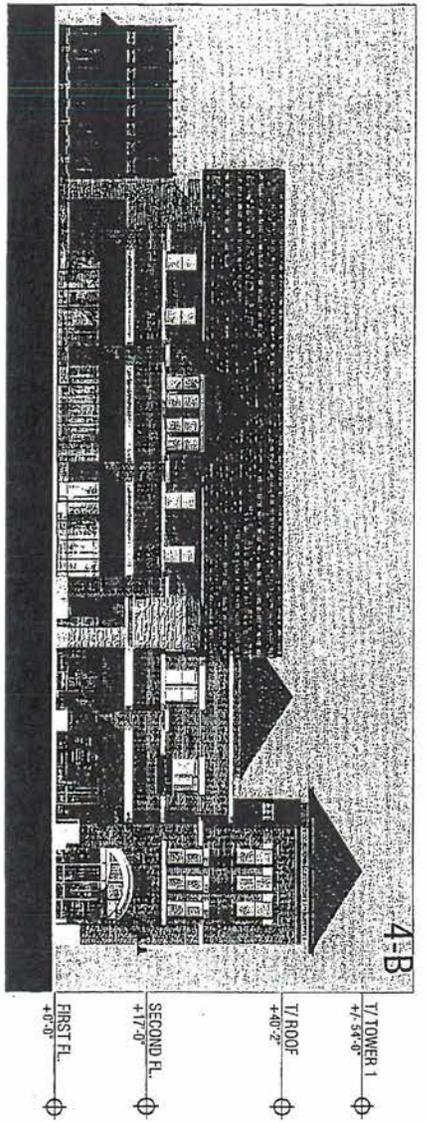


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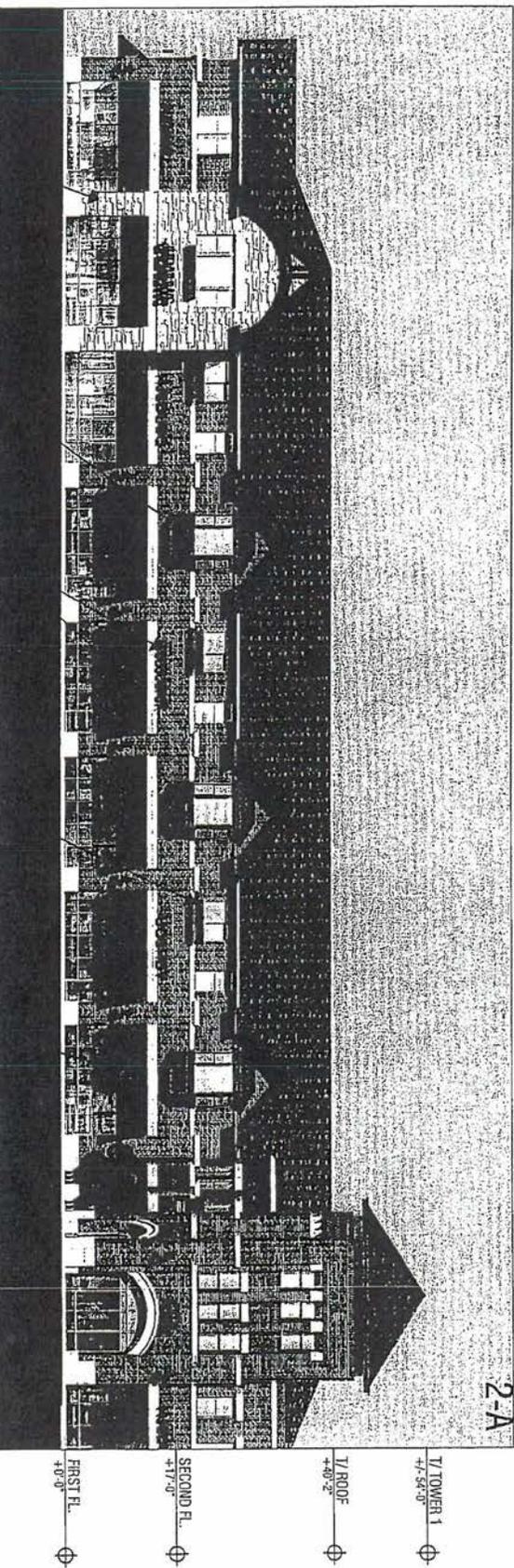
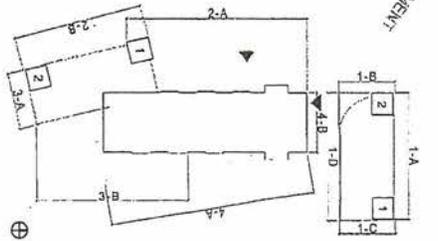
RETAIL/OFFICE BUILDING ELEVATIONS
 BARTLETT TOWN CENTER
 Bartlett Town Center, LLC.

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 06/26/03
 0 8'-0" 16'-0"
 SK-013

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 COMMUNITY DEVELOPMENT
 AUG 14 2003
 VILLAGES OK
 BARTLETT



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AUG 14 2003
VILLAGE OF
BARTLETT



STONE VENEER, TYP. / BAY WINDOW, TYP. / SIGNAGE, TYP. / PREFINISHED ALUMINUM RAILING / PREFINISHED ALUMINUM & GLASS STOREFRONT

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RETAIL/RESIDENTIAL BUILDING ELEVATIONS
BARTLETT TOWN CENTER
Bartlett Town Center, LLC.

0 8'-0" 16'-0"
SK-016

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AUG 14 2003

VILLAGE OF BARTLETT

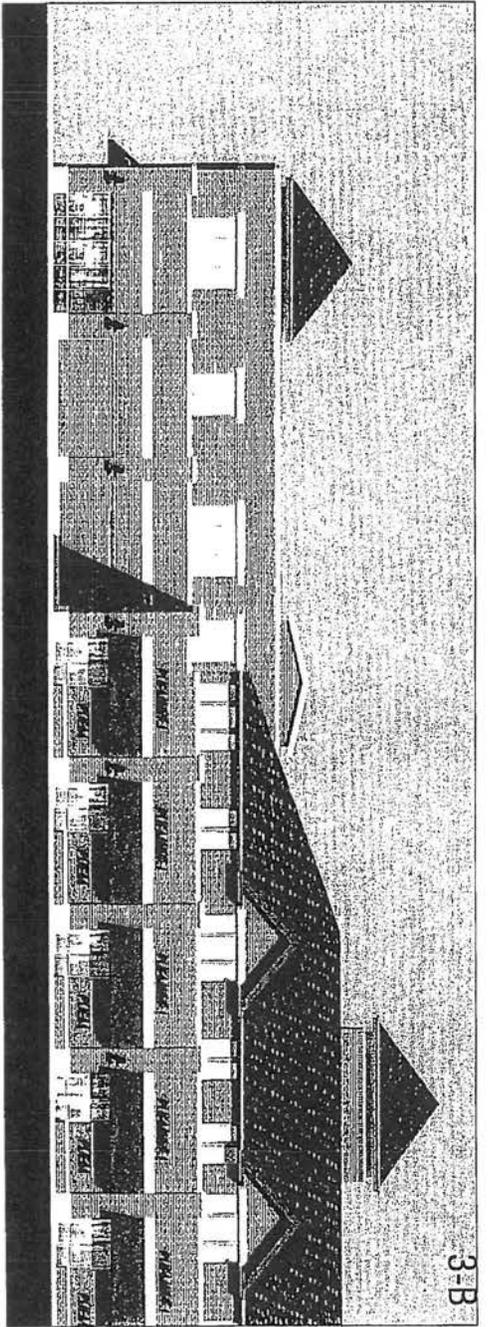
RETAIL/RESIDENTIAL BUILDING ELEVATIONS
BARTLETT TOWN CENTER
Bartlett Town Center, LLC.

06/25/03

ISSUE FOR PD

0 8'-0" 16'-0"

SK-018

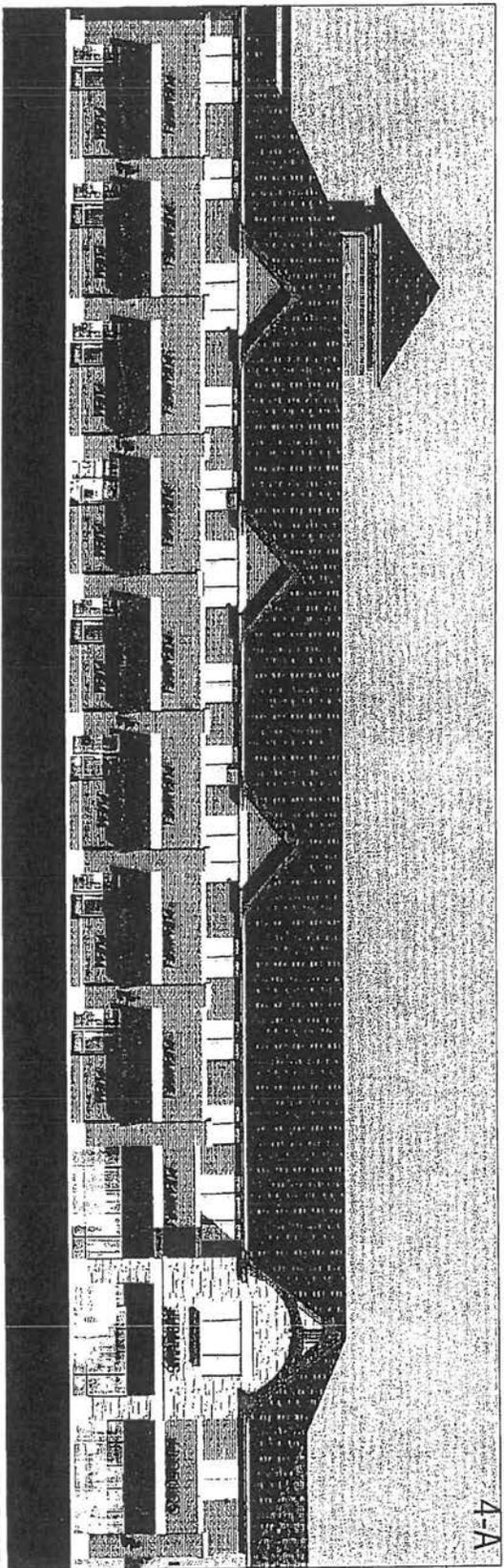
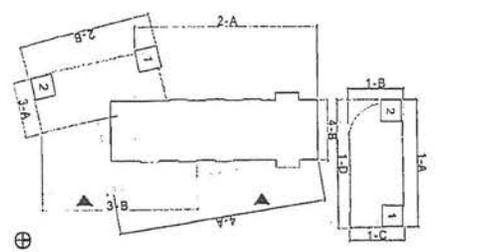


T/TOWER 1
+/-54'-0" ⊕

T/ROOF
+40'-2" ⊕

SECOND FL.
+17'-0" ⊕

FIRST FL.
+0'-0" ⊕

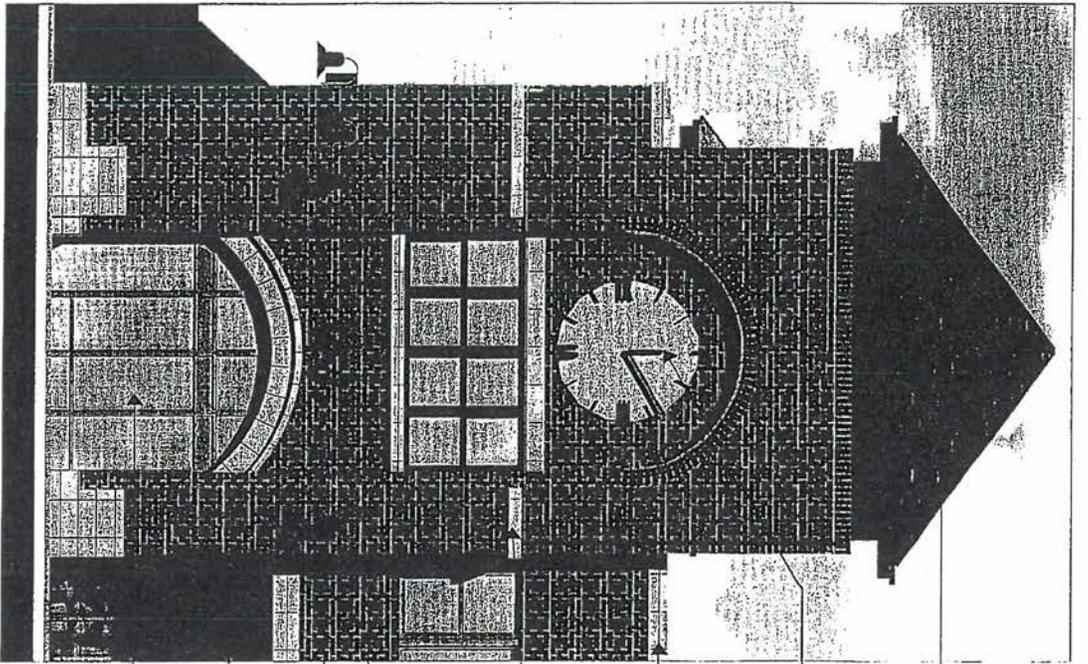


T/TOWER 1
+/-54'-0" ⊕

T/ROOF
+40'-2" ⊕

SECOND FL.
+17'-0" ⊕

FIRST FL.
+0'-0" ⊕



ARCHITECTURAL GRADE SYNTHETIC "SLATE STYLE" ROOF

CLOCK DIAL WITH INDIVIDUAL ROMAN NUMERALS AND PLAN MARKERS, ALUMINIUM HANDS

CAST STONE COPING

CAST STONE DETAILING, TYP

FACE BRICK, TYP

WALL MOUNTED DECORATIVE LIGHT

SOLID COLOR CANVAS AWNING

ALUMINIUM AND GLASS STOREFRONT

RECEIVED
COMMUNITY DEVELOPMENT
WILL RISE OF
AUG 14 2003
BARTLETT

SCB

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ELEVATIONS DETAIL
BARTLETT TOWN CENTER
Bartlett Town Center, LLC.

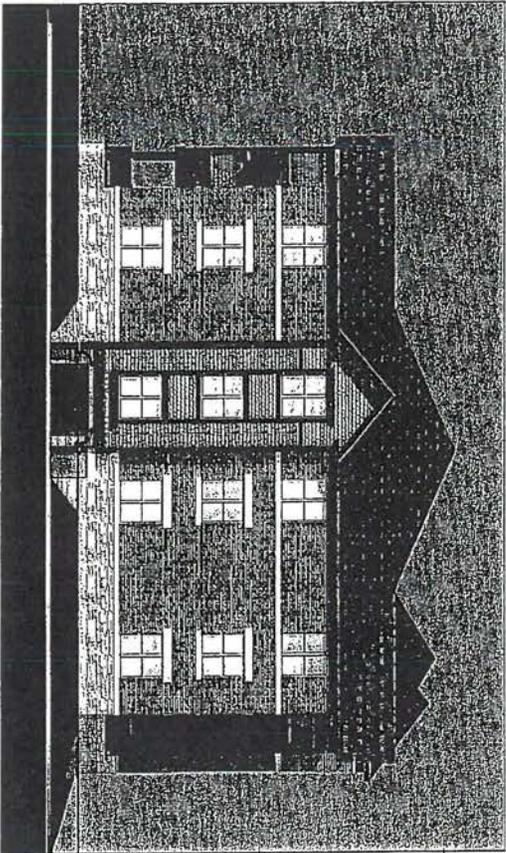
09/28/03

SCALE: 1/80

⊕ SK-019

ISSUE FOR PD

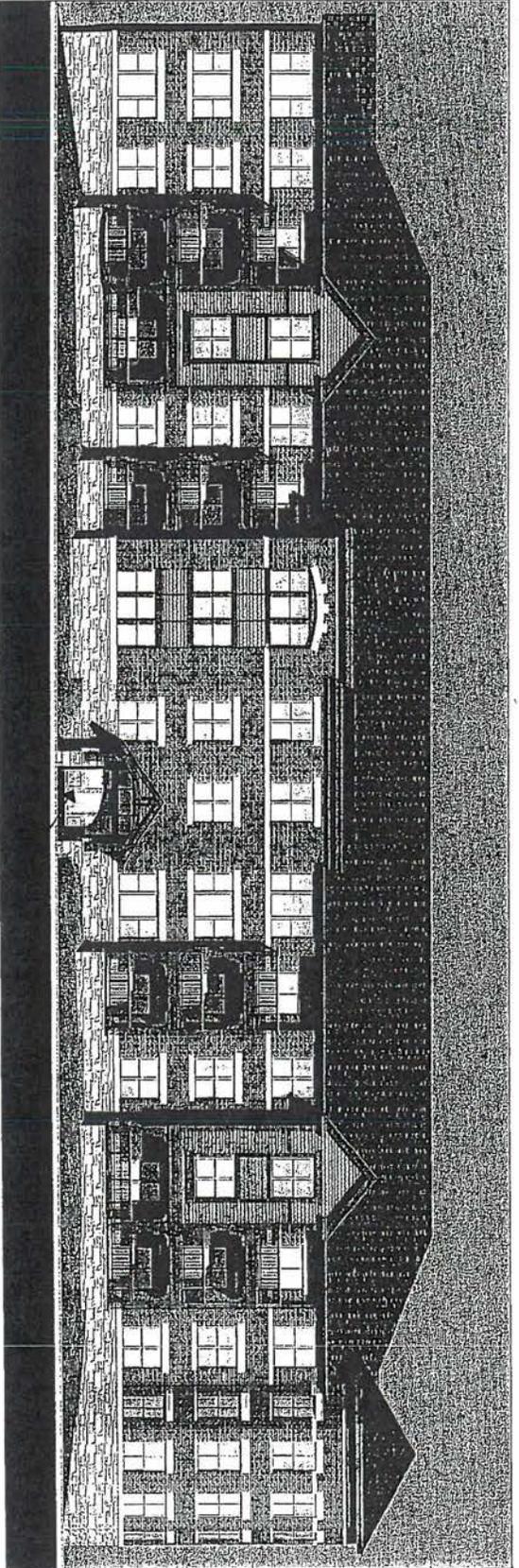
SCB



THROOF +7'-50"-0"
 THIRD FL. +2'-11"-8"
 SECOND FL. +10'-10"-0"
 FIRST FL. +0'-0"
 GARAGE -10'-7 1/2"

GARAGE DOOR ENTRANCE

RESIDENTIAL ENTRANCE



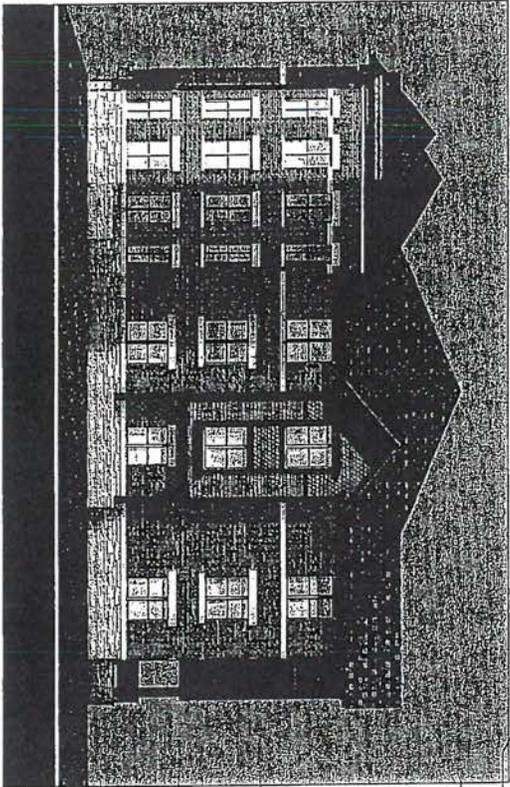
THROOF +7'-50"-0"
 THIRD FL. +2'-11"-8"
 SECOND FL. +10'-10"-0"
 FIRST FL. +0'-0"
 ENTRY VEST. -7'-11"-2"

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 AUG 14 2003
 VILLAGE OF
 BARTLETT

RESIDENTIAL BLDG.- FRONT & SIDE ELEVATIONS 02/25/03
 BARTLETT TOWN CENTER
 Bartlett Town Center, LLC.

ISSUE FOR PD

0 8'-0" 16'-0"
 SK-007



7/ROOF
 +7'-50'-0"

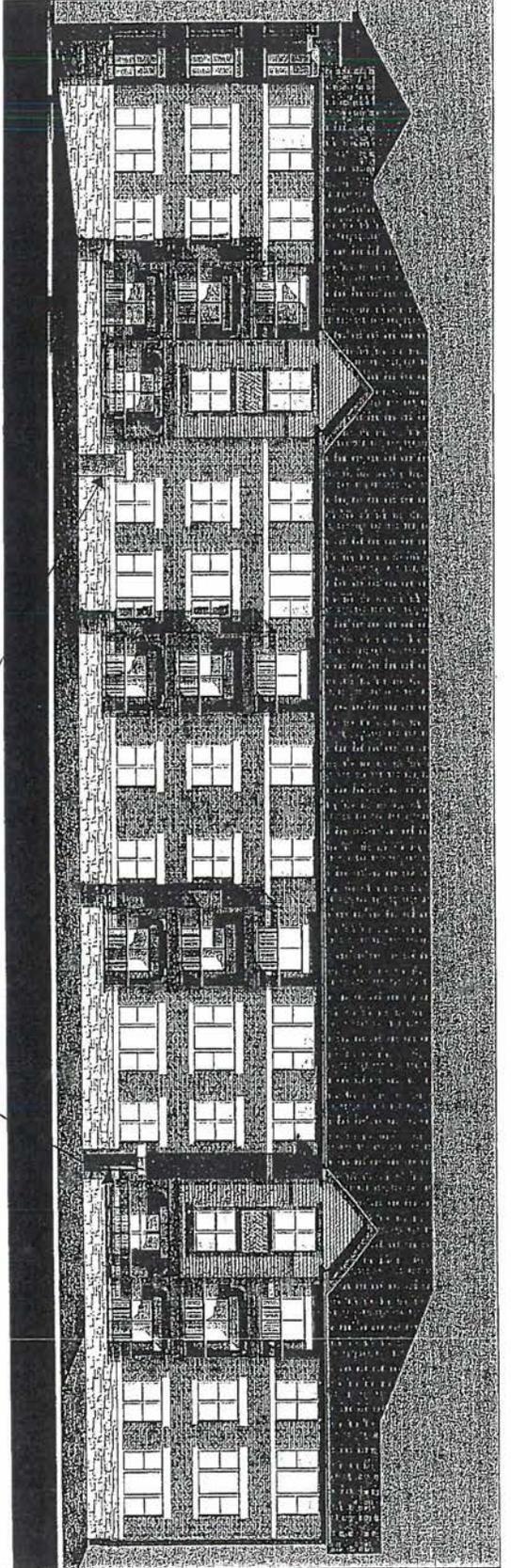
THIRD FL.
 +21'-8"

SECOND FL.
 +10'-10"

FIRST FL.
 +0'-0"

GARAGE
 -10'-7 1/2"

EXIT DOOR



7/ROOF
 +7'-50'-0"

THIRD FL.
 +21'-8"

SECOND FL.
 +10'-10"

FIRST FL.
 +0'-0"

GARAGE
 -10'-7 1/2"

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RESIDENTIAL BLDG. - REAR & SIDE ELEVATIONS
 BARTLETT TOWN CENTER
 Bartlett Town Center, LLC.

08/26/03

ISSUE FOR PD

0 8'-0" 16'-0"

SK-008

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 VILLAGE CH.
 BARTLETT

SCB

ELEVATION DETAIL
BARTLETT TOWN CENTER
Bartlett Town Center, LLC.

06/29/03

SK-009

ISSUE FOR PD

0 4'-0" 8'-0"

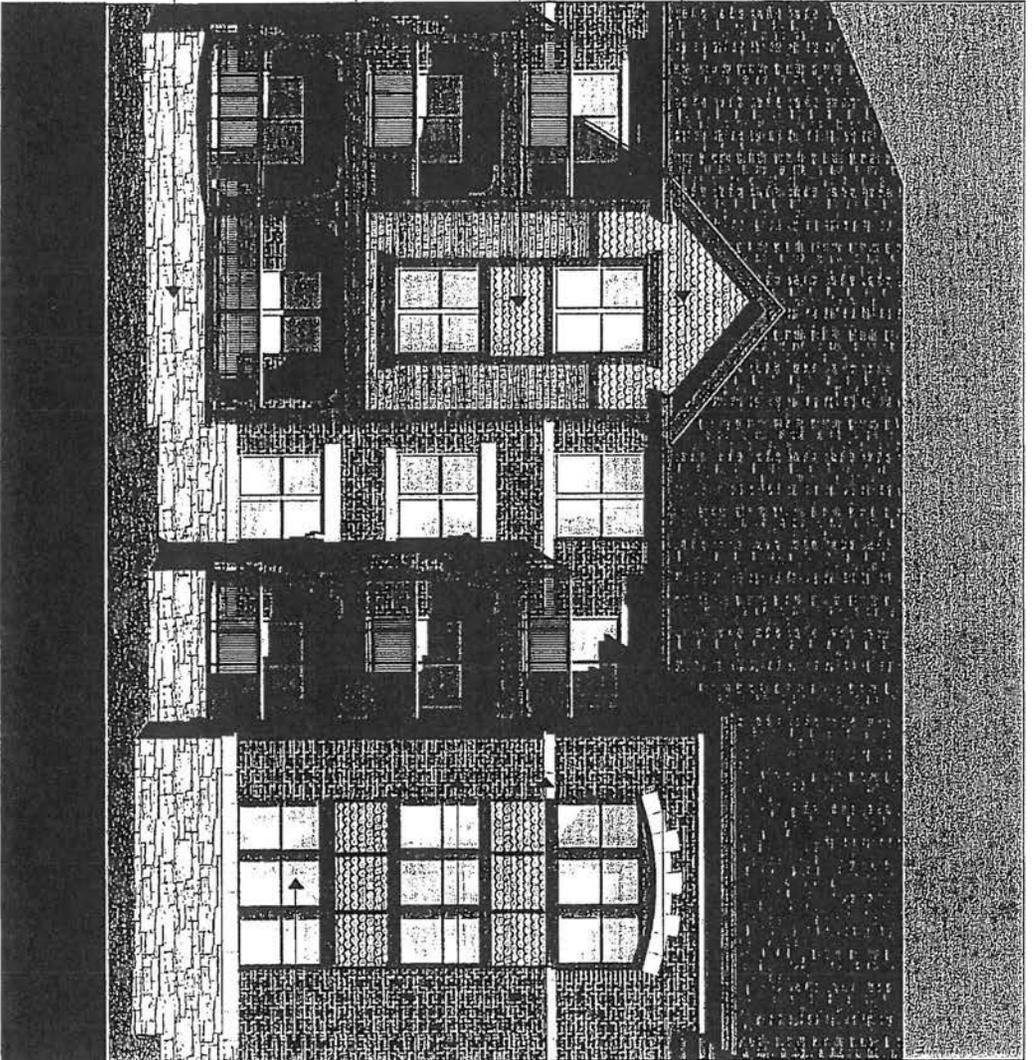
STONE VENEER, TYP: _____

STAINED WOOD PORCHES &
TRIM, TYP: _____

STAINED WOOD SHINGLE SIDING PANELS-
PATTERN STYLE 2 _____

STAINED WOOD SHINGLE SIDING PANELS-
PATTERN STYLE 1 _____

ASPHALT SHINGLES, TYP: _____



ARCHITECTURAL QUALITY SYNTHETIC "SLATE
STYLE" ROOFING

PAINTED METAL FASCIA, GUTTERS & SOFFIT, TYP

CAST STONE LIMESTONE BANDING, TYP

FACE BRICK, TYP

CLAD WOOD WINDOWS W/ TINTED INSULATING
GLASS

RECEIVED
COMMUNITY DEVELOPMENT
AUG 14 2003
VILLAGE OF
BARTLETT

EXHIBIT "E-8"

**MODIFICATIONS TO BARTLETT ZONING AND
SUBDIVISION AND PUD ORDINANCES**

1. The minimum site of ten (10) acres required for residential planned unit developments and minimum site of one acre for nonresidential planned unit developments, and the requirement that the site be under single ownership or unified control shall not be applicable to the Downtown Center PUD.
2. If Parcel 1 of this development were zoned B-1 Village Center District, the most similar zoning district under the Bartlett Zoning Ordinance, it would require 233 parking spaces for the retail center 161 parking spaces as depicted on the Preliminary Final PUD Plan, are being provided and are approved for the retail component of the Downtown Center PUD.
3. If Parcels 1B, 2, 3, 4 and 5 of this development were zoned SR-5 Low Density Multiple Family Residence District, the most similar zoning district under the Bartlett Zoning Ordinance, 240 parking spaces would be required for the residential condominium buildings. 173 garage spaces as depicted on the Preliminary Final Downtown Center PUD Plan are being provided and are approved for the residential component of the Downtown Planned Unit Development.
4. In lieu of a minimum 8 foot wide landscape buffer with a 6 foot high fence between commercial and residential zoned property, a buffer area 2 feet, 9 inches in width is being provided at the southeast corner of the retail center (adjacent to the apartments), and a buffer area approximately 4 feet in width is being provided along the east property line (adjacent to the proposed condos) as depicted on the Preliminary Final Downtown Center PUD Plan, and said buffers are approved without the requirement of a fence thereon.
5. In lieu of the required minimum 7 foot width parking islands, two parking islands 4 foot, 10 inches in width measured from back of curb to back of curb are approved.
6. In lieu of the requirement of a 4 foot planting area around all nonresidential buildings, large planters adjacent to the store fronts, distributed along the perimeter of the retail buildings, and fenced gardens planted periodically along walkways, as depicted on the Preliminary and Final PUD Plan meet the intent of the Landscape Ordinance and are approved.

EXHIBIT "E-9"

**LIST OF PREFERRED, PERMITTED, SPECIAL
AND PROHIBITED USES ON PARCEL 1 (DOWNTOWN CENTER PUD)
PURSUANT TO THE BARTLETT ZONING ORDINANCE**

A. PREFERRED USES:

The following are preferred uses for the Downtown Center PUD:

Sit down restaurants
Children's shop
Wine shop/Gourmet foods
Ice cream shop
Coffee shop
Home Furnishings and Accessories
Jewelry store
Pottery Bar/Children's activities
Camera shop/film processing
Women and men's clothing store
Art Gallery
Bookstore
Shoe stand
News stand/video store
Spa
ATM
Antique store

B. PERMITTED USES:

The following are Permitted Uses for Downtown Center PUD:

1. Preferred Uses listed above;
2. Permitted Uses in B-1 Village Center District set forth in Section 10-6A-3 of the Zoning Ordinance except as limited under subsection B4 below;
3. Permitted Uses in B-2 Local Convenience Shopping Center District set forth in Section 10-6B-3 of the Zoning Ordinance, except as limited under subsection B4 below;
4. Notwithstanding anything to the contrary in the Bartlett Zoning Ordinance, the following uses shall not be Permitted Uses:
 - a. The uses listed as prohibited uses in the Restrictive Covenant appended to the Real Estate Purchase and Redevelopment Agreement as Exhibit F; and
 - b. The following uses, which shall be classified as special or prohibited uses below: Liquor stores (excluding wine shops), Credit Union offices; Currency exchanges, Savings and Loan Institutions without drive-in facilities, Telegraph offices; Indoor

sales and service of lawnmowers and garden implements and supplies, Laundries, Launderettes, self service only.

5. Notwithstanding anything to the contrary in the Zoning Ordinance, the following Permitted Uses are restricted as indicated in the Downtown Center PUD:

- a. All Administrative and Professional Offices shall be limited to the second floor of the retail/office building on Parcel 1A.
- b. Food service businesses shall require the joint approval of the Commercial Developer and the Village Corporate Authorities.

C. SPECIAL USES:

Subject to the issuance of a special use permit in accordance with the provisions of Title 13 of the Bartlett Zoning Ordinance, the following shall be Special Uses for the Downtown Center PUD:

1. Special Uses in the B-1 Village Center District set forth in Section 10-6A-4 of the Zoning Ordinance; except as limited under subsection C3 below;

2. Special Uses in the B-2 Local Convenience Shopping District set forth in Section 1-6B-4 of the Zoning Ordinance, except as limited under subsection C3 below;

3. Notwithstanding anything to the contrary in the Bartlett Zoning Ordinance, the following uses are not Special Uses:

- a. Those prohibited uses contained in the Restrictive Covenants appended to the Real Estate Purchase and Redevelopment Agreement as Exhibit F;
- b. The following uses: Automobile service stations, Drive-in financial institutions, Game rooms as defined in and subject to the additional regulations imposed by the Bartlett Game Room Licensing Ordinance No. 82-16, Public Works facilities, Social or fraternal association meeting places; Liquor stores (excluding wine shops), Police and Fire stations, and Public Utilities.

D. PROHIBITED USES:

The following shall be Prohibited Uses for the Downtown Center PUD:

1. Prohibited Uses in the B-1 Village Center District set forth in Section 10-6A-6 of the Zoning Ordinance;

2. Prohibited Uses in the B-2 Local Convenience Shopping District set forth in Section 10-6B-6 of the Zoning Ordinance;

3. Prohibited Uses listed in the Restrictive Covenants appended to the Real Estate Purchase and Redevelopment Agreement as Exhibit F; and

4. Notwithstanding anything to the contrary in the Bartlett Zoning Ordinance , the following uses shall be Prohibited Uses:

Banks
Convenience stores
Credit Union Offices
Currency exchanges
Drive-in financial institutions
Game rooms
Indoor sales and service of lawn mowers and garden implements and supplies
Laundries
Launderettes, self service only
Public Works facilities
Savings and Loan institutions without drive-up facilities
Senior citizen housing
Social or fraternal association meeting places
Telegraph offices

ORDINANCE 2005 - 124

**AN ORDINANCE APPROVING AN AMENDMENT
TO THE TOWN CENTER PLANNED UNIT DEVELOPMENT**

WHEREAS, the Bartlett Town Center LLC filed a petition with the Village for an amendment to the Town Center Planned Unit Development (the "Town Center PUD") to revise the floor plans and elevations of Buildings 3, 4 and 5 to allow for the addition of nine (9) one-bedroom condos; and

WHEREAS, on November 10, 2005 the Bartlett Plan Commission conducted a public hearing on the Petitioner's request and forwarded its findings of fact and recommendations for approval to the Corporate Authorities as required by the provisions of the Bartlett Zoning Ordinance;

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: That the Corporate Authorities hereby make the following findings of fact with respect to the petition for an amendment to the Planned Unit Development:

- i. That the proposed Planned Unit Development Amendment is desirable to provide facilities which are in the interest of public convenience and will contribute to the general welfare of the community;
- ii. That the Planned Unit Development Amendment will not under the circumstances of each 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 values or improvements in the vicinity;
- iii. That the Planned Unit Development Amendment shall conform to the regulations and conditions specified in the Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

event of a conflict between this Ordinance, the Codes and Ordinances of the Village and the Redevelopment Agreement, the Redevelopment Agreement shall control

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 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:

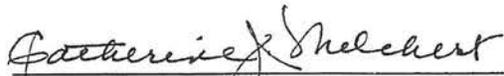
AYES: Trustee Airdo, Arends, Bormann, Floyd, Kavouris and Nolan

NAYS: None

ABSENT: None

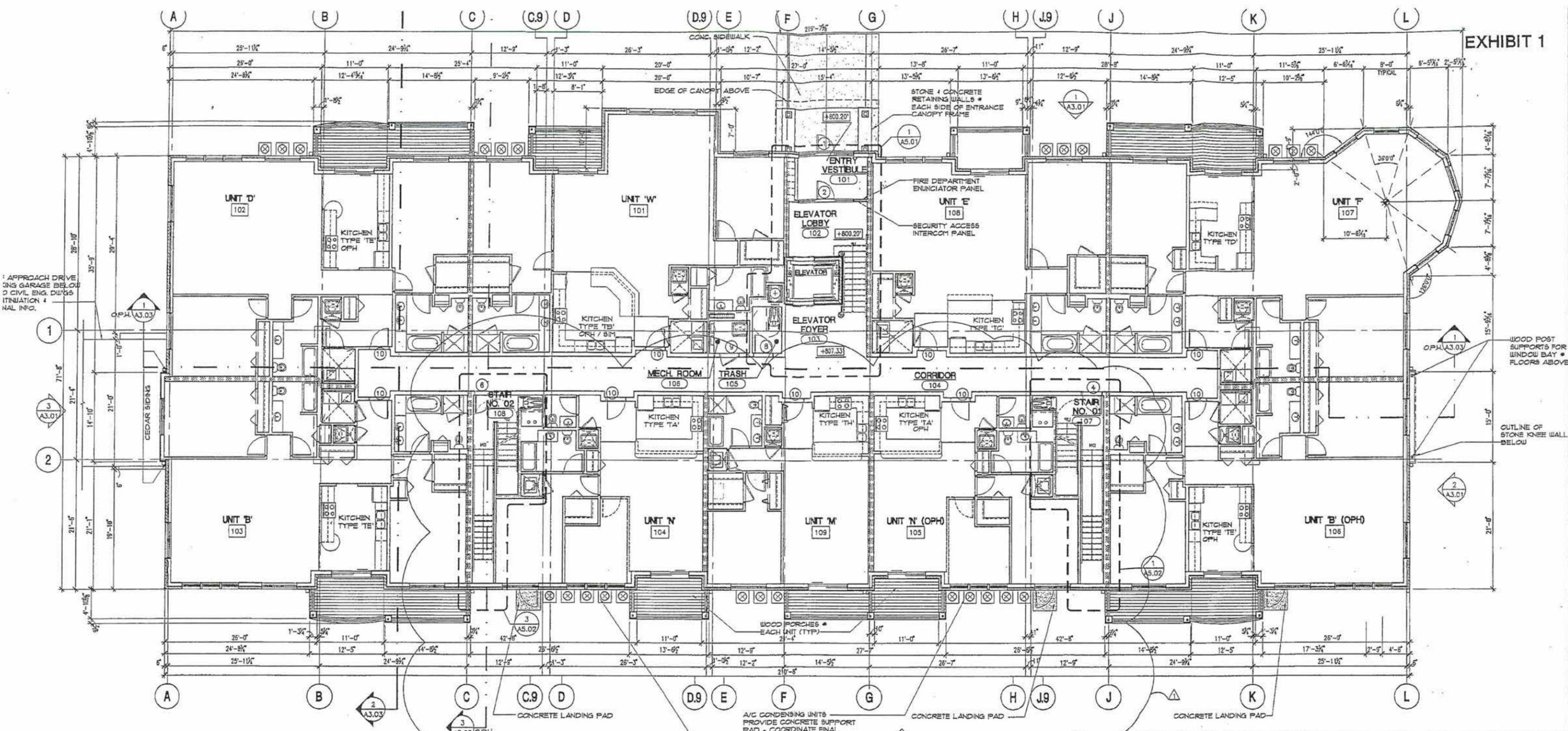
PASSED: This 6th day of December, 2005

APPROVED: This 6th day of December, 2005


Catherine J. Melchert, Village President

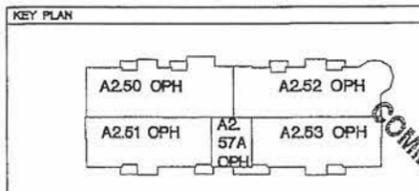
ATTEST:


Linda Gallien, Village Clerk

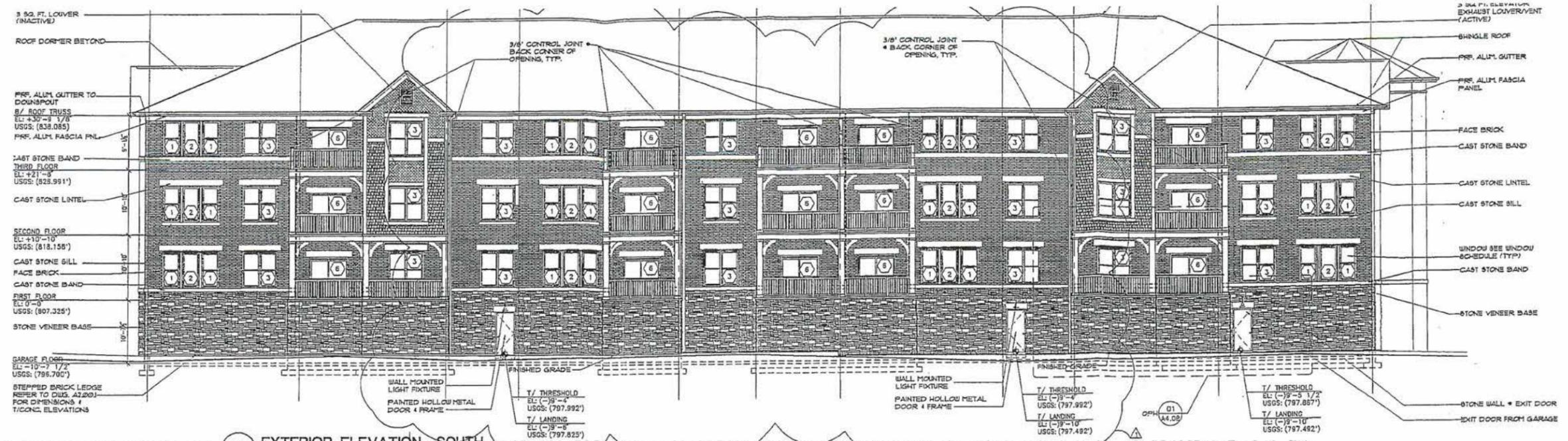


1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

- GENERAL NOTES:**
1. WIRE SHELF & RODS IN ALL CLOSETS
 2. (3) WIRE SHELVES IN ALL PANTRIES & LINEN CLOSETS.
 3. USE WATER RESISTANT GYP. BOARD AT ALL BATHROOMS. USE 5/8" GYP. BOARD FOR THE CEILINGS. USE 5/8" WATER RESISTANT GYP. BOARD BEHIND ALL TILED AND PREFORMED SHOWER & BATH TUB SURROUNDINGS.
 4. T/FINISHED FLOOR - ENTRANCE LOBBY - 800.20'
 5. ALL CORRIDOR WALLS & TENANT DEMISING PARTITIONS SHALL BE A 1-HOUR FIRE RATED CONSTRUCTION, UNLESS NOTED OTHERWISE.
 6. REFER TO SHEET SERIES A25 FOR ENLARGED FLOOR PLANS OF EACH RESIDENTIAL UNIT.
 7. REFER TO SHEET A3.02 FOR EXTERIOR WINDOW SCHEDULE.
 8. REFER TO SHEET A45.4 FOR WINDOW DETAILS
 9. REFER TO SHEET SERIES A6 FOR BATH AND KITCHEN TYPES.
 10. BATHROOM DIMENSIONS INCLUDE ADDITIONAL LAYERS OF GYPSUM BOARD AT THE TUB FLANGE.
 11. REFER TO SHEET SERIES A1 FOR REFLECTED CEILING PLANS AND LIGHTING LAYOUTS.
 12. REFER TO SHEET A8.01 & A8.02 FOR PARTITION TYPES AND DETAILS.
 13. REFER TO SHEET A8.03 FOR DOOR, ROOM, EXTERIOR BUILDING MATERIALS & FINISHES SCHEDULES.
 14. VENT DRYER TO OUTSIDE THROUGH EXTERIOR WALL. LOCATE VENTS UNDER PORCH/DECK ABOVE & CONCEAL AWAY FROM VIEW.
 15. PROVIDE UNIVERSALS SIGN AT ACCESSIBLE DOORS AND DIRECTIONAL SIGNS AT NON-ACCESSIBLE DOORS.
 16. ALL WALL TYPES 2X4 STUDS W/ 1/2" GYP BD EASIDE UOIN
 17. CONFIRM LOCATION OF BEARING STUDS WITHIN PARTITIONS WITH TRUS-JOIST SHOP DRAWINGS.

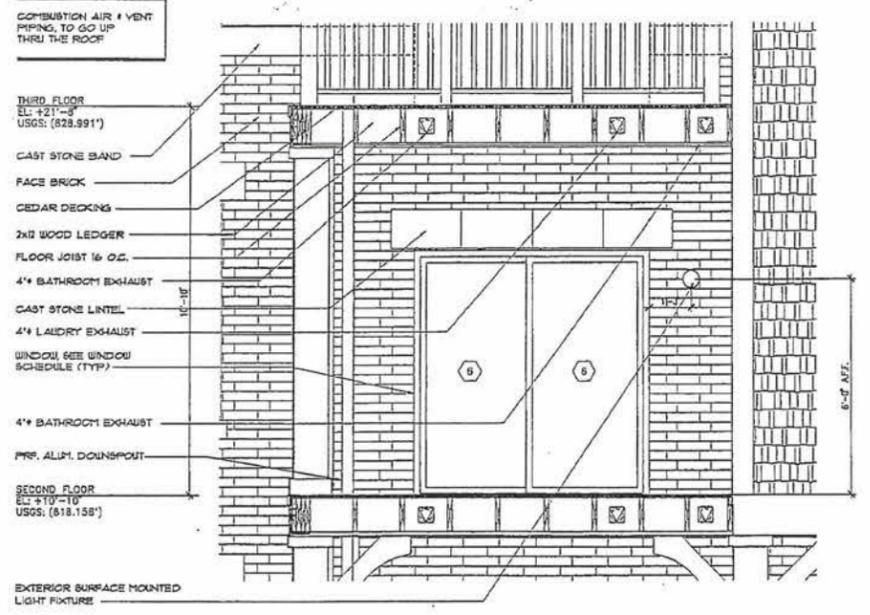


RECEIVED
OCT 12 2006
VILLAGE DEVELOPMENT
BAP



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

EXHIBIT 3



2 PARTIAL ELEVATION/SECTION
SCALE: 1/2" = 1'-0"

NOTES:
1. SPOT ELEVATIONS SHOWN REFERENCE TOP OF FINISHED GRADE - REFER TO CIVIL ENGINEERING DRAWINGS FOR ADDITIONAL INFORMATION.
2. REFER TO DRAWING A2.20.1 FOR TOP OF BRICK LEDGE & FOUNDATION WALL ELEVATIONS AND DIMENSIONS.
3. ALL CAST STONE OR LIMESTONE JOINTS TO BE CALKED WITH SEALANT.

Window Schedule											
ABBREVIATIONS											
AL - Aluminum					FX - Fixed						
AW - Awning					HP - Hopper						
CM - Casement					SL - Sliding						
DH - Double Hung					VC - Vinyl Clad						
FF - Factory Finish					WD - Wood						
NO.	TYPE	DOOR	ROUGH OPENING		NATURAL LIGHT	NATURAL VENT	DETAILS (DWG. A4.51)			REMARKS	
		MATERIAL	FINISH	WIDTH	HEIGHT	S.F.	S.F.	HEAD	JAMB	SILL	
1	DH	WD	VC	3'-0"	6'-1 5/8"	12.28	9.55	H4	J4	S4	TILT - ONE WIDE
2	FX	WD	VC	3'-0"	6'-1 5/8"	12.82		H4	J4	S4	TILT - PICTURE CENTER
3	DH	WD	VC	6'-0"	6'-1 5/8"	24.56	13.3	H4	J4	S4	TILT - TWO WIDE; MULLED
4	DH	WD	VC	4'-0"	6'-1 5/8"	14.1	8.54	H4	J4	S4	TILT - TWO WIDE; MULLED
5	DH	WD	VC	3'-6"	6'-0"	14.8	7.79	H4	J4	S4	TILT - ONE WIDE
6	SL	WD	VC	6'-6 1/2"	6'-10"	35.9	17.6	H4	J4	S4	VISIONS 2000 SERIES

GENERAL NOTES:
1. ALL INTERIOR AND EXTERIOR GLAZED PANELS, SUBJECT TO HUMAN IMPACT NOT IN A HAZARDOUS IMPACT LOCATION, SHALL BE GUARDED OR PROVIDED WITH SAFETY GLAZING, EXCEPT THAT GLAZED PANELS WITH A SILL HEIGHT OF 2 FEET OR MORE.
2. WINDOW SIZES AND DIMENSIONS ARE BASED ON WEATHERSHIELD® "PROGHELDO" SERIES AND ARE TO BE MANUFACTURED WITH LOW-E CLEAR INSULATED GLAZING UNITS.

RCB Architecture Planning Interior Design
825 North McJann Avenue
Suite 800
Channah, Illinois 61821



10/03/2006 REVISED FOR PD APPLICATION

BARTLETT TOWN CENTER
RESIDENTIAL BUILDING #03

RECEIVED
COMMUNITY DEVELOPMENT
OCT 12 2006
VILLAGE

BUILDING ELEVATIONS

Scale: 1/8" = 1'-0"
Drawn By: KK

Sheet Number: A200



Agenda Item Executive Summary

Item Name Amending Title 3: Landlord and Tenant Regulations Committee or Board Committee

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Cook County passed the attached Residential Tenant Landlord Ordinance (RTLO) in January 2021 and is requiring all municipalities in Cook County to either adopt the ordinance or adopt their own municipal ordinance. The Village Attorney has drafted the proposed attached ordinance that states the village currently follows and enforces all federal and state regulations and the rights, obligations and remedies of both the tenant and landlord in the rental of dwelling units sufficiently protect the public health, safety, and welfare of tenants and landlords within the village.

Staff believes that because Bartlett is located in three counties and we are currently enforcing all applicable codes, a municipal ordinance that is consistent among all three counties would provide a greater benefit to the village.

ATTACHMENTS (PLEASE LIST)

Memo from the Village Attorney, proposed Bartlett Landlord and Tenant Regulations Ordinance, Cook County RTLO

ACTION REQUESTED

- For Discussion only- To review and forward to the Village Board for a final vote.
- Resolution
- Ordinance
- Motion

Staff: Roberta Grill, Planning and Development Services
 Director on behalf of Bryan Mraz

Date: 6/8/2021

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

TO: President and Board of Trustees of the Village of Bartlett
Paula Schumacher, Village Administrator

FROM: Bryan E. Mraz

DATE: June 7, 2021

RE: Cook County Residential Tenant and Landlord Ordinance
(the "Cook Landlord/Tenant Ordinance")

Attached is a copy of the above referenced ordinance that was recently adopted by the Cook County Board of Commissioners and became effective on June 1, 2021.

It purports to be applicable to all rental properties in Cook County, including such rental properties within the corporate limits of municipalities. Not surprisingly, it is very tenant friendly and many in the real estate industry see it as overly burdensome. Since Bartlett is in three counties, it would create difference rules of rental properties in the Cook, DuPage and Kane County portions of the Village.

It is my legal opinion that the Cook Landlord/Tenant Ordinance goes well beyond Cook County's home rule authority; however, rather than challenge the Cook Landlord/Tenant Ordinance in court, a better option is to take advantage of the opt out provision in that ordinance by adopting Village of Bartlett landlord/tenant regulations.

The applicable provisions in the Cook Landlord/Tenant Ordinance set forth in Section 42-801C. states as follows:

"This Ordinance is subject to the home rule as established by the Constitution of the State of Illinois Article VII Section 6. Powers of Home Rule Units. This Ordinance regulates all residential buildings and structures that exist or are erected, constructed, altered, demolished, or relocated within the boundaries of Cook County, excluding those cities, villages, and incorporated towns that maintain

promulgated regulations that establish both the rights and obligations of both the tenant and the landlord in the rental of dwelling units. The regulations must contain specific language defining and regulating the relationship between the tenant and landlord, policies protecting and promoting the public health, safety, and welfare of tenants, and remedies under a rental agreement in order to be excluded from this Ordinance.” [emphasis added]

Aside from the obvious overreaching on the part of Cook County in this area, existing state law as set forth in the Forcible Entry and Detainer Act and Illinois case law, in my opinion, “establish the rights and obligations of the tenant and the landlord. . .” and protect and promote “the public health, safety and welfare of tenants and provide . . . remedies under a rental agreement.”

Accordingly, I propose the attached Residential Landlord and Tenant Regulations for the Village of Bartlett.

**VILLAGE OF BARTLETT
COOK, DuPAGE AND KANE COUNTIES, ILLINOIS**

ORDINANCE NO. 2021- _____

**AN ORDINANCE AMENDING TITLE 3 OF THE BARTLETT MUNICIPAL
CODE ESTABLISHING LANDLORD AND TENANT REGULATIONS**

**ADOPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF BARTLETT, COOK, DuPAGE AND KANE COUNTIES, ILLINOIS
THIS _____ DAY OF _____, 2021**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE VILLAGE PRESIDENT
AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT,
COOK, DuPAGE AND KANE COUNTIES, ILLINOIS
AS PROVIDED BY LAW THIS _____ DAY OF _____, 2021**

ORDINANCE NO. 2021- _____

**AN ORDINANCE AMENDING TITLE 3 OF THE BARTLETT MUNICIPAL
CODE ESTABLISHING LANDLORD AND TENANT REGULATIONS**

WHEREAS, the Village of Bartlett ("**Village**") is an Illinois home rule municipal corporation organized and operating pursuant to Article VII of the Illinois Constitution of 1970, and has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII Section 6 of the Illinois Constitution of 1970; and

WHEREAS, on January 28, 2021, the Cook County Board of Commissioners adopted Ordinance 20-3562, which regulates and determines the rights, obligations, and remedies under a rental agreement for dwelling units within Cook County (the "**Cook County Ordinance**"); and

WHEREAS, the Village finds that the Cook County Ordinance places an undue burden on landlords and tenants within the Village given the current rights of landlords and tenants available under federal and state law; and

WHEREAS, the Village finds that a consistent set of regulations governing the rights, obligations, and remedies of landlords and tenants within the Village is necessary given the Village's location within Cook County, DuPage County, and Kane County; and

WHEREAS, the Village finds that existing state and federal laws regulating the rights, obligations, and remedies of both the tenant and landlord in the rental of dwelling units sufficiently protect the public health, safety, and welfare of tenants and landlords within the Village; and

WHEREAS, Article VII Section 6(c) of the Illinois Constitution provides that if a home rule county ordinance conflicts with an ordinance of a municipality, the municipal ordinance will prevail within the municipality's jurisdiction; and

WHEREAS, the regulation of the rights, obligations, and remedies of landlords and tenants under rental agreements for dwelling units with the Village is a matter pertaining to the Village's government and affairs; and

WHEREAS, pursuant to its home rule powers, the Village finds it in the best interest of the Village and its residents to amend the Bartlett Municipal Code to clearly define the regulations that establish the rights, obligations, and remedies of tenants and landlords under rental agreements for dwelling units within the Village.

NOW, THEREFORE, BE IT ORDAINED by the Village Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, pursuant to its home rule authority provided under Article VII of the Illinois Constitution of 1970 as follows:

SECTION ONE: The Recitals set forth above are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section One.

SECTION TWO: Title 3, entitled "Business and License Regulations," of the Bartlett Municipal Code is hereby amended by adding a new Chapter 34 to read as follows:

"CHAPTER 34. APPLICABILITY OF FEDERAL AND STATE REGULATIONS TO RESIDENTIAL RENTAL AGREEMENTS

3-34-1: Residential Landlord and Tenant Regulations

- A. Landlords and tenants shall comply with all applicable federal and/or state laws and regulations as such laws and regulations may exist from time to time with regard to the rights, obligations, and remedies of tenants and landlords under rental agreements for dwelling units within the Village.
- B. No additional regulations regarding the rights, obligations, or remedies of landlords and tenants under rental agreements for dwelling units shall apply within the Village, including, without limitation, any additional rights, obligations, or remedies adopted by the Cook County Board of Commissioners, except those required by federal and/or state laws and regulations as such laws and regulations may exist from time to time.
- C. For the purposes of this Section, the term "landlord" means the owner, agent, lessor, sublessor, or the successor in interest of any of them of a dwelling unit or the building of which it is a part, "tenant" means a person entitled, by written or oral agreement, subtenancy approved by the landlord, or by sufferance, to occupy a dwelling unit to the exclusion of others, and "rental agreement" means a written or oral agreement embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises."

SECTION THREE: 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 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 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 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 2021-_____ enacted on _____, 2021, and approved on _____, 2021, and published in pamphlet form on _____, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

COOK COUNTY ORDINANCE

PROPOSED SUBSTITUTE TO FILE 20-3562

(Issued 1/25/2021 @ 3:00 pm – This substitute replaces all previous versions)

(Zoning and Building Committee 1/26/2021)

Sponsored by: SCOTT R. BRITTON, KEVIN B. MORRISON, BILL LOWRY, DENNIS DEER, DEBORAH SIMS, LARRY SUFFREDIN and BRANDON JOHNSON Cook County Board of Commissioners

PROPOSED ORDINANCE

BE IT ORDAINED, by the Cook County Board of Commissioners, that Chapter 42- Human Relations, Article IV, Residential Tenant and Landlord Ordinance, Sections 42-801 through 42-816 of the Cook County Code, is hereby enacted as follows:

Chapter 42 - HUMAN RELATIONS

Article IV. - Residential Tenant and Landlord Ordinance

Sec. 42-801 - Title, Purpose & Scope

- A. This Article shall be known and may be cited as the Residential Tenant and Landlord Ordinance and shall be liberally construed and applied to promote its purposes and policies.
- B. The purpose of this Article, and the policy of the county, is to protect and promote the public health, safety, and welfare of its citizens, to establish the rights and obligations of the tenant and the landlord in the rental of dwelling units, and to encourage the tenant and the landlord to maintain and improve the quality of housing.
- C. This Article applies to, regulates, and determines rights, obligations, and remedies under a rental agreement, wherever made, for a dwelling unit located within the county. In addition, the Article applies specifically to rental agreements for dwelling units operated under subsidy programs of agencies of the United States and/or the State of Illinois, including specifically programs operated or subsidized by the Housing Authority of Cook County and/or Illinois Housing Development Authority to the extent that this Article is not in direct conflict with statutory or regulatory provisions governing such programs.
- D. This Ordinance is subject to the home rule as established by the Constitution of the State of Illinois Article VII Section 6. Powers of Home Rule Units. This Ordinance regulates all residential buildings and structures that exist or are erected, constructed, altered, demolished, or relocated within the boundaries of Cook County, excluding those cities, villages, and incorporated towns that maintain promulgated regulations that establish both the rights and obligations of both the tenant and the landlord in the rental of dwelling units. The regulations must contain specific language defining and regulating the relationship between the tenant and landlord, policies protecting and promoting the public health, safety, and welfare of tenants, and remedies under a rental agreement in order to be excluded from

this Ordinance.

E. Notice of Ordinance.

1. The Department of Human Rights and Ethics will provide a copy of this Ordinance, Chapter 42-Article IV, on its website at least 60 calendar days prior to the effective date of this Ordinance.
2. The County Clerk shall publish a copy of this Ordinance, Chapter 42-Article IV, in a newspaper of general circulation within 30 days of passage by the Cook County Board of Commissioners.

Sec. 42-802 – Exclusions

A. The following arrangements are not governed by this Article:

1. Transient occupancy in a hotel or motel;
2. Residence at a public or private medical, extended care facility, geriatric facility, convent, monastery, religious institution, temporary overnight shelter, transitional shelter, educational dormitory, or in a structure operated for the benefit of a social or fraternal organization;
3. Occupancy under a contract sale of a dwelling unit if the occupant is the purchaser;
4. Occupancy in a cooperative apartment by a shareholder of the cooperative;
5. Occupancy by an employee of a landlord whose occupancy is conditional upon employment in or about the premises;
6. Residential buildings in which occupancy is limited to six (6) units or less and which are owner-occupied;
7. A residential unit that is a single-family home, including a single condominium unit, provided that:
 - a. This is the only residential unit leased by the owner,
 - b. The owner or immediate family member has actually resided at the property for at least one (1) month in the 12 months prior to marketing the property,
 - c. The owner (not a management company) personally manages the unit, and

- d. The owner is not a corporation;
 - 8. Dwelling units in hotels, motels, inns, bed-and-breakfast establishments, rooming houses, and boardinghouses, but only until such time as the dwelling unit has been occupied by a tenant for 32 or more continuous days and tenant pays a monthly rent, exclusive of any period of wrongful occupancy contrary to agreement with an owner. No landlord shall bring an action to recover possession of such unit, or avoid renting periodically, in order to avoid the application of this Article. Any willful attempt to avoid application of this Article by an owner may be punishable by criminal or civil actions.
- B. If a residence is excluded from coverage by these exclusions, the owner shall make this exclusion known to prospective tenants in marketing materials and shall prominently state the exclusion on any application materials before the owner accepts any application fees, credit check fees, or holding fees.
 - C. The anti-lockout prohibition contained in section 42-813 applies to all dwelling units in Cook County that are otherwise excluded by paragraphs 3, 5, 6, 7, and 8 of this section.
 - D. A landlord shall not create a rental agreement in the form of an excluded agreement to avoid the application of this Article.

Sec. 42-803 – Definitions

- A. Whenever used in this Article, the following words and phrases shall have the following meanings:
 - 1. *Dwelling unit* means a structure or part of a structure that is used as a home, residence, or sleeping place by one or more persons who maintain a household together, with the common areas and all housing services, privileges, furnishings, and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities. A dwelling unit includes a mobile or manufactured home where the tenant has entered into a rental agreement to reside in the home. Where a dwelling unit is also governed by the Mobile Home Landlord and Tenant Rights Act, 765 ILCS 745 et seq. [MHLTRA], this Article shall augment and not replace the rights of both landlords and tenants as set out in the MHLTRA. Where there is a direct conflict between the provisions of this Article and the MHLTRA, this Article shall take precedent except for the following sections of the MHLTRA which shall remain as the governing provisions: Section 6-Obligation of Park Owner to Offer Written Lease; Section 8-Renewal of Lease; and Section 9.5- Abandoned or Repossessed Properties. Section 42-811 of this Article (Security Deposit) shall supersede, in its entirety, Section 18 of the MHLTRA (Security Deposit; Interest) in its entirety.

2. *Harass* or *harassing* means knowing conduct which is not necessary to accomplish a purpose reasonable under the circumstances that would cause a reasonable person emotional distress to the tenant and does cause emotional distress to another.
3. *Landlord* means the owner, agent, lessor, sublessor, or the successor in interest of any of them of a dwelling unit or the building of which it is part.
4. *Move-in fee* means the fee that a landlord charges to a tenant that is reasonably related to the landlord's cost for a tenant moving into the dwelling unit including, but not limited to, additional security costs or additional trash removal.
5. *Owner* means one or more persons, jointly or severally, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership, and a right to present use and enjoyment of the premises including a mortgagee in possession.
6. *Owner-occupied* means that the residential building, or at least a portion or one unit thereof, condominium, or cooperative, is occupied by the owner of the residential building as their principal residence.
7. *Person* means an individual, corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, or any other legal or commercial entity, unless otherwise expressly excluded.
8. *Premises* means the dwelling unit, and the structure of which it is a part, facilities and appurtenances therein, and grounds, areas, and facilities held out for the use of tenants.
9. *Rent* means all payments to be made to the landlord under the rental agreement. When it is used as a determination of damages, and the tenant has a subsidized rent, such as a Housing Choice Voucher, "rent" shall mean the full market rent, not the tenant rent based on income.
10. *Rental Agreement* or *lease* means a written or oral agreement, and any valid rules and regulations adopted pursuant to subsection 808(C), embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.
11. *Security deposit* means funds provided to a landlord to secure payment or performance of a tenant's obligations under a rental agreement, or the obligations of the tenant for its guests or pets, and the identifiable proceeds of the funds, however denominated. The term does not include rent or fees.
12. *Tenant* means a person entitled, by written or oral agreement, subtenancy approved by the landlord, or by sufferance, to occupy a dwelling unit to the exclusion of others.

13. *Written Notice* means communications in writing shared as handwritten, typed, or printed documents, mailed documents, or electronically mailed or messaged documents.

Sec. 42-804 - Rental Agreements

- A. When a landlord and a tenant enter into a rental agreement, that rental agreement shall comply with the requirements of this Article regardless of the duration of the tenancy. A landlord and tenant may include in a rental agreement any terms and conditions that are not prohibited by this Article and other rules of law, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.
- B. Any written rental agreement subject to this Article shall contain the full names of all known occupants of the dwelling unit leased or to be leased under the rental agreement. The individual occupancy of the dwelling unit shall in no case exceed the maximum occupancy permitted elsewhere in applicable building codes for that size unit.
- C. Rent is to be payable at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit at the beginning of any term of one (1) month or less and, otherwise, in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day to day.
- D. Unless otherwise agreed, when a tenant pays weekly, the tenancy shall be week to week and, in all other cases, month-to-month.
- E. Effect of an Unsigned or Undelivered Written Rental Agreement.
1. If the landlord and tenant have agreed to a written rental agreement, and the landlord fails to sign or deliver the written agreement to the tenant, the landlord's acceptance of rent, without reservation by the landlord, gives the rental agreement the same effect as if the landlord had signed and delivered the written rental agreement to the tenant.
 2. If the landlord and tenant have agreed to a written rental agreement, and the tenant fails to sign or deliver the written agreement to the landlord, the tenant's acceptance of possession and payment of rent, without reservation, gives the rental agreement the same effect as if the tenant had signed and delivered the written rental agreement to the landlord.
 3. A written rental agreement given effect by the operation of this section shall have a term of one (1) year.
- F. Prohibited Provisions. A rental agreement shall not provide that the tenant or the landlord:

1. Agrees to waive or to forego rights or remedies under this Article, Illinois state law, or federal law;
2. Authorizes a confession of judgment, or any entry of a judgment by a court without written notice or a trial, for any claim, including but not limited to debts, liabilities, damages, and obligations, arising out of the rental agreement;
3. Agrees to a waiver of: any written termination of tenancy notice or manner of service thereof provided under state law or this Article, summons, copy of complaint, petition, right to notice, motion, entry of appearance, or other documents from the court as established through judicial process in the manner provided by the Illinois Code of Civil Procedure, 735 ILCS 5/2-201, et seq., or any action, regardless of good cause or cost;
4. Agrees to a non-disparagement clause that limits any written or oral statements, remarks, or other communications, public or private, directly or indirectly, made by tenants regarding the landlord, property, management, staff, officers, directors, representatives, investors, shareholders, administrators, affiliates, employees, affiliated corporations, divisions, or subsidiaries;
5. Agrees to the limitation of any liability of the tenant or landlord arising under law or to indemnify the tenant or landlord for that liability or the costs connected therewith;
6. Agrees to waive the right of any party to a trial by jury;
7. Agrees that in the event of a lawsuit arising out of the tenancy the tenant will pay the landlord's attorney's fees except as provided for by court rules, statute or Ordinance. This paragraph shall also apply to a mobile home owner who, as a tenant, rents a manufactured home lot in a mobile home park as the terms "tenant", "manufactured home" or "mobile home," "lot," and "mobile home park," are defined or used in the Mobile Home Landlord and Tenant Rights Act, 765 ILCS 745 et seq.;
8. Agrees that either party may cancel or terminate a rental agreement at a different time or within a shorter time period than the other party, unless such provision is disclosed in a separate written notice;
9. Agrees that a tenant shall pay a charge, fee or penalty in excess of \$10.00 per month for the first \$1,000.00 in monthly rent plus five (5) percent per month for any amount in excess of \$1,000.00 in monthly rent for the late payment of rent. This paragraph shall also apply to a mobile homeowner who, as a tenant, rents a manufactured home lot in a mobile home park as the terms, "tenant", "manufactured home" or "mobile home," "lot," and "mobile home park," are defined or used in the Mobile Home Landlord and Tenant Rights Act, 765 ILCS 745 et seq.;

10. Agrees that a tenant shall receive a discount in excess of \$10.00 per month for the first \$1,000.00 in monthly rent plus five (5) percent per month for any amount in excess of \$1,000.00 in monthly rent if the tenant pays rent before a specified date or within a specified time period in the month;
 11. Agrees that a landlord may apply rent payments to a charge other than rent, including but not limited to utilities, fines, late fees or other charges;
 12. Agrees that the landlord shall not impose a fee in excess of the reasonable cost of that expense, including, but not limited to, credit-check fees and move-in fees. A landlord shall not rename a fee or charge to avoid application of this prohibition.
- G. A landlord shall not enforce a provision prohibited by section Sec. 42-804. If a landlord deliberately uses a rental agreement containing any provision known by the landlord to be prohibited, the tenant may recover actual damages or two (2) months' rent, whichever is greater.
- H. The provisions, provided in Sec. 42- 804(F), apply to new rental agreements starting on or after June 1, 2021.

Sec. 42-805 - Tenant Rights

- A. In addition to any rights provided under federal or state law, a tenant shall have the rights specified in this section under the circumstances herein set forth.
- B. Tenant right to disclosure of costs.
1. The tenant shall have the right to disclosure of utility costs. A landlord shall disclose to the tenant whether the landlord or tenant bears the responsibility for payment of the cost of a utility for the dwelling unit.
 2. In rental agreements in which the tenant pays the cost of a utility for a dwelling unit and is directly responsible to the utility company, the utility service shall be individually metered to the dwelling unit, and the landlord shall disclose to the tenant in the rental agreement the annual cost of service from the utility providing the primary service during the previous twelve (12) months, if known.
 3. In rental agreements in which the tenant pays the cost of a utility for a dwelling unit to the landlord, the landlord shall disclose to the tenant in the rental agreement the annual cost of service from the utility providing the primary service during the previous twelve (12) months. If the landlord did not own the dwelling unit during the previous 12 months or did not pay the utility costs to the utility provider on behalf of the tenant during the previous 12 months, the landlord may satisfy this requirement by providing cost of service for a similar dwelling unit, if known, or disclose to the tenant that the

utility costs are unknown to the landlord.

4. When the landlord charges a move-in fee, the landlord shall provide the tenant with an itemized list of the landlord's reasonable estimate of the costs that comprise the move-in fee and shall not charge the tenant moving into the premises for costs associated with routine maintenance and the upkeep of the premises.
- C. Tenant right to dwelling that materially complies with habitability.
1. A tenant shall have the right to a dwelling that materially complies with habitability and shall have the right to a remedy when the property is not in material compliance with habitability standards.
 2. Where the property is in a municipality that has adopted a municipal building code, the landlord and tenant may use that municipal code as reference for determining habitability standards. Where the property is in a municipality that has not adopted a municipal building code or is in unincorporated Cook County, the landlord and tenant may use the Cook County Building Code, Sec. 102-102, et seq., as reference for determining habitability standards.
 3. Habitability standards shall include, but are not limited to, any of the following circumstances:
 - a. Floors with structural integrity, in sound condition, and maintained in good repair, with the safe load-bearing requirements;
 - b. Buildings, structure, and parts of buildings with structural integrity, in sound condition, and maintained in good repair;
 - c. Appropriate number, width, construction, location, and accessibility of exits, stairway, fire escape or directional signs with structural integrity, in sound condition, and maintained in good repair;
 - d. Appropriate number, location and accessibility of smoke alarms, smoke detectors, sprinkler systems, standpipe systems, fire alarm systems, automatic fire detectors, and fire extinguishers;
 - e. Elevators with structural integrity, in sound condition, and maintained in good repair;
 - f. Flush toilet, bathroom sink, bathtub or shower, and kitchen sink with structural integrity, in sound condition, and maintained in good repair;
 - g. Heating facilities and gas-fired appliances with structural integrity, in sound condition, and maintained in good repair;
 - h. Adequate heat, cold water, and hot water in such amounts and at such levels and times as required by the local, municipal, County or state code;
 - i. Adequate hall or stairway lighting with structural integrity, in sound condition, and maintained in good repair;

- j. Foundation, exterior walls, and exterior roof with structural integrity, in sound condition, maintained in good repair, and substantially watertight and protected against rodents;
 - k. Floors, interior walls and ceilings with structural integrity, in sound condition, and maintained in good repair;
 - l. Windows, exterior doors, and basement hatchways with structural integrity, in sound condition, maintained in good repair and substantially tight with locks or security devices, including deadlatch locks, deadbolt locks, sash and ventilation locks and front door windows or peepholes;
 - m. Screens with structural integrity, in sound condition, and maintained in good repair;
 - n. Stairways or porches with structural integrity, in sound condition, and maintained in good repair;
 - o. Basement and cellar with structural integrity, in sound condition, maintained in good repair, and in a safe and sanitary condition;
 - p. Facilities, equipment and chimneys in safe with structural integrity, maintained in good repair, and in sound working condition;
 - q. Prevention against the accumulation of stagnant water;
 - r. Extermination of insects, rodents and other pests;
 - s. Adequate facilities for refuse disposal;
 - t. Prevention against the accumulation of garbage, trash, refuse, or debris;
 - u. Adequate light and ventilation with structural integrity, in sound condition, and maintained in good repair;
 - v. Plumbing facilities, piping, fixtures, appurtenances, and appliances with structural integrity, in good operating condition and maintained in sound repair;
 - w. Electrical systems, circuits, receptacles, and devices with structural integrity, in sound condition, and maintained in good repair;
 - x. Any other equipment that the landlord agrees to or is required to supply, by any applicable law, with structural integrity, in sound operating condition, and maintained in good repair;
 - y. A dwelling unit and common areas in a fit and habitable condition and in compliance with all applicable local, municipal, state, and federal regulations and guidance.
- D. Tenant right to adequate heat. From September 15 through June 1 of each year, landlords shall maintain the temperature inside a dwelling to be at least 68 degrees from 8:30 AM to 10:30 PM, and at least 66 degrees from 10:30 PM to 8:30 AM.
- E. Tenant right to exclusive possession and to be free from unlawful entry.
- 1. If the landlord fails to deliver possession of the dwelling unit to the tenant in compliance with the rental agreement, rent abates until the landlord delivers possession and the tenant may:

- a. Upon written notice to the landlord, terminate the rental agreement and, upon termination, the landlord shall return within 48 hours all security deposits; or
 - b. Demand performance of the rental agreement and, if the tenant elects, the tenant may maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the damages sustained by the tenant.
2. An aggrieved person may recover from the person withholding possession an amount not more than two (2) months' rent or twice the actual damages sustained by them, whichever is greater, and reasonable attorney's fees.
 3. If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful, but which have the effect of harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In each case, the tenant may recover an amount equal to not more than two (2) months' rent or twice the damages sustained by them, whichever is greater, and reasonable attorney's fees.
- F. One-time Tenant Right to Pay and Stay. At any time prior to the issuance of any order of possession or eviction order made pursuant to Article IX of the Illinois Code of Civil Procedure. 735 ILCS 5/9-101 et seq. the tenant has a one-time right to cure the non-payment of rent by paying the landlord unpaid rent, duly owed from the date of non-payment to the date of payment, together with all filing fees and costs paid by the landlord and all fees and costs expended by the landlord for service of process, but not including attorney fees. If the tenant so pays, then the Court shall vacate any order of possession or eviction order and dismiss the case. If the landlord refuses to provide a total amount due, the tenant may cure by making a good faith payment of the amount that the tenant believes to be due.

Sec. 42-806 - Tenant Remedies

A. Tenant remedy of withholding rent.

If the landlord is not in material compliance with the rental agreement or with section 42-805, the tenant may deliver a written notice to the landlord specifying the items of material noncompliance. The tenant may deliver this written notice at any time of month. The written notice shall indicate that the tenant will withhold rent on the next rent payment date if the landlord has not remedied the material noncompliance within 14 days after receipt of written notice. The tenant may withhold an amount of rent that reasonably reflects the reduced value of the premises. The tenant may not withhold for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

B. Tenant remedy of terminating lease.

1. If the landlord is not in material compliance with the rental agreement or with section 42-805, the tenant may deliver a written notice to the landlord specifying the items of material noncompliance. The tenant may deliver this written notice at any time of month. The written notice shall indicate that the tenant will terminate the rental agreement and vacate the property if the landlord has not remedied the material noncompliance within 14 days after receipt of written notice. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent. If the tenant does not vacate the property within one (1) month after the expiration of the 14 day period or the end of the next rental period, whichever is longer, then the tenant's written notice shall be deemed withdrawn and the rental agreement shall remain in full force and effect. If the rental agreement is terminated, the landlord shall return the security deposit immediately upon the tenant tendering possession.

C. Tenant remedy of right to file affirmative action.

1. If the landlord is not in material compliance with the rental agreement or with section 42-805, the tenant may recover damages and obtain injunctive relief for any material noncompliance by the landlord with the rental agreement or with section 42-805. The landlord shall have an affirmative defense to this action that the condition was caused by a deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

D. Tenant remedy for denial of essential services.

1. If the landlord fails to supply heat, running water, hot water, electricity, gas, or plumbing that the rental agreement requires the landlord to provide, or internet access if the rental agreement requires the landlord to provide, the tenant shall deliver a written notice to the landlord specifying the service to be restored. If the landlord fails to correct the condition within 24 hours after being notified by the tenant, the tenant may:
 - a. Withhold from the monthly rent an amount that reasonably reflects the reduced value of the premises due to the material noncompliance or failure; or
 - b. Procure reasonable amounts of heat, running water, hot water, electricity, gas or plumbing service and, upon presentation to the landlord of paid receipts, deduct the cost from their rent; or

- c. Recover damages based upon the diminution in the fair rental value of the dwelling unit and reasonable attorney fees; or
 - d. Procure substitute housing, in which case the tenant is excused from paying rent for the period of noncompliance. The tenant may recover the cost of reasonable value of the substitute housing up to an amount equal to the monthly rent and reasonable fees.
2. In addition, the tenant may terminate the rental agreement by written notice to the landlord if the landlord fails to supply heat, running water, hot water, electricity, gas, or plumbing that the rental agreement requires the landlord to provide, or internet access if the rental agreement requires the landlord to provide, for more than 72 hours after the tenant has notified the landlord. If the rental agreement is terminated, the landlord shall return all security deposits thereon and the tenant shall deliver possession of the dwelling unit to the landlord within 30 days after the expiration of the 72 hour time period specified in the written notice or the end of the next rental period, whichever is longer. The landlord shall return the security deposit immediately upon the tenant delivering possession. If the tenant does not vacate the property within 30 days after the notification of termination or the end of the next rental period, whichever is longer, then the tenant's written notice shall be deemed withdrawn and the rental agreement shall remain in full force and effect.
 3. The tenant may not exercise their rights under section 42-806(D) if the condition was caused by the inability of a utility supplier, or internet provider to provide service, unless the landlord caused the inability of the utility supplier, or by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

E. Tenant remedies in the event of fire or casualty.

1. If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that the dwelling unit is in material noncompliance with the rental agreement or with section 805(C), the tenant may immediately vacate the premises and notify the landlord in writing within 14 days thereafter of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of fire or casualty.
2. If continued occupancy is lawful, the tenant may vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.
3. If the tenant desires to continue the tenancy and if the landlord has promised or begun work to repair the damage or destruction but fails to carry out the work to restore the

dwelling unit or common area diligently and within a reasonable time, the tenant may notify the landlord in writing within 14 days after the tenant becomes aware that work is not being carried out diligently, or within a reasonable time of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of the fire or casualty.

4. If the rental agreement is terminated, the landlord shall return all security deposit within 48 hours. When the landlord accounts for rent after the tenant has terminated the rental agreement, the landlord shall not charge rent to the tenant for any date after the date of the fire or casualty.
 5. A tenant may not exercise remedies in this section if the fire or casualty damage was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family or a person on the premises with the tenant's consent.
- F. Tenant remedy of withholding rent to undertake minor repairs.
1. If the landlord is not in material compliance with the rental agreement or with section 42-805 and the reasonable cost of compliance does not exceed \$500.00 or one-half month's rent, whichever amount is greater, the tenant may notify the landlord in writing that, if the landlord does not remedy the condition within 14 days of receipt of the written notice or as promptly as conditions require in case of emergency, the tenant will correct the condition and withhold the cost of the repair from the tenant's next rent payment. The tenant shall have work done in a worker-like manner. The tenant shall submit to the landlord a paid bill from an appropriate tradesperson or supplier at the same time as deducting the amount from their rent. The tenant may not expend or deduct more than the amount specified in this section.
 2. A tenant shall not repair at the landlord's expense or deduct rent if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's permission.
 3. Before correcting a condition affecting facilities shared by more than one dwelling unit, the tenant shall notify all other affected tenants of their plans and so arrange the work as to create the least practicable inconvenience to the other tenants.

Sec. 42-807 - Tenant Obligations

A. The tenant shall:

1. Comply with all obligations imposed upon tenants by provisions of the codes applicable to the dwelling unit;

2. Keep the part of the premises that they occupy and use as safe as the condition of the premises permits;
3. Dispose from their dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;
4. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
5. Use, in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, in the premises;
6. Not deliberately destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so;
7. Conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment of premises;
8. Unless otherwise agreed, only occupy their dwelling unit as a dwelling unit.

Sec. 42-808 - Landlord Rights

- A. In addition to any rights provided under federal and state law, a landlord shall have the rights specified in this section under the circumstances herein set forth.
- B. Landlord rights of entry and restrictions thereto.
 1. A tenant shall not unreasonably withhold consent to allow the landlord to enter the dwelling unit to:
 - a. Inspect the premises or conduct inspections authorized or required by any government agency;
 - b. Make necessary or agreed repairs, decorations, alterations or improvements, including where such work elsewhere in the building requires such access;
 - c. Supply necessary or agreed upon services;
 - d. Exhibit the dwelling unit to prospective or actual purchasers, mortgagees, workmen or contractors;
 - e. Exhibit the dwelling unit to prospective tenants 60 days or less prior to the expiration of the existing rental agreement; or

- f. Determine a tenant's compliance with provisions in the rental agreement.
 2. The landlord may only enter at reasonable times, except in case of an emergency. An entry between 8:00 AM and 8:00 PM or at any other time expressly requested by the tenant shall be presumed reasonable.
 - a. A landlord may enter the dwelling unit without consent of the tenant in case of an emergency.
 - b. The landlord shall not abuse the right of access or use it to harass the tenant.
 - c. Except in cases of an emergency, the landlord shall give the tenant at least two (2) days' written notice of their intent to enter. The landlord shall provide this written notice directly to each dwelling unit by mail, telephone, or written notice or by other reasonable means designed in good faith to provide written notice to the tenant. If access is required because of repair work for common facilities or multiple apartments, a general written notice may be given by the landlord to all potentially affected tenants that entry may be required. In cases where access is authorized due to an emergency the landlord shall give the tenant written notice of entry within two (2) days after such entry.
 - d. If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the landlord may recover damages and reasonable attorney's fees.
 - e. If the landlord makes an unlawful entry, or entry in an unreasonable manner, or repeated unreasonable demands for entry, which have the effect of harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In each case, the tenant may recover an amount equal to one (1) month's rent or twice the damages sustained, whichever is greater, and reasonable attorney fees.
- C. Landlord right to adopt rules and regulations.
 1. The landlord may adopt general rules or regulations concerning the tenant's use and occupancy of the premises. Rules and regulations are enforceable only if in writing and if they are:
 - a. Made to promote the convenience, safety, and welfare of the tenants in the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities among tenants;

- b. Reasonably related to the purpose for which they are adopted;
 - c. Applied to all tenants in the premises in a fair manner;
 - d. Sufficiently clear to inform the tenant of what they must or must not do to comply;
 - e. Not for the purpose of evading the obligations of the landlord; and
 - f. Not for the purpose of preventing tenants to assemble or otherwise communicate amongst each other about the premises.
2. A rule or regulation adopted after the tenant enters into the rental agreement that substantially modifies the rental agreement is not enforceable unless the tenant consents in writing.

Sec. 42-809 - Landlord Remedies

- A. The landlord shall have the following remedies when the tenant fails to pay rent.
 1. If the tenant is not in material compliance with the obligation to pay rent, the landlord may deliver to the tenant a written notice of the landlord's intention to terminate the rental agreement. The landlord shall serve the written notice in compliance with state law. If the tenant does not materially comply with the written notice within five (5) days of receipt, the landlord may file an eviction action to terminate the rental agreement.
 2. Nothing in this subsection shall affect a landlord's obligation to provide notice of termination of tenancy in subsidized housing as required under federal law or regulations.
 3. A landlord may also maintain an action for rent and/or damages without terminating the rental agreement.
- B. The landlord shall have the following remedies when the tenant is not in material compliance with the rental agreement or the obligations in section 42-807.
 1. If the landlord alleges that the tenant is not in material compliance with a rental agreement or the obligations in section 42-807, the landlord may deliver written notice to the tenant specifying the acts and omissions constituting the alleged breach. The landlord shall serve the written notice in compliance with state law. The written notice may provide that the rental agreement will terminate upon a date no less than 10 days after the date of the written notice. The tenant shall have the amount of time specified in the written notice to remedy any alleged breach by the tenant prior to the date of termination. If the breach is not remedied, the landlord may file an eviction to terminate the rental agreement, as provided in the written notice. The landlord may recover

damages and obtain injunctive relief for any material noncompliance by the tenant with the rental agreement or the obligations in section 42-807. If the landlord does not file an eviction action within 30 days after the notification of termination or the end of the next rental period, whichever is longer, then the landlord's written notice shall be deemed withdrawn and the rental agreement shall remain in full force and effect.

2. The landlord has the right to determine abandonment of the dwelling unit and dispose of property. The landlord may determine that the tenant has abandoned the property in the following circumstances:
 - a. The tenant has provided actual written notice to the landlord indicating the tenant's intention not to return to the dwelling unit.
 - b. All persons entitled under a rental agreement have been absent from the dwelling unit for a period of 32 days, or for one rental period when the rental agreement is for less than a month, and such persons have removed their personal property from the premises and rent for that period is unpaid. However, if any person entitled to occupancy provides the landlord with written notice indicating that a tenant intends to occupy the dwelling unit and make full payments of all amounts due to the landlord, then the landlord may not determine that the tenant has abandoned the property.
 - c. If the tenant abandons the dwelling unit, the landlord shall make a good faith effort to rent it at a fair rental value. This shall include the acceptance of reasonable subleases. If the landlord succeeds in renting the dwelling unit at a fair rental value, the tenant shall only be liable for the amount by which the rent due from the date of abandonment to the termination of the initial rental agreement exceeds the fair rental value subsequently received by the landlord from the date of abandonment to the termination of the initial rental agreement. If the landlord makes a good faith effort to rent the dwelling unit at a fair rental and is unsuccessful, the tenant shall be liable for the rent due for the period of the rental agreement. The tenant shall also be liable for reasonable advertising and redecoration costs incurred by the landlord in re-renting the dwelling unit.
 - d. Unless otherwise agreed, if, upon termination of a tenancy including, but not limited to, a termination after expiration of a lease or by surrender or abandonment of the premises, a tenant has left personal property on the premises, and the landlord reasonably believes that the tenant has abandoned such personal property, the landlord may dispose of the property according to the following procedures.
 - i. If the landlord in good faith reasonably determines that the tenant has left personal property that is valueless or of such little value that the cost of storing and conducting a sale would probably exceed the amount that would be realized from such a sale, the landlord shall retain the property either in the dwelling unit or remove and store the abandoned property from the dwelling

unit and may dispose of the property after seven (7) days. The landlord shall not be required to provide written notice to the tenant of its intent to dispose of property pursuant to this subsection.

- ii. If the landlord in good faith reasonably determines that the tenant has left personal property that has value, the landlord shall notify the tenant in writing of their demand that the tenant remove the property within dates set forth in the written notice, but no less than 7 days after delivery of the written notice. The landlord may deliver this written notice by posting it in a prominent location inside the dwelling unit or on the front door of the dwelling unit or by electronic means if the parties had previously communicated electronically.
 - iii. If the tenant does not remove the property within the time specified, the landlord may sell the property at a public sale or at a commercially reasonable private sale. The landlord may retain the proceeds of the sale to recover any rent owed by the tenant to the landlord. If the proceeds, less reasonable costs incurred by such sale or storage, exceed any rent owed to the landlord, the landlord shall retain the proceeds for one (1) year. If the tenant does not claim the proceeds within one (1) year, the proceeds shall be the property of the landlord.
- e. At any time that the landlord is storing property pursuant to Sec. 42-809, the landlord shall exercise reasonable care of the property, but shall not be responsible to the tenant for any loss except for damage caused by the landlord's deliberate or negligent act or omission. The landlord may elect to store the property in or about the previously vacated premises. The landlord shall be entitled to the cost of storage for the period of time that the property has remained in their safekeeping. In such case the storage shall not exceed commercially reasonable storage rates. If the tenant's property is removed to a commercial storage company, the storage cost shall include the actual charge for such storage and removal from the premises to the place of storage.
- f. If the tenant timely responds in writing of their intention to remove the personal property from the premises and does not do so within the time period in the landlord's written notice or a mutually agreeable date (whichever is later), it shall be conclusively presumed that they have abandoned such property.

C. The landlord right to rent and process renewals of the tenancy.

1. Termination of Tenancy

- a. If the landlord accepts rent, including holding payment, knowing that it alleges a lease violation, including a default in the payment of rent by the tenant, the landlord waives the right to terminate the rental agreement for that breach.

- b. If the rental agreement is terminated, the landlord may claim for possession or for rent and a separate claim for damages for breach of the rental agreement.

2. Nonrenewal of Tenancy

- a. No tenant shall be required to renew a rental agreement more than 60 days prior to the termination date of the rental agreement. If the landlord violates this subsection, the tenant shall recover one (1) month's rent or actual damages, whichever is greater.
- b. The landlord shall notify the tenant in writing at least 60 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a month-to-month tenancy or not renew an existing rental agreement. If the landlord fails to give required written notice, the tenant may remain in the dwelling unit for up to 120 days after the date on which such required written notice is given to the tenant, regardless of the date specified in the existing rental agreement. During such occupancy, the terms and conditions of the tenancy shall be the same as the terms and conditions during the last month of tenancy.

Sec. 42-810 - Landlord Obligations

- A. The landlord shall maintain the premises in compliance with all applicable provisions of any relevant municipal code and section 42-805(C) and shall promptly make any and all repairs to fulfill this obligation.
- B. The landlord and tenant of any dwelling unit may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if:
 1. The agreement of the parties is entered into in good faith and not for the purpose of evading obligations of the landlord and is set forth in a separate writing signed by the parties and supported by adequate consideration; and
 2. The agreement does not diminish or affect the obligation of the landlord to other tenants on the premises.
- C. The landlord obligation to provide a written notice concerning habitability.
 1. Before a tenant initially enters into or renews a rental agreement for a dwelling unit, the landlord, or any person authorized to enter into a rental agreement on their behalf, shall disclose to the tenant in writing:
 - a. Any code violations which have been cited by the municipality or other oversight body during the previous 12 months for the dwelling unit and common areas and provide written notice of the pendency of any code enforcement litigation or

administrative hearing. The written notice shall provide the case number of the litigation and/or the identification number of the administrative hearing proceeding and a listing of any code violations cited;

- b. Any notice of intent by the municipality or any utility provider to terminate water, gas, electrical, or other utility service to the dwelling unit or common areas. The disclosure shall state the type of service being terminated, the intended date of termination, and whether the termination will affect the dwelling unit, common areas or both.
2. If the landlord fails to comply with section 42-810(C), the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination no later than 30 days from the date of written notice. In addition, if a tenant, in a civil legal proceeding against an owner or landlord, establishes that the landlord has violated this section, the tenant shall be entitled to recover one (1) month's rent or actual damages, whichever is greater, and reasonable attorney's fees.
- D. The landlord has an obligation to maintain the premises free from bed bugs.
1. Landlords subject to this section must provide to all prospective and current lessees with a copy of the current, approved U.S. Environmental Protection Agency federal pamphlet on bed bug prevention, detection and control.
 2. In any rental dwelling unit in which an infestation of bed bugs is found or reasonably suspected, it is the responsibility of the landlord to:
 - a. Provide pest control services by a pest management professional until such time that no evidence of bed bugs can be found and verified;
 - b. Maintain a written record of the pest control measures performed by the pest management professional on the rental dwelling unit. The record shall include reports and receipts prepared by the pest management professional. The record shall be maintained for three (3) years and shall be open to inspection by authorized city personnel, including but not limited to employees of the departments of health and buildings.
 3. In any multiple rental dwelling unit building in which an infestation of bed bugs is found or reasonably suspected, it is the responsibility of the landlord to:
 - a. Provide pest control services by a pest management professional until such time that no evidence of bed bugs can be found and verified within the building or portion thereof, including the individual rental dwelling units;

- a. Provide all prospective and current lessees with a copy of the current, approved U.S. Environmental Protection Agency federal pamphlet on lead-based paint disclosure; and
 - b. Disclose any known lead hazards.
 2. If the landlord fails to comply with section 42-810(E) after receipt of written notice, the tenant shall recover one (1) month's rent or actual damages, whichever is greater, and reasonable attorney fees.
- F. The landlord has an obligation to disclose information about ownership, management and agents.
1. The landlord or any person authorized to enter into a rental agreement on their behalf shall disclose to the tenant in writing, on or before the commencement of tenancy, the name, address, and telephone number of:
 - a. The owner or person authorized to manage the premises;
 - b. A person authorized to act for or on the behalf of the owner for the purpose of service of process and for the purpose of receiving of notices and demands.
 2. A person who fails to comply with section Sec. 42-810(F) becomes an agent of each person who is a landlord for the purpose of:
 - a. Service of process and receiving of notices and demands;
 - b. Performing the obligations of the landlord under this Article and under the rental agreement and expending or making available for that purpose all rent collected from the premises.
 3. The information required to be furnished by this section shall be kept current.
 4. This section extends to any successor landlord, owner or manager.
 5. If the landlord fails to comply with section 42-810(F) after receipt of written notice, the tenant may terminate the rental agreement by written notice. However, the tenant may exercise the right to terminate the rental agreement only if the tenant first gives the landlord written notice of the landlord's breach of this section and the landlord does not remedy the breach within two (2) business days after the tenant delivered the written notice of breach. The written notice that the tenant intends to terminate the rental agreement shall specify the date of termination no later than 30 days from the date of written notice. The written notices required by this section may be delivered

electronically if the parties have previously communicated electronically. In addition, if a tenant in a civil legal proceeding against an owner or landlord establishes that a violation of this section has occurred, they shall be entitled to recover \$200 in damages in addition to any other damages, attorney's fees, or remedies that the tenant may also be entitled.

G. The landlord has an obligation to disclose foreclosure.

1. Within seven (7) days of being served a foreclosure complaint, an owner or landlord of a premises that is subject to the foreclosure complaint, shall disclose, in writing, to all tenants of the premises that a foreclosure action has been filed against the owner or landlord. An owner or landlord shall also disclose, in writing, the notice of a foreclosure to any other third party who has a consistent pattern and practice of paying rent to the owner or landlord on behalf of a tenant.
2. Before a tenant initially enters into a rental agreement for a dwelling unit, the owner or landlord shall also disclose, in writing, that they are named in a foreclosure complaint.
3. The written disclosure shall include the court in which the foreclosure action is pending, the case name, case number and shall include the following language:

“This is not a notice to vacate the premises. This notice does not mean ownership of the building has changed. All tenants are still responsible for payment of rent and other obligations under the rental agreement. The owner or landlord is still responsible for their obligations under the rental agreement. You shall receive additional notice if there is change in owner.”

4. If the owner or landlord fails to comply with section 42-810(G), the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination no later than 30 days from the date of written notice. In addition, if a tenant in a civil legal proceeding against an owner or landlord establishes that a violation of this section has occurred, they shall be entitled to recover \$200 in damages in addition to any other damages, attorney's fees or remedies to which the tenant may also be entitled.

H. Limitation of Liability

1. Unless otherwise agreed upon, a landlord who sells the premises is relieved of liability under the agreement and this Article for events occurring after the conveyance and occurring subsequent to written notice to the tenant of the sale.
2. Unless otherwise agreed, the manager of the premises is relieved of liability under the rental agreement and this Article for events occurring after written notice to the tenant

of the termination of their management.

- I. The landlord shall provide a summary attachment of the Cook County Residential Tenant Landlord Ordinance as set forth in section 42-814. If the landlord fails to comply with section 42-810(1), the tenant may terminate the rental agreement by written notice. However, the tenant may exercise the right to terminate the rental agreement only if the tenant first gives the landlord a written notice of the landlord's breach of this section and that also provides notice that the landlord must remedy the breach within two (2) business days after the tenant delivered the written notice of breach. The written notice that the tenant intends to terminate the rental agreement shall specify the date of termination no later than 30 days from the date of written notice. The written notices required by this section may be delivered electronically if the parties have previously communicated electronically. In addition, if a tenant in a civil legal proceeding against an owner or landlord establishes that the landlord has violated this section and failed to remedy the breach within two (2) business days from the date the tenant delivered written notice of the breach, the tenant shall be entitled to recover \$200 in damages in addition to any other damages, attorney's fees, or remedies that the tenant may also be entitled.

Sec. 42-811 - Security Deposit

- A. A landlord may not demand or receive a security deposit in an amount in excess of one and one-half months' rent. A landlord may not avoid the coverage of this subsection by labeling the fee or charge as anything other than a security deposit.
- B. A tenant shall pay the landlord, at the time the tenant moves into the premises or at any other time mutually agreed upon by the parties, the amount of the security required by the landlord. Any portion in excess of one (1) month's rent, at the election of the tenant, shall be paid either at the time the tenant pays the initial security deposit, or shall be paid in no more than six (6) equal installments no later than six (6) months after the effective date of the lease.
- C. Upon termination of the tenancy, property or money held by the landlord as a security deposit shall be returned to the tenant within 30 days after the tenant has vacated their dwelling, provided that the landlord or successor landlord may deduct from the security deposit for the following:
 1. Any unpaid rent that has not been validly withheld or deducted pursuant to state or federal law or local Ordinance and any courts costs (but not attorney's fees) awarded by a court in a case that has not been subsequently settled;
 2. Any reasonable amount necessary to repair any damage caused to the premises by the tenant, or any person under the tenant's control or on the premises with the tenant's consent, reasonable wear and tear excluded. In the case of such damage, the landlord

shall deliver or mail to the last known address of the tenant, within 30 days, an itemized statement of the damages allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching copies of the paid receipts for the repair or replacement. If estimated cost is given, the landlord shall furnish the tenant with copies of paid receipts, or a certification of actual costs of repairs of damage if the work was performed by the landlord's employees, within 30 days from the date the statement showing estimated costs was furnished to the tenant.

- D. A landlord shall hold all security deposits in a federally insured account in a bank, savings and loan association, or other financial institution located in the state of Illinois. A security deposit shall continue to be the property of the tenant making such deposit, shall not be commingled with the assets of the landlord, and shall not be subject to the claims of a creditor of the landlord or of the landlord's successors in interest, including a foreclosing mortgagee or trustee in bankruptcy.
- E. Notwithstanding this section, a landlord may accept the payment of the first month's rent and security deposit in one check or one electronic funds transfer and deposit the check or electronic funds transfer into one account if, within seven (7) business days of acceptance of the check or electronic funds transfer, the landlord transfers the amount of the security deposit into a separate account that complies with this section.
- F. The landlord shall clearly and conspicuously disclose the name of the financial institution where the landlord has deposited the security deposit in the written rental agreement signed by the tenant.
- G. If, during the pendency of the rental agreement, the landlord transfers the security deposit from one financial institution to another, the landlord shall notify the tenant in writing of the name of the new financial institution within 14 days of the transfer or within a reasonable time, given all circumstances.
- H. Any landlord who receives a security deposit from a tenant shall give a receipt indicating the amount of such security deposit, the name of the person receiving it, and, in the case of the agent, the name of the landlord for whom such a security deposit is received, the date on which it is received, and a description of the dwelling unit. The receipt shall be signed by the person receiving the security deposit. Failure to comply with this subsection shall entitle the tenant to immediate return of the security deposit.
- I. Upon payment of the security deposit by means of an electronic funds transfer, the landlord shall give the tenant a receipt that complies with this section, or an electronic receipt that complies with this section, or an electronic receipt that acknowledges the receipt of the security deposit, a description of the dwelling unit, and an electronic or digital signature of the person receiving the deposit.

- J. If a landlord, who has received a security deposit, sells, leases or transfers ownership or otherwise transfers control or other direct or indirect disposition of residential real property, the successor landlord of this property shall be liable to that tenant for any security deposit which has been paid to the transferor.
- K. The transferor shall remain jointly and severally liable with the successor landlord to the tenant for such security deposit unless and until this transferor transfers the security deposit to the successor landlord and provides written notice to the tenant of the transfer, specifying the name, business address and business telephone number of the successor landlord or their agent within ten (10) days of the transfer.
- L. Within 14 days from the date of the transfer, the successor landlord shall notify the tenant, in writing, that the security deposit was transferred to the successor landlord and that the successor landlord is holding the security deposit. This written notice shall also contain the name, business address and business telephone number of the successor landlord or their agent.
- M. If the landlord fails to comply, the tenant shall have a right to seek damages.
 - 1. If the landlord fails to comply with section 42-811(A), 42-811(B), 42-811(C), the tenant shall be awarded damages in an amount equal to two times the security deposit and reasonable attorney's fees. This section does not preclude the landlord or tenant from recovering other damages to which they may be entitled under this Article.
 - 2. If the landlord fails to comply with one or more of the disclosure requirements as set forth in sections 42-811(D) through 42-811(L), the tenant may notify the landlord of the landlord's failure to comply with this section by written notice. Within two (2) business days after the receipt of the tenant's written notice, the landlord shall remedy and provide the disclosures as described in those sections. The written notices required by this section may be delivered electronically if the parties have previously communicated electronically. The written notice from the tenant to the landlord must include that there has been a breach of the rental agreement and that the landlord must remedy the breach within two (2) business days after the tenant delivered the written notice or face damages. If the landlord fails to remedy within two (2) business days, the tenant shall be awarded damages in an amount equal to two times the security deposit and reasonable attorney fees. This section does not preclude the landlord or tenant from recovering other damages to which they may be entitled under this Article.

Sec. 42-812 - Retaliatory Conduct

- A. Except as provided for in this section, a landlord may not retaliate by increasing rent or decreasing services, or by bringing or threatening to bring action for possession, or by refusing to renew a rental agreement because the tenant has in good faith:

1. Complained of code violations to a governmental agency, elected representative, or public official charged with responsibility for enforcement of a building, housing, health, or similar code;
 2. Complained of a building, housing, health, or similar code violation or an illegal landlord practice to a community organization or the news media;
 3. Sought the assistance of a community organization, including a legal aid organization, or the news media to remedy a code violation or illegal landlord practice;
 4. Requested the landlord make repairs to the premises as required by a building code, health ordinance, other regulation, or the residential rental agreement;
 5. Organized or becomes a member of a tenant union or similar organization;
 6. Testified in any court or administrative proceeding concerning the condition of the premises;
 7. Exercised any right or remedy provided by law.
- B. If the landlord violates section Sec. 42-812, the tenant has a cause of action against the landlord or a defense in any retaliatory action against them and is entitled to the following remedies:
1. If the landlord attempts to terminate the rental agreement, the tenant may retain possession by raising this section as a defense. If the tenant prevails on this defense, the tenant shall recover an amount equal to not more than two (2) months' rent or twice the damages sustained by the tenant, whichever shall be greater, and reasonable attorney's fees.
 2. The tenant may terminate the rental agreement and vacate the property by giving the landlord written notice of the tenant's intent to terminate the rental agreement. If the tenant does not vacate the property within one (1) month after giving written notice, or the end of the next rental period, whichever is longer, then the tenant's written notice shall be deemed withdrawn and the rental agreement shall remain in full force and effect. If the rental agreement is terminated, the landlord shall return the security deposit within three (3) days after the tenant tenders possession.
 3. If the tenant files a cause of action against the landlord, the tenant shall recover an amount equal to not more than two (2) months' rent or twice the damages sustained by the tenant, whichever is greater, and reasonable attorney's fees.

- C. In an action by or against the tenant, if the tenant presents evidence of a complaint within one (1) year prior to the alleged act of retaliation, the court shall presume that the landlord's conduct is retaliatory. The landlord may rebut the presumption of retaliation by proving a legitimate, non-retaliatory basis for the conduct.
- D. The presumption shall not arise if the tenant made the complaint after written notice of a proposed rent increase.
- E. A landlord's behavior shall not be considered retaliatory if any code violation was caused primarily by the lack of care of the tenant, a member of the tenant's family or other person on the premises with the tenant's consent.

Sec. 42-813 – Prohibition against lockouts

- A. The landlord, or any person acting at the direction of the landlord, shall not oust or dispossess, or threaten or attempt to oust or dispossess, any tenant from a dwelling unit without authority of law, by plugging, changing, adding or removing any lock or latching device; or by blocking any entrance into said dwelling unit; or by removing any door or window from said dwelling unit; or by interfering with the services to the dwelling unit, including but not limited to electricity, gas, hot or cold water, plumbing, heat, telephone service, or internet; or by removing a tenant's personal property from said dwelling unit; or by the removal or incapacitating of appliances or fixtures, except for the purpose of making necessary repairs; or by the use or threat of force, violence or injury to a tenant's person or property; or by any act rendering a dwelling unit or any part thereof, or any personal property located therein, inaccessible or uninhabitable. The foregoing shall not apply where:
 - 1. A landlord acts in compliance with the eviction laws of Illinois pertaining to forcible entry and detainer and engages the Sheriff of Cook County to forcibly evict a tenant or their personal property; or
 - 2. A landlord interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law; or
 - 3. The landlord acts in compliance with the laws of Illinois pertaining to distress for rent (735 ILCS 5/9-301 et. seq.) for the removal of personal property; or
 - 4. The tenant has abandoned the dwelling unit, as prescribed in section 42-809(B)(2).
- B. If a tenant, in a civil legal proceeding against the landlord, establishes that the landlord has violated section 42-813, the tenant shall be entitled to recover possession of the dwelling unit and personal property. In addition, the tenant shall recover an amount equal to not more than two (2) months' rent or twice the actual damages sustained by the tenant, whichever is greater, and reasonable attorney's fees.

Sec. 42-814 - Summary Attachment to Rental Agreement

- A. The Cook County Zoning & Building Committee and the full Cook County Board of Commissioners shall approve a summary of this Article, describing the respective rights, obligations, and remedies of landlords and tenants hereunder and shall make such summary available for public inspection and copying. A copy of such summary will be made available in multiple languages on the Cook County Department of Human Rights and Ethics website. A copy of such summary shall be attached to each written rental agreement when such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for rental or renewal thereof.
- B. If the landlord acts in violation of this section, the tenant may terminate the rental agreement by written notice as set forth in the section 42-810(I).

Sec. 42-815 - Rights & Remedies Under Other Laws

- A. To the extent that this Article provides no rights or remedies in a circumstance, the rights and remedies available to landlords and tenants under the laws of the State of Illinois or other local ordinance shall remain applicable.

Sec. 42-816 – Severability

- A. If any provision, clause, sentence, paragraph, section, or part of this Article or application thereof to any person or circumstance shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this Article and the application of such provision to other persons or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person and circumstances affected thereby.

Effective date: This Ordinance shall be in effect June 1, 2021, with the exception of the Anti-Lockout Provision under Sec. 42-813 which will go into effect immediately upon adoption.

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